

2021-2026 COLLECTIVE  
AGREEMENT

between

KAPLAN INTERNATIONAL-  
VANCOUVER (KAPLAN)

and

EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION

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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 "Casual Teacher" means a Teacher who performs short periods of contract work or a person employed in a substitute teaching assignment from time to time.
- 2.4 "Continuing Teacher" means a Teacher who is not a Casual Teacher and is employed on a continuing basis.
- 2.5 "Day" means a calendar day unless otherwise specified.
- 2.6 "Employer" means Kaplan International- Vancouver
- 2.7 "Parties" means the Employer and Association, which are the signatories to this Collective Agreement.
- 2.8 "Probationary Period" means the period that a Continuing Teacher is on probation.
- 2.9 "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.

### **5.1 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.

### **4.2 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**

### **5.2 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.

### **5.3 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.

### **5.4 Association Membership**

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

### **5.5 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.

### **5.6 Association Meetings**

Subject to operational requirements, and upon request to the School Director, 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.

### **5.7 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.

#### 5.8 Time Off for Association Business

- (a) Subject to operational requirements, leave of absence without pay but without loss of seniority will be granted to Continuing Teachers who are:
  - 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. elected or appointed representatives of the Association to attend to Association business which requires them to leave the premises of their employment.
  
- (b) Subject to operational requirements, leave of absence with pay and without loss of seniority will be granted to Continuing Teachers:
  - i. Who attend joint Association/Management meetings in accordance with Article 9;
  - ii. Who are Stewards presenting a Grievance in a grievance meeting in accordance with Article 18; and

iii. 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 notifying 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. **Teachers are required to use only Kaplan sanctioned digital tools and networks for their Kaplan work activities, and for communication and distribution of classroom materials to students.**
- 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 *Workers' 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 provide a regular system of observations, peer observations and student feedback, and such tools will be a factor in evaluating Teacher performance.
- 12.3 Teachers may request to observe another Teacher's teaching. Requests shall not be unreasonably refused and shall be without pay.
- 12.4 All Continuing Teachers shall attend at least ~~six (6)~~ **three (3)** CPD workshops per year, as part of their regular duties.
- 12.5 The Employer will organize and make available for Teachers ~~six (6)~~ **one mandatory (1)** CPD workshop per year, to be offered internally. A schedule for ~~CPD~~ **this** workshops for the year shall be posted **by the Employer, and the CPD workshop may be repeated as soon as possible in the first 6 weeks of each calendar year. The Employer may ~~repeat internal workshops~~ during the year.**
- ~~12.6 The Employer will select and schedule topics for internal CPD workshops through a combination of observations, peer observations, Teacher input, student feedback, and current research in ESL methodologies.~~
- 12.7 ~~To satisfy the requirement to attend six (6) internal CPD workshops per year,~~ A Teacher may receive credit toward their annual CPD requirement, by attendance at an ~~external~~ **CPD course they have selected, including an on-line tool or course**, provided that the ~~external~~ **self-selected CPD course** has been approved in advance by the Employer.
- 12.8 If a Continuing Teacher wishes to receive CPD credit for an ~~external~~ **self-selected** CPD course, the Teacher must provide a written application in advance, include the subject-matter of the **self-selected** CPD course (including any published curriculum and information on the organization offering the course). Credit for a **self-selected** CPD will be at the discretion of the School.
- 12.9 A Continuing Teacher may apply for funding to attend an ~~external~~ **self-selected** CPD course, to defray any expense of the program fee. Funding, if any, for an ~~external~~ **self-selected** CPD course is at the absolute discretion of the Employer.
- 12.10 **If the Academic Manager requests that a Teacher develop and conduct an internal CPD course for Kaplan, and the Teacher may elect to do so. If the work requested is done, the Teacher may choose to be paid for the course (to a maximum of 3 hours), or may elect to receive 2 CPD credits for each course conducted. Any such course will be developed in cooperation with the Academic Manager.**

~~With written approval of the Academic Manager, a Continuing Teacher may develop and teach one or more internal CPD workshops per year, and will receive CPD credit for~~

~~doing so. The Teacher will be required to submit their topic and teaching plan in writing to obtain approval to teach.~~

- ~~12.11 An application to teach an internal CPD workshop must include the subject matter of the proposed workshop (including any published curriculum and information on the subject-matter from which the Teacher has drawn), the benefit to the School, and the Teacher's own proposal as to how the Teacher will teach the subject matter. Granting of applications to teach, and credit, will be at the sole discretion of the Employer.~~
- 12.12 All Teacher applications for funding to attend external **a self-selected** CPD course, or to teach an internal CPD workshop for CPD credit, **will must** receive a written response from the School.
- ~~12.13 If a Teacher receives funding to attend an self-selected CPD course, then the Teacher may be required to teach an internal CPD workshop internally for the School, based on the subject-matter of the external CPD course.~~
- ~~12.14 A Teacher who develops and teaches an internal CPD workshop, will receive credit for 2 internal workshops of the six annual CPD workshop requirement.~~
- ~~12.15 A Teacher who attends an external CPD program that has not been funded by the School, but who then develops and teaches an internal CPD workshop for the School based on the external CPD course the Teacher has attended, will receive 2 CPD workshop credits toward the six annual CPD requirement, as well as a maximum of three hours pay at the Teacher's usual hourly rate, for presenting the internal CPD workshop.~~
- 12.16 ~~External~~ **Self-selected** CPD programs considered under this Article do not include programs of extended academic study, and will typically be for a CPD course of a day or less.

### **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 Continuing Teacher will be paid forty (40) 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 – Probationary Period**

- 14.1 Newly hired Continuing Teachers shall be subject to a Probationary Period. The Probationary Period shall be three hundred and sixty (360) Contact Hours from the date of hire as a Continuing Teacher.
- 14.2 The Employer shall provide the Association in writing with the name and the terms of employment, including salaries, of each newly hired Continuing Teacher, at the time of hire.
- 14.3 During the probationary period, the Employer may terminate a Continuing Teacher if that Teacher is deemed unsuitable for employment with the Employer.
- 14.4 If a Continuing Teacher is terminated for unsuitability during the Probationary Period the Employer shall give one (1) week's notice or pay in lieu thereof.

**Article 15 – Seniority**

- 15.1 Once a Continuing Teacher has passed the Probationary Period, she/he will accrue seniority based on her/his date of hire as a Continuing Teacher.\*
- 15.2 Employment is deemed continuous and seniority shall accumulate for Continuing 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 Continuing Teachers on Overseas Sabbatical Leave, General Leave, or layoff.

*\* (NOTE: For teachers hired prior to January 1, 2018, their place on the seniority list will be as it was on January 1, 2018)*

## **Article 16 – Layoff and Recall**

### **Layoff**

- 16.1 A layoff occurs when a Continuing 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 Continuing Teachers retained possess the skills, abilities and qualifications for the work available.
- 16.3 All layoff notices shall be in writing to the Continuing Teacher with a copy to the Association.
- 16.4 If a Continuing Teacher wishes to be called for substitute teaching while on lay-off, that Continuing Teacher must notify the School Director in writing of their desire to sub while on lay-off, when that Continuing Teacher receives lay-off notice. A Continuing Teacher may sub while remaining on lay-off, subject to Article 17 below.
- 16.5 A Continuing Teacher on lay-off may retain access to extended health and dental (EH&D) benefits during the period of lay-off, provided that the Continuing Teacher notifies the Employer in writing that he/she wishes to do so, and agrees to pay for EH&D benefits for the duration of the lay-off.
- 16.6 If a laid off Continuing 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 Continuing Teacher until the Continuing 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 Continuing Teacher unless the Employer has three (3) teaching blocks per day for that Continuing Teacher for a continuous two (2) week period.
- 16.8 Continuing 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 Casual Teachers.) A Continuing Teacher performing substitute teaching while on lay-off does not constitute a recall and does not alter, suspend, or re-start the six month recall period, subject to Article 17 below.
- 16.9 Continuing Teachers shall be recalled in order of seniority, but where skills, abilities, and qualifications clearly favour one Continuing Teacher over another Continuing Teacher with more seniority for the teaching assignment available, the Employer may recall the Continuing Teacher most suitable for the work available. If the Employer does recall a Continuing Teacher out of order of seniority, it will notify the Union.
- 16.10 If a Continuing Teacher has not been recalled after six (6) months, employment shall be deemed to be terminated and the Employer shall pay the Continuing 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 Continuing 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 Continuing Teachers are on a period of lay-off, but seniority does not continue to accrue while a Continuing Teacher is on lay-off or not working.
- 16.12 Teachers shall be responsible for providing the Employer with accurate and current contact details.
- 16.13 Subject only to 16.14, Continuing Teachers recalled from layoff shall respond to a recall request within a maximum of 48 hours, and if unavailable for recall, the laid-off Teacher will risk losing their right of recall.
- 16.14 During a period of layoff with recall rights, a Continuing 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 Continuing Teacher's recall rights. During such suspension of recall rights, the Employer will not recall the Continuing Teacher. At the end of the suspension period, the Continuing Teacher's duty to respond to a recall notice under 16.13 shall be resumed (but not extended), but the Continuing 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 Continuing 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 Continuing Teacher is on lay-off, will be offered to those laid off Continuing Teachers on the Employer's "Available for Subbing" list, in accordance with the general principles of Article 16.9.
  - b. If no Continuing Teacher on Lay-Off accepts the assignment, then Continuing Teachers who have expressed an interest in Subbing under Article 24.6, will be offered substitute teaching assignments that come available, in priority over Casual Teachers.
  - c. Continuing Teachers who sub will not accrue seniority or Step increases in respect of substitute teaching assignments.
  - d. Continuing 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 Continuing Teachers who place themselves on the "Available for Subbing" list, may indicate to the Employer periods of one (1) week that the laid off Continuing Teacher will not be available for subbing, but must notify the Employer of such periods of non-availability, and if unavailable to sub as per 17.e. above, the laid off Teacher will lose their right to the sub assignment then available.
  - g. When the Employer has at least three (3) teaching blocks per day available for a continuous two (2) week period, then the Employer will be obligated to initiate a recall, under Articles 16.7, 16.8, and 16.9. A Teacher, including a Continuing Teacher, performing the substitute assignment may lose a teaching assignment to a more senior Continuing Teacher with a right of recall.
  - h. If the Employer assigns work under this Article to a Teacher who is not a Continuing Teacher on Lay-Off, where that work is initially for fewer than two (2) weeks and less than three teaching blocks per day, but the work then increases or extends to meet the requirements of 17.1.g., the employer **will** recall and offer the remainder of the work assignment to a laid off Continuing Teacher as per Articles 16.7, 16.8, 16.9, but in accordance with the call-out protocol in 17.1.e.

- i. A Continuing 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. Continuing Teachers who are not receiving EH&D coverage will be paid a supplement of three percent (3%) of their equivalent hourly rate of pay as described in 17.d. 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 described in 18.3 below.

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 Continuing Teacher shall be disciplined or have their employment terminated without just cause, except that the Parties agree that the employment of a Continuing Teacher may be terminated during the Probationary Period as set out in Article 14.
- 19.2 If the Employer intends to meet with a Continuing Teacher for disciplinary or dismissal purposes, the Employer shall advise the Continuing Teacher and the Association of the meeting. The Continuing Teacher shall have the right to have a steward accompany them in such a meeting. The Employer shall advise the Continuing Teacher of that right prior to any meeting under this Article.
- 19.3 The Employer shall inform the Continuing 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 Continuing Teachers shall be entitled to and shall take annual vacations, and Casual Teachers shall receive vacation pay, on the following basis:
- a. Casual Teachers shall receive four percent (4%) of wages, in lieu of vacation, at each pay period, as per Article 25.
  - b. **After 5 years of continuous service, a Casual Teacher shall receive six (6%) percent of wages, in lieu of vacation, at each pay period, as per Article 25.**
  - c. Continuing Teachers shall receive, and must take, four (4) weeks ~~per~~ of vacation in a year.
  - d. After completing ~~40~~ **eight (8)** years of service, Continuing Teachers will be entitled to, and must take, **five (5)** weeks of vacation in a year.
  - e. Continuing Teachers' vacation shall be pro-rated for any partial year of service.
- 21.2 The Employer shall pay Continuing Teachers their salary during periods of vacation.
- 21.3 Vacations shall be scheduled according to operational requirements, Continuing Teacher seniority, and the manner outlined in Article 21.5.
- 21.4 Notwithstanding Article 21.1(b) and (c), Continuing 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 1<sup>st</sup> and January 31<sup>st</sup> 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 their 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 14<sup>th</sup>.
- d. Approved vacation schedules cannot be altered without the express agreement of the Employer.
- e. ~~Vacation requests submitted after 31<sup>st</sup> January~~ **If a Teacher submits a vacation request after 31<sup>st</sup> January, it must be made with at least two (2) weeks'**

**notice to the Academic Manager, and a substitute Teacher who is capable of teaching the courses to be missed, and who is acceptable to the Employer, must be available. Such requests are not necessarily granted, and as between Teachers, overlapping requests shall be considered in order of receipt.**

- f. A vacation request made with less than 2 weeks notice will not be granted, unless the Academic Manager has a substitute Teacher available who in the view of the Employer is capable of teaching the classes that would be left vacant by the absence.**
- g. Notwithstanding e. and f. above, no vacation request will be granted between June 1 and September 30, without at least 3 weeks' notice and a substitute Teacher being available.**
- h. Vacation requests for January (1<sup>st</sup> to 31<sup>st</sup> inclusive) may be submitted to the Employer by November 25<sup>th</sup> 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, jury duty, and bereavement 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)~~ **three (3)** 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 an eligible Continuing Teacher (**whether Casual or Continuing**) 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. ~~Casual Teachers are not entitled to sick leave or personal days in each calendar year.~~ **Each eligible Teacher is entitled to five (5) paid sick days per calendar year, and three unpaid sick days. Eligibility for paid sick days, as well as the amount of pay for a “paid sick day” is determined by the method set out in the *Employment Standards Act*.**
- 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. **Records of a Teacher’s Sick Leave remaining available for use, will be available from the Employer on request.**
- e. **The Employer may request a medical authentication to justify a sick day.** Upon request, a Continuing Teacher shall submit a doctors’ note or medical certificate **for the**

~~sick day or days requested. 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 utilized debited from the Sick Leave Pool in increments as small as one 1.5 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 a Teacher disability 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 Casual 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 Continuing Teacher's pay is a salary that includes compensation for Contact Hours, preparation time, class-related administrative tasks, lesson planning, marking, addressing student questions, evaluation of students, student feedback, and participation in mandatory workshops per Article 12.4.
- 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 equivalent hourly rate of pay.
- 24.3 Unless specifically set out, Continuing Teacher salary compensation is for all hours worked. Casual Teachers are paid an hourly rate for each Contact Hour, and not a salary.
- 24.4 Continuing Teachers working a four (4) block schedule normally will not exceed thirty (30) Contact Hours per week. Continuing Teachers working a three (3) block schedule normally will not exceed twenty two and a half (22.5) Contact Hours per week.
- 24.5 Teachers are expected to be on-site at least fifteen (15) minutes before their first scheduled class commences, and for a reasonable time after the end of class to answer student questions. A Continuing Teacher's 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 Continuing Teachers, however where split shifts are created, the Employer will compensate according to Article 13.
- 24.6 Continuing Teachers shall identify their interest and availability to work substitute assignments, and the Employer shall take that information into consideration when assigning substitute hours. Continuing Teachers may be asked to substitute, when required.
- 24.7 Where any substitute assignment results in a Continuing Teacher teaching over their regular number of Contact Hours as stated in 24.4, that Continuing Teacher will receive an equivalent hourly rate of pay based on their salary.
- 24.8 The Employer has the discretion to change the schedule as business needs require.

## 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 Continuing Teacher to the next step in the salary grid is based on the number of Contact Hours the Teacher has worked.
- 25.3 Continuing Teachers commencing employment with the Employer are placed on Step 1 on the Salary grid.
- 25.4 Continuing Teachers will move up one Step on the Salary Scale in Article 26 below, upon completion of each 1380 Contact Hours.
- 25.5 Teacher wages and salaries will be paid bi-weekly.
- 25.6 Casual Teachers will be paid an hourly rate of ~~\$31.94~~ **\$32.58** for the Term of this Agreement. The hourly rate includes payment for prep time. **In addition to the hourly wage, Casual Teachers receive four percent (4%) vacation pay added to each paycheque.** If called in, Casual Teacher will be called in for at least 2 hours of work, and will correspondingly be paid for at least 2 hours.
- 25.7 If a Casual Teacher teaches six hundred and fifty (650) or more Contact Hours within a twelve (12) month period, they may apply in writing to be converted to a Continuing Teacher. The Employer will review both the applicant's Contact Hours and their performance to determine if they qualify as a Continuing Teacher. If the applicant becomes a Continuing Teacher, the Teacher will start at Step 1 of the Salary Scale. Continuing Teachers receive health and welfare benefits coverage commencing six months from their Hire Date as a Continuing Teacher. If an applicant does not become a Continuing Teacher, the Employer will provide reasons for the decision, including whether and when the applicant will be eligible to re-apply. It is understood that the decision to hire a Continuing Teacher is at the discretion of the Employer. The Employer may invite a Casual Teacher to apply before teaching 650 Contact Hours.

**Article 26 – Salary Scale**

Step	3 Block Teachers	4 Block Teachers
1	\$40,173	\$53,565
2	\$42,155	\$56,207
3	\$44,338	\$59,119
4	\$46,554	\$62,074
5	\$48,873	\$65,164
6	\$51,392	\$68,522
7	\$52,669	\$70,224
8	\$53,980	\$71,971
9	\$55,322	\$73,762
10	\$58,396	\$77,862

- The above rates are effective as of ~~January 1, 2017~~ **July 1, 2021**.

Step	3 Block Teachers	4 Block Teachers
1	\$42,181.65	\$56,243.25
2	\$44,262.75	\$59,017.35
3	\$46,554.90	\$62,074.95
4	\$48,881.70	\$65,177.70
5	\$51,316.65	\$68,422.20
6	\$53,961.60	\$71,948.10
7	\$55,302.45	\$73,735.20
8	\$56,679.00	\$75,569.55
9	\$58,088.10	\$77,450.10
10	\$61,315.80	\$81,755.10

- Effective July 1, ~~2018~~ **2022**, there will be a ~~2.5%~~ **5.0%** increase to all salary steps **(reflected in the above rates)**

Step	3 Block Teachers	4 Block Teachers
1	\$43,868.92	\$58,492.98
2	\$46,033.26	\$61,378.04
3	\$48,417.10	\$64,557.95
4	\$50,836.97	\$67,784.81
5	\$53,369.32	\$71,159.09
6	\$56,120.06	\$74,826.02
7	\$57,514.55	\$76,684.61
8	\$58,946.16	\$78,592.33

8	\$60,411.62	\$80,548.10
10	\$63,768.43	\$85,025.30

- Effective July 1, ~~2019~~ **2023**, there will be a ~~2.5%~~ **4.0%** increase to all salary steps **(reflected in the above rates)**

Step	3 Block Teachers	4 Block Teachers
1	\$45,623.67	\$60,832.70
2	\$47,874.59	\$63,833.17
3	\$50,353.78	\$67,140.27
4	\$52,870.45	\$70,496.20
5	\$55,504.09	\$74,005.45
6	\$58,364.87	\$77,819.06
7	\$59,815.13	\$79,751.99
8	\$61,304.01	\$81,736.03
9	\$62,828.09	\$83,770.03
10	\$66,319.17	\$88,426.32

- Effective July 1, ~~2020~~ **2024**, there will be a ~~2.5%~~ **4.0%** increase to all salary steps **(reflected in the above rates)**

Step	3 Block Teachers	4 Block Teachers
1	\$47,448.62	\$63,266.01
2	\$49,789.57	\$66,386.49
3	\$52,367.93	\$69,825.88
4	\$54,985.26	\$73,316.05
5	\$57,724.25	\$76,965.67
6	\$60,699.46	\$80,931.83
7	\$62,207.74	\$82,942.07
8	\$63,756.17	\$85,005.47
9	\$65,341.21	\$87,120.83
10	\$68,971.94	\$91,963.37

- **Effective July 1, 2025, there will be a 4.0% increase to all salary steps (reflected in the above rates)**

**Article 27 – Group Registered Retirement Savings Plan**

- 27.1 The Employer will implement a Group Registered Retirement Savings Plan (RRSP Plan) for Continuing Teachers.
- 27.2 The RRSP Plan will be administered by an external service provider as determined by the Employer.
- 27.3 The RRSP Plan is only available to Continuing Teachers.
- 27.4 Enrolment in the RRSP Plan by Continuing Teachers is voluntary.
- 27.5 Continuing Teachers who elect to contribute to the RRSP plan shall receive a matching contribution from the Employer, up to a maximum of ~~0.5%~~ **2.0%** of the Continuing Teacher's annual salary, paid into the RRSP Plan by direct deposit / payroll deduction, on instalments that are arranged by the Employer.

## **Article 28 – Term of Agreement**

- 28.1 The term of the Collective Agreement shall commence on July 1, ~~2017~~**2021** and shall expire June 30, ~~2024~~ **2026**.
- 28.2 Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the life of the Agreement.
- 28.3 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.
- 28.4 The Parties agree to exclude the operation of sections 50(2) and (3) of the Labour Relations Code.

### Appendix A: Vacation Allowances

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

<b>Name</b>		<b>Vacation Weeks Per Year</b>
<b>Andrea</b>	<b>Berrys</b>	<b>8</b>
<b>Edward</b>	<b>Francis</b>	<b>8</b>
<b>Tim</b>	<b>Girdler</b>	<b>6</b>
<b>Jennifer</b>	<b>Hiebert</b>	<b>6</b>
<b>Carol</b>	<b>Luchka</b>	<b>6</b>
<b>Heather</b>	<b>Shea</b>	<b>8</b>
<b>Lisa</b>	<b>Vernon</b>	<b>6</b>

Letter of Agreement

Between:

Kaplan International-Vancouver (the

"Employer") and

Education and Training Employees' Association, Local 3 (the "Union")

RE: Voluntary Severance Packages

Continuing Teachers who were employed as a Teacher prior to December 31, 2007, will be entitled to retire and, if an eligible Continuing Teacher chooses to retire, upon retirement, will receive a severance package equal to one week salary for each completed year of service with the Employer.

The offer of voluntary severance for eligible Continuing Teachers is open from the date of execution of the Collective Agreement until June 30, 2019.

Agreed on this 5<sup>th</sup> day of July, 2017



For ployer

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For the Union