

COLLECTIVE AGREEMENT

Between:

EC TORONTO LANGUAGE CENTRE LTD.
(the “Employer”)



- AND -

UNIFOR LOCAL 87-M
(the “Union”)



DECEMBER 2ND, 2019 – DECEMBER 1ST, 2023

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ARTICLE 1 – PURPOSE OF AGREEMENT

1.1 Purpose of the Collective Agreement

The Employer and the Union (hereinafter collectively referred to as the “Parties”) share a desire to work cooperatively to address the concerns and interests of both Parties. Accordingly, they are determined to establish an effective working relationship at all levels of which Bargaining Unit Members are employed.

The purpose of this Agreement is to:

- (a) Establish and maintain a harmonious and mutually satisfactory relationship between the Employer, its Employees, and the Union;
- (b) Set forth the negotiated terms and conditions of employment, and establish and maintain mutually satisfactory working conditions for the Employees covered by this Agreement;
- (c) Provide mechanisms for collective bargaining and for the prompt and equitable resolution of any differences or Grievances that may arise between the Parties with respect to matters covered under this Agreement.

1.2 Conflicting Provisions

In the event of a conflict between an Employer policy or regulation and a term of this Agreement, the Agreement will take precedence.

ARTICLE 2 – DEFINITIONS

Bargaining Unit Members – Employees who are part of the Union and are legally represented by the Union.

CELTA Trainer (CT) – A Teacher with appropriate qualifications, who has successfully completed training to undertake CELTA training.

Contact Time – Time spent in class teaching.

DELTA Trainer (DT) – A Teacher with appropriate qualifications, who has successfully completed training to undertake DELTA training.

EC Toronto – The Employer’s place of business, including the Main School and/or any Satellite School.

Flex Full-Time Employee – A Regular Employee who is employed for a minimum of 20 Lessons per week.

Hour – 60 minutes of paid time.

Lesson – One hour of paid time, equivalent to 45 minutes of Contact Time.

Part-Time Employee – A Regular Employee who is employed for 18 Lessons or fewer per week.

Parties – The Employer and the Union, which are signatories to this Agreement.

Probationary Employee – An Employee on probation as described in this Agreement.

Regular Employee – An Employee who is a Bargaining Unit Member who has completed their probationary period. Regular Employees may be Full-Time (including Regular Full-Time and Flex Full-Time) or Part-Time, but must be available to teach when assigned unless mutually agreed otherwise.

Regular Full-Time Employee – A Regular Employee who is employed for a minimum of 30 Lessons per week.

Teacher – An Employee whose primary duty is teaching.

Union – Unifor Local 87-M.

Union Representative / Steward – An Employee who represents and defends the interests of Bargaining Unit Members in an official capacity on behalf of the Union, in accordance with the provisions of this Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

Except as, and to the extent as specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Employer and remain exclusively within the rights of the Employer and its Management. Without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Operate and manage its affairs and facility in as efficient and economical a manner as it sees fit;
- (b) Plan and determine the number of shifts, hours of work, schedule, class assignments and overtime;
- (c) Hire, assign, classify, transfer, promote, demote, reclassify and/or abolish positions to reflect changes in job requirements, direct, layoff, recall and assign work;
- (d) Discharge, suspend or otherwise discipline Employees, provided that Employees who completed their probationary period will only be discharged or otherwise disciplined for Just Cause;
- (e) Subject to the *Ontario Human Rights Code*, suspend, discipline or discharge a Probationary Employee for any reason satisfactory to the Employer, in the discretion of the Employer, whether for Just Cause or otherwise;
- (f) Make and alter from time to time rules and regulations to be observed by the Employees provided they are not inconsistent with the provisions of this Agreement.

The Employer agrees to continue to exercise its Management rights in a fair and reasonable manner.

The Employer agrees that the exercise of its rights does not relieve it of its obligations arising out of any other specific provision of this Agreement, or limit the rights of the Employees arising out of any specific provision of this Agreement. The Employer agrees to exercise its rights in a manner consistent with the terms of this Agreement.

ARTICLE 4 – UNION RECOGNITION, RIGHTS, AND RESPONSIBILITIES

4.1 Union Recognition and Application of Agreement

(a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees working in the City of Toronto, save and except Assistant Directors, persons above the rank of Assistant Director, Training Director, office, clerical, administrative, IT, and sales employees.

(b) The Employer recognizes the Union's right to select up to a maximum of **5 Union Representatives / Stewards** to represent the Bargaining Unit and/or individual Employees in accordance with the provisions of this Agreement. The Union will provide the Employer with a list of its Representatives / Stewards and will advise the Employer of any changes made to that list.

(c) The Union agrees to provide the Employer with a list of Union Representatives / Stewards and to advise the Employer of any changes to the list that may occur.

4.2 Right to Participate in the Union

(a) Both Parties agree to abide by the provisions of the *Ontario Labour Relations Act*, which ensures that there shall be no discrimination, intimidation, restriction, or threat with respect to any Employee for reason of exercising their rights contained in this Agreement, or for membership or participation in the Union.

(b) The Employer shall not interfere with, discriminate against, intimidate, threaten, coerce, retaliate against, or discipline any Employee or Union Representative / Steward for participating in and/or carrying out Union Business, provided such participation does not occur during Contact Time or interfere with the Employer's operations.

4.3 Right of Representation

Bargaining Unit Members shall have the right to have the assistance of the Union and/or a Unifor National Representative.

4.4 Union Membership

(a) Each Employee employed pursuant to this Agreement on the date of Union Certification, employed subsequent to Union Certification, and each New Employee, as a condition of their employment, shall become and remain a Member of the Union.

(b) The Employer shall supply the Union, **within 30 days** of signing of this Agreement, with a list containing current information (to the extent the Employer has it) for each Member of the Bargaining Unit, as follows:

- (i) Name (i.e. full legal name and commonly used name);
- (ii) Address;
- (iii) Telephone numbers (i.e. mobile phone and/or home phone);
- (iv) Email addresses;
- (v) Date of hire;
- (vi) Classification;
- (vii) Position;
- (viii) Status (i.e. active or inactive; e.g. due to long-term illness, Leave, or Layoff);
- (ix) Education and experience (i.e. any degrees, diplomas, certificates, qualifications, and/or experience that determine an Employee's Position, rate of pay, and applicable Premiums).

(c) The Employer shall advise the Union, in writing, of any changes to Employee information no later than **1 week** after they occur.

(d) The Employer shall advise the Union, in writing, when an Employee is dismissed, resigns, retires, is promoted to a Management Staff position, takes Leave, and/or in the event of an Employee's injury or death no later than **1 week** after the event occurs.

4.5 New Employees

(a) The Employer shall provide the Union, in writing, with New Employee information (as per **Article 4.4(b)** of this Agreement) at the Employee's time of hire.

(b) The Employer shall advise New Employees that this Agreement is in effect.

(c) A Union Representative / Steward shall be allowed **60 minutes** with a New Employee to discuss the Agreement and to sign the New Employee into Union membership.

4.6 Union Dues

(a) Union dues from all Employees shall be paid through automatic payroll deductions at each bi-weekly pay period.

(b) The Employer will deduct from each Employee's regular pay an amount equal to the regular Union dues in accordance with a dues schedule provided by the Union.

(c) The dues schedule may be amended by the Union with **1-month** notice and the Employer will adjust payroll deductions accordingly on the payday immediately following the notice period.

(d) The Employer will remit to the Union, no later than the **10th day** of each month, all regular Union dues collected during the preceding calendar month.

(e) The Employer will provide the Union with a monthly written statement of the amount of dues remitted to the Union for each Employee.

4.7 Time Off for Union Business

Union Representatives / Stewards shall be granted a leave of absence without pay for the purposes of attending Union training and/or other bona fide Union activities, subject to the following: The Union shall give the Employer at least **2 weeks' notice** in writing, in which case the request shall not be unreasonably withheld. Not more than **2 Union Representatives / Stewards** shall be absent on Union Business leave at any given time save and except for collective bargaining, where **the maximum will be 3**.

4.8 Union-Management Committee

(a) The Parties agree to establish a joint Union-Management Committee. The purpose of this committee will be to discuss matters, other than Grievances, relating to the workplace and to work toward an equitable outcome.

(b) The Union-Management Committee will be comprised of **2 Management Representatives** and **2 Union Representatives / Stewards** as selected by the Union.

(c) Either Party may bring additional Representatives to meetings when necessary or appropriate provided a request is made to the other Party and permission granted. Such permission shall not be unreasonably withheld.

(d) The Union-Management Committee will meet **at least 4 times per year** on a quarterly basis, at a time and location mutually agreeable to both Parties. Each Party will provide the other with a list of agenda items **within 5 business days** of the scheduled meeting.

(e) Time spent by Employees in the Union-Management Committee shall be paid.

4.9 Union Meetings

The Union may request use of the Employer's facilities for Bargaining Unit Members to attend meetings using normal room and equipment booking procedures, during and/or after business hours. The Union must make the request **48 hours in advance** to the Director or their designate. The decision to grant the request shall be at the Employer's sole discretion. Such permission shall not be unreasonably withheld.

4.10 Union Bulletin Boards

The Employer will provide the Union with use of a Union Bulletin Board located in either the Teachers' Room or another suitable location at both the Main School and any Satellite Schools (subject to the availability and the willingness of the Satellite School) for official Union Business.

ARTICLE 5 – GRIEVANCE AND ARBITRATION PROCEDURES

5.1 Grievances

Grievance shall mean any difference between the Parties arising from the interpretation, application, administration, or alleged violation of this Agreement.

5.2 Discipline Grievance

Discipline Grievances may be initiated at **Step Two**.

5.3 Termination Grievance

Termination Grievances may be initiated at **Step Three**.

5.4 Group Grievance

Group Grievances may be initiated at **Step Two**.

5.5 Policy Grievance

Policy Grievances may be initiated at **Step Two**, in writing, on any difference concerning the interpretation or alleged violation of this Agreement, or other causes of complaint **within 30 business days** following the date on which the Union first had or ought to have had knowledge of the event.

5.6 Grievance and Arbitration Procedure

(a) Both Parties shall have the right, at any time, to present Grievances under the procedure outlined in this Agreement.

(b) The following steps constitute the recognized Grievance procedure under this Agreement:

<u>Step One:</u> Discussion	(i) Discussions between an Employee and their Direct Manager will occur at Step One for the purpose of resolving the dispute. The Employee must raise the issue within 20 business days of the occurrence or awareness of the situation causing the complaint. (ii) The Direct Manager shall have 10 business days to respond. In the event that the Employee is not satisfied with the result of the discussion, the Union may submit a Grievance in accordance with Step Two. (iii) Employees have the right to be accompanied by a Union Representative / Steward during discussions between themselves and the Employer.
<u>Step Two:</u> Grievance Submission	(i) Failing satisfactory settlement at Step One, the Union may submit a Grievance, in writing, to the Centre Director within 10 business days of the Employer's response at Step One. (ii) All Grievances are to be submitted in writing. (iii) The Employer shall have 10 business days from the receipt of the Grievance to give a written reply to the Union.

<p>Step Three: Grievance Advancement</p>	<p>(i) Failing satisfactory settlement at Step Two, the Union may advance the Grievance to Step Three, in writing, to the Human Resources Department within 14 business days of receipt of the Step Two reply or of the date on which a reply should have been received, whichever is earlier.</p> <p>(ii) The Employer shall have 14 business days from the receipt of the Grievance to give a written reply to the Union.</p>
<p>Step Four: Arbitration</p>	<p>Failing satisfactory settlement at Step Three, the Union may advance the Grievance, in writing, to Arbitration within 20 business days of receipt of the Step Three reply or of the date on which a reply should have been received, whichever is earlier.</p>

5.7 Time Limits

Timelines may be extended by mutual agreement between the Parties and shall not be unreasonably withheld.

5.8 Mediation Process

(a) The Parties may mutually agree to refer a Grievance to Mediation, which will be confidential and without prejudice.

(b) The Mediation process will be agreed to in advance of any hearing.

5.9 Terms of Arbitration

(a) The Arbitration procedure incorporated in this Agreement shall be based on the use of a single Arbitrator for each Grievance.

(b) The Parties agree to discuss the advisability of selecting an Arbitrator of the Parties' mutual choosing, in accordance with the provisions of this Agreement, before seeking the appointment of an Arbitrator by the Minister of Labour.

(c) The Party referring the Grievance to Arbitration shall propose, in writing, to the other Party the names of **3 individuals** to act as the sole Arbitrator. If the proposed individuals are unacceptable, the other Party shall propose **3 additional names** for consideration. In the event that the Parties cannot agree on an appointment after taking these steps, they may continue to exchange names or request an appointment by the Minister of Labour, pursuant to section 48(4) of the *Ontario Labour Relations Act, 1995*, as amended.

(d) Each of the Parties will bear its own expenses with respect to any Arbitration proceedings, except that the Parties will bear jointly the expenses of the Arbitrator on an equal basis.

(e) No matter may be submitted to Arbitration that has not first been properly carried through all preceding steps of the Grievance procedure.

(f) The Arbitrator will hear and determine the Grievance and their decision will be final and binding on the Parties hereto and the Employees affected.

(g) The Arbitrator shall not have the power to alter, amend, modify, delete, or add to any provisions of this Agreement or to substitute any new provisions for any existing provisions nor give any decision inconsistent with the terms and provisions of this Agreement.

5.10 Procedural Errors

In the spirit of this Agreement, it is the intent of the Parties that a Grievance shall not be invalidated due to procedural errors, provided such errors have no essential bearing on the substance of the Grievance.

ARTICLE 6 – NO STRIKES, NO LOCKOUTS

(a) The Employer agrees that during the term of this Agreement there will be no lockout as defined by the *Ontario Labour Relations Act, 1995*.

(b) The Union agrees that during the term of this Agreement there will be no strike as defined by the *Ontario Labour Relations Act, 1995*.

ARTICLE 7 – HUMAN RIGHTS, DISCRIMINATION, HARASSMENT, AND BULLYING

7.1 General Terms

(a) The Employer and the Union shall recognize the dignity and worth of every person and shall provide equal rights and opportunities without discrimination, harassment, and/or bullying. Furthermore, the Parties will aim to create a climate of understanding and mutual respect for the dignity and worth of every person, so that they feel safe, comfortable, valued, and part of the common workplace.

(b) This Article outlines the Employer and the Union's commitment to ensure a discrimination-free, harassment-free, and bullying-free workplace, and shall act as a guide for Employees in adhering to legal and social guidelines regarding the recognition and prevention of discrimination, harassment, and bullying. Employees who feel that their human rights are being violated may seek protection under this Article.

(c) The Employer and the Union are committed to the principles and provisions of the *Ontario Human Rights Code* and the *Occupational Health and Safety Act*, and to providing a learning and working environment free from discrimination, harassment, and/or bullying based on race, colour, ancestry, national or ethnic origin, citizenship, creed, religious affiliation, sex, gender identity or expression, sexual orientation, age, marital or partnership status, family status, physical or mental disability, and conviction for which a pardon has been granted. Both Parties support the principle that all people are to be treated with dignity and respect.

(d) All matters covered under this Article shall be handled in a reasonable manner with regard to sensitivity and confidentiality by both Parties.

(e) This Article shall remain in force for the term of this Agreement. Notwithstanding the foregoing, the Parties agree that following the first incident that requires the use of this Article, a discussion may be requested by either Party and will be held by the Advocacy and Diversity Committee.

7.2 Definitions

(a) Discrimination is defined as differential treatment of an Employee on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, disability or any other enumerated ground under the *Ontario Human Rights Code* in the workplace.

(b) Harassment is defined as engaging in a course of vexatious comments or conduct in the workplace that is known or ought reasonably to be known to be unwelcome.

(c) Sexual harassment is defined as comments or actions based on sex, sexual orientation, gender identity, or gender expression that are unwelcome or should be known to be unwelcome. It may include humiliating or annoying conduct. Harassment requires a “course of conduct,” which means that a pattern of behaviour or more than one incident is usually required for a claim to be made. However, a single significant incident may be offensive enough to be considered sexual harassment.

Employees have the right to be free from sexual and gender-based harassment. Sexual harassment includes unwelcome sexual contact and remarks, leering, inappropriate staring, unwelcome demands for dates, requests for sexual favours, spreading sexual rumours (including on-line) and displays of sexually offensive pictures or graffiti. For example, an employer’s repeated and vulgar sexual comments to an Employee could constitute sexual harassment.

The comments or conduct do not have to be sexual in nature. Someone may tease or bother you because of gender-based ideas about how men or women “should” look, dress or behave. If you are a trans person, you are protected from degrading comments, insults or unfair treatment because of your gender identity or gender expression.

(d) The workplace is defined as any land, premises, location, or thing at, upon, in, or near which an Employee works.

(e) Discrimination, harassment, and bullying are in no way to be construed as properly discharged supervisory responsibilities, including disciplinary actions, nor any conduct that does not undermine the dignity or respect of an individual. Neither is this policy meant to inhibit free speech nor to inhibit normal social relations or the exercise of Management functions.

7.3 Complaint Procedure

(a) The Employer and the Union encourage any Employee who feels that they are the victim of discrimination, harassment, or bullying to approach the alleged offender and inform them that their behaviour is unacceptable. If the Employee is not comfortable approaching the alleged offender, or if there is a reoccurrence of such behaviour, the steps outlined below should be followed. In any event, it is advised that a written record be kept by the Employee stating details of each event, including dates, location, and witnesses.

(b) The Employer and the Union urge any Employee who feels that they have been a victim of discrimination, harassment, or bullying on the basis of any of the prohibited grounds to contact a Union Representative / Steward and a member of Management as soon as possible from the date of the incident. The Employer and the Union strongly suggest that if any third party is aware of any situation of discrimination, harassment, or bullying, that they bring it forward to a Union Representative / Steward and a member of Management. Employees who believe they have been witness to such behaviour should exercise reasonable judgment in determining their consequent course of action, prior to involving themselves in the situation.

If the complainant believes that their safety or another person's safety is at risk or threatened by the alleged offender(s), this should be noted and appropriate actions taken. Examples of appropriate actions may include separating involved Employees in the workplace or informing the police.

(c) Upon lodging of the complaint to a Union Representative / Steward or a member of Management, an investigation shall be conducted and carried out by the Employer in a fair and impartial manner. Bargaining Unit Members may have Union representation present during the interview.

7.4 Prevention and Education

The Employer shall ensure that:

- (i) Each Employee covered by this Agreement receives a copy of this Article;
- (ii) A copy of this Article is prominently posted in the workplace;
- (iii) Managers in authority are trained with respect to their responsibilities under this Article and the *Ontario Human Rights Code*, in creating and maintaining an environment free from discrimination, harassment, and bullying, and any other conduct prohibited under this Article. They will also be trained in regard to investigative and resolution mechanisms designed to deal with such problems;
- (iv) Each Employee participates in an educational seminar regarding discrimination, harassment, and bullying related to all prohibited grounds, and is encouraged to help create an environment free from discrimination, harassment, and bullying.

7.5 Advocacy and Diversity Committee

(a) The Employer is committed to developing, implementing, and maintaining strategies to enhance diversity and inclusion in its workplace. To this end, the Employer will make reasonable efforts to promote and advance diversity and inclusion by establishing a joint Advocacy and Diversity Committee to explore, consider, and offer suggestions to the Employer on ways to enhance diversity and inclusion.

(b) The Advocacy and Diversity Committee will be comprised of **2 Management Representatives** and **2 Union Representatives / Stewards**. The Parties will endeavour to ensure the Committee is gender balanced on both sides. During all absences, both Parties will recognize a substitute member as designated.

(c) The 2 Management Representatives and 2 Union Representatives / Stewards will be provided with meaningful training on diversity and inclusion in the workplace.

(d) The Advocacy and Diversity Committee will agree on a regular schedule and meet at least **once every 6 months**. Meetings requested by either Party that are deemed urgent will be held **within 5 days** of the date of the request.

(e) Either Party may bring additional Representatives to meetings when necessary or appropriate.

(f) Time spent by Employees in the Advocacy and Diversity Committee shall be paid.

7.6 Employee Support Persons

(a) The **2 Management Representatives** and **2 Union Representatives** of the Advocacy and Diversity Committee shall be designated as "Employee Support Persons". The Parties agree to recognize the role of the Employee Support Persons to assist with issues of workplace harassment and/or domestic abuse or violence.

(b) Employee Support Persons will provide Employees with information about specialized resources in the community such as counsellors, shelters, helplines, hospitals, police, or other specialized resources to assist them in dealing with workplace harassment and/or domestic abuse or violence.

7.7 Inclusivity

In this Agreement, use of masculine and feminine pronouns will be replaced by use of the pronoun "they", which aims to be as inclusive as possible by referencing all Employees in a neutral manner, regardless of their sex and/or gender.

ARTICLE 8 – HEALTH AND SAFETY

8.1 Health and Safety Compliance

The Employer shall comply with the *Workplace Safety and Insurance Act* and the *Occupational Health and Safety Act*.

8.2 Health and Safety Committee

(a) The Parties will establish a joint Health and Safety Committee in accordance with the requirements of the *Ontario Occupational Health and Safety Act*. Furthermore, the Parties jointly agree to actively promote measures to assure the health and safety of all Employees.

(b) The Health and Safety Committee will be comprised of **2 Management Representatives** and **2 Union Representatives / Stewards** as selected by the Union. Each member of the Health and Safety committee shall be certified as required. During all absences, both Parties will recognize a substitute member as designated.

(c) Either Party may bring additional Representatives to meetings when necessary or appropriate.

(d) The Health and Safety Committee will agree on a regular schedule and meet at least **once every 3 months**. Meetings requested by either Party that are deemed urgent will be held **within 5 days** of the date of the request.

(e) Time spent by Employees in Health and Safety Committee meetings shall be paid.

ARTICLE 9 – EMPLOYEE PROTECTION

9.1 Personnel Records

(a) The Employer will maintain a file for each Employee which will include documents that pertain directly to their employment, such as: appraisals, teaching and/or training observations, records of disciplinary action taken, payroll information, employment records, benefits details, copies of qualifications and certificates, company courses taken, training records, and other documents as required by government or regulatory third parties.

(b) An Employee may, upon written request to the Director or their designate, review and copy their personnel file. This request shall not be unreasonably denied, and this review will occur **within 7 calendar days** of the request unless mutually agreed upon otherwise and subject to operational requirements.

(c) The contents of Personnel Files shall be private and confidential.

9.2 Photography

Photographs, videos, audio recordings, and/or any other media of Employees shall not be taken or used by the Employer without first obtaining an Employee's consent. This consent may be withdrawn at any time for future photographs, videos, audio recordings, and/or any other media. Students, agents, and other visitors will be advised of these privacy standards.

ARTICLE 10 – TECHNOLOGICAL CHANGE

The Employer will provide reasonable notice to all Employees prior to the introduction of any significant technological change, replacement, and/or substitution that affects the terms, conditions, and/or day-to-day work or workload of Employees.

ARTICLE 11 – PROFESSIONAL WORKPLACE STANDARDS

11.1 Resources, Materials, and Equipment

The Employer shall ensure that Employees have access to resources, materials, and equipment to properly perform the functions of their job.

11.2 Teachers' Room and Training Room

The Employer shall provide Teachers' areas onsite that are secure, adequate, and functional for the needs and requirements of the Employees.

11.3 Kitchen and Common Areas

The Employer shall provide kitchen and common areas for the use of Bargaining Unit Members.

11.4 Satellite Schools

The Employer will canvass volunteers from the Bargaining Unit for open postings at a Satellite School. In the absence of any volunteers, Employees will be assigned to work at a Satellite School in the inverse order of Seniority. Any Employee who returns to their former position shall not be adversely affected.

ARTICLE 12 – EMPLOYEE RIGHTS

12.1 Just Cause

No Employee who has completed their probationary period may be disciplined or dismissed except for Just Cause.

12.2 Human Rights

The Employer and the Union agree to comply with the *Ontario Human Rights Code* in all respects.

12.3 Disciplinary Meetings and Documents

(a) The Employer shall advise Employees and the Union of any meeting which may result in discipline or at which discipline is imposed, and Employees shall have the right to have a Union Representative / Steward accompany them in the meeting.

(b) The Employer shall provide Employees with reasonable advance notice of the reason(s) for the meeting. The Union shall be provided with advance notice that is reasonable in the circumstances. If no disciplinary decision is rendered **within 7 days** of the meeting, the matter shall be considered abandoned.

(c) Copies of disciplinary warnings and/or letters will be provided to the Union. If an Employee signs a disciplinary document, their signature will only constitute proof that they received the document.

(d) Employee files shall be considered clear of discipline after **24 months**.

ARTICLE 13 – PROFESSIONAL DEVELOPMENT

(a) The Union and the Employer are committed to professional development. Any required professional development and/or training mandated by the Employer shall be paid for by the Employer.

(b) The Parties are committed to the concept of continuing professional development. It is an integral element of the teaching profession, and all Employees will be encouraged to take an active role in their continued development.

(c) The Employer shall provide opportunities for professional development and training to all Employees. Employees who attend professional development and/or training shall be paid for the time spent in the professional development and/or training. The Employer will endeavour to provide a variety of these opportunities.

ARTICLE 14 – BARGAINING UNIT WORK

(a) Bargaining Unit work shall only be performed by Bargaining Unit Members, except in circumstances beyond the Employer's control (i.e. emergencies) that require a member of Management to perform Bargaining Unit work.

(b) Work normally and regularly performed by Bargaining Unit Members shall not be contracted out if it will result in the layoff or reduction of hours of Bargaining Unit Members, without the consent of the Bargaining Unit.

ARTICLE 15 – PROBATION AND NEW HIRE POLICIES

(a) The probationary period for all Employees covered by this Agreement shall be for **the first 480 hours** or **the first 6 months** worked by the Employee, whichever occurs first.

(b) Upon successful completion of the probationary period, Full-Time Employees shall be placed on the appropriate Seniority List as of their date of hire, and Part-Time Employees shall be pro-rated on a go-forward basis.

ARTICLE 16 – SENIORITY

16.1 General Terms

(a) For Employees who are employed in the Bargaining Unit on the date of the ratification of this Agreement, Seniority shall be based on their **most recent date of hire** with the Employer or its predecessors. Upon ratification of this Agreement, Seniority for newly hired Part-Time Employees shall be pro-rated on a go-forward basis.

(b) Seniority shall continue to accumulate for Employees on approved Leaves, Vacation, and/or Sick Days as outlined in this Agreement.

(c) All Employees' names will appear on a Seniority List indicating their date of hire and Classification, and will be revised **every 6 months** and posted on the Union Bulletin Board. A copy of such List will be given to the Union. Part-Time Employees will have their own Seniority List.

(d) In the event that more than one Employee is hired on the same date their Seniority will be determined by Lot, which will be conducted jointly by the Parties to ensure that the results are random and unbiased.

(e) Three Seniority Lists shall be maintained: a Full-Time Seniority List, a Part-Time Seniority List, and a CELTA / DELTA Trainer Seniority List. The Employer shall classify all Employees covered by this Agreement as either being a Full-Time Employee or a Part-Time Employee.

(f) A Full-Time Employee who becomes a Part-Time Employee shall receive credit for all Seniority accumulated while working as a Full-Time Employee. All time accumulated thereafter as a Part-Time Employee shall be pro-rated and calculated based on the number of Lessons worked in regular class assignments, where 20 Regular Lessons equals one week of Seniority.

(g) A Part-Time Employee who becomes a Full-Time Employee shall receive credit for all Seniority accumulated while working as a Part-Time Employee. All time accumulated as a Part-Time Employee shall be pro-rated calculated based on the number of Lessons worked in regular class assignments, where 20 Regular Lessons equal one week of Seniority, in order to determine their Full-Time Seniority.

(h) A separate Seniority List will be maintained for CELTA / DELTA Trainers, based on their **most recent date of hire** within each section of the Department, regardless of the number of CELTA / DELTA courses taught. CELTA / DELTA Trainers will accumulate Seniority on the CELTA / DELTA Seniority List and the Full-Time Seniority or Part-Time Seniority list concurrently, regardless of the number of CELTA / DELTA courses taught.

16.2 Loss of Seniority

An Employee will lose their Seniority and their employment shall be deemed terminated under the following circumstances:

- (i) When the Employer discharges an Employee for Just Cause and they are not reinstated pursuant to the provisions of the Grievance procedure;
- (ii) When an Employee voluntarily leaves their employment with the Employer;
- (iii) When the Employer lays an Employee off for a period in excess of their Recall Rights;
- (iv) When an Employee fails to advise the Director or their designate **within 5 business days** of receipt of a registered letter offering Recall whether the Employee wishes to accept or decline the Recall offer. A registered letter mailed to the last known address of the Employee shall constitute a reasonable effort at Recall on the part of the Employer;
- (v) When an Employee is transferred to a position outside of the Bargaining Unit;
- (vi) When an Employee fails to return to work from an authorized Leave of Absence on the next scheduled working day following the expiry of the Leave, without a reasonable explanation;
- (vii) If an Employee utilizes a Leave of Absence for reasons other than for which it was granted.

ARTICLE 17 – LAYOFF AND RECALL

17.1 Layoff

- (a) The Parties agree that **Article 20** of this Agreement provides a mechanism for the scheduling of Lessons and reduction of Lessons on a short-term basis.
- (b) A long-term Layoff situation will be triggered if the Employer anticipates being below **920 Lessons per week** for greater than a consecutive **4-week period**.
- (c) In the event that the Employer anticipates that long-term Layoff(s) may be required, the Employer will provide the Union with advance notice that is reasonable in the circumstances. Following notification to the Union, the Union and the Employer agree to meet as soon as practicable to discuss the process for implementing the anticipated long-term Layoff(s) and potential ways to avoid long-term Layoff(s).

(d) In the event the Parties are unable to agree on a process or an alternative to the long-term Layoff(s), then the long-term Layoff(s) shall occur in the inverse order of Seniority beginning with Probationary Employees, then Part-Time Employees, and then Full-Time Employees.

(e) Written notice of Layoff shall be governed by the *Ontario Employment Standards Act*.

17.2 Recall Rights

(a) Employees who have been laid off will have a right to Recall to any work assignment that becomes available for **a period of 18 months** following their Layoff, subject to them being available to work and qualified to perform the work.

(b) Employees will ensure the accuracy of their contact telephone number and email address, in order for the Employer to contact them for Recall.

(c) No New Employees will be hired for positions that existing Employees on Recall are available and qualified to perform.

ARTICLE 18 – JOB VACANCIES

(a) Vacancies expected to last **longer than 90 days** within the Bargaining Unit that the Employer wishes to fill will be posted internally for **a period of 10 business days**. The notice posted by the Employer will set out the position and status, as well as a general description and requirements of the vacancy.

(b) In order to be eligible to apply, the Employee must be available to commence work in the vacancy on the date required by the Employer.

(c) The Employer shall consider the following factors for the purpose of filling the vacancy:

- (i) the qualifications, experience, skills, ability, and availability of the Employee, and
- (ii) the Seniority of the Employee.

When factor (i) is relatively equal between 2 or more Employees, then Seniority shall be the determining factor.

ARTICLE 19 – INCAPACITATED EMPLOYEES

In the event that an Employee becomes incapacitated and is unable to continue their job, the Employer will abide by its obligations under the *Ontario Human Rights Code*.

ARTICLE 20 – HOURS OF WORK AND WORK ASSIGNMENTS

20.1 Hours of Work

(a) Subject to the efficient operation of the Centre, the Employer shall arrange Employee work schedules so that their work assignments are consecutive (e.g. back-to-back Core Classes and Special Focus Classes), unless otherwise requested by the Employee.

(b) The Employer will maintain a Full-Time complement of a minimum of **18 Regular Full-Time Employees** and a minimum of **19 Flex Full-Time Employees**.

(i) **Regular Full-Time Employees** will be scheduled for a minimum of **30 Lessons each week**.

(ii) **Flex Full-Time Employees** will be scheduled for a minimum of **20 Lessons each week**.

(c) **Part-Time Employees** will only receive Lessons once the Full-Time complement has received the minimum number of Lessons listed in **Article 20.1(b)** of this Agreement.

(d) The determination of which Employees are assigned to the Regular Full-Time or Flex Full-Time positions will be done in order of Seniority of the Full-Time Seniority List, in accordance with **Article 16** of this Agreement.

(i) Full-Time Employees will have the opportunity biannually at the Employer's discretion to determine whether they would like to be assigned a Regular Full-Time position or a Flex-Full Time position, in order of Seniority.

(ii) A Full-Time Employee currently assigned a Flex Full-Time position who elects to be assigned a Regular Full-Time position in the next election period will maintain bumping rights. A Regular Full-Time Employee who elects to be assigned a Flex Full-Time position will maintain their bumping rights for the next election period.

(iii) If an Employee on the Full-Time Seniority List chooses to be assigned a Flex Full-Time position as opposed to a Regular Full-Time position, they will remain on the Full-Time Seniority List and accrue Seniority in accordance with **Article 16** of this Agreement.

(iv) The Employer agrees to go down the Full-Time Seniority List until 18 Regular Full-Time and 19 Flex Full-Time positions have been selected.

(e) In the event the Employer has not booked 920 Lessons in a week, the Employer is not obligated to maintain the complement of Full-Time Employees listed in **Article 20.1(b)** of this Agreement.

In such circumstances, hours will be reduced in the inverse order of Full-Time Seniority.

(f) If an Employee's workload is reduced, it shall occur in the inverse order of Seniority beginning with Probationary Employees, then Part-Time Employees, and then Full-Time Employees.

(g) In the event that a Regular Full-Time position becomes available, it shall be offered to Flex Full-Time Employees on the basis of Seniority, provided that the Flex Full-Time Employee is qualified to perform the work and is willing to accept the position.

(h) In the event that a Flex Full-Time position becomes available, it shall be offered to Part-Time Employees on the basis of Seniority, provided that the Part-Time Employee is qualified to perform the work and is willing to accept the position.

20.2 Workload Assignment

(a) In accordance with **Article 20.1** of this Agreement, Lessons will be offered to Teachers in the following order:

- (1) Regular Full-Time Employees will be offered 30 Lessons per week;
- (2) Flex Full-Time Employees will be offered 20 Lessons per week;
- (3) Existing Part-Time Employees (as of the date of the ratification of this Agreement) will be offered a maximum of 18 Lessons per week;
- (4) Flex Full-Time Employees will be offered a maximum of 10 additional Lessons per week;
- (5) Existing Part-Time Employees (as of the date of the ratification of this Agreement) will be offered a maximum of 12 additional Lessons per week;
- (6) Regular Full-Time Employees will be offered a maximum of 14 additional Lessons per week;
- (7) Flex Full-Time Employees will be offered a maximum of 14 additional Lessons per week;
- (8) Existing Part-Time Employees (as of the date of the ratification of this Agreement) will be offered 14 additional Lessons per week.

(b) The Union and the Employer agree to discuss the bidding process and allocation of Lessons at the quarterly Union-Management Committee meetings listed in **Article 4.8** of this Agreement.

20.3 Scheduling and Work Assignments

(a) A minimum of **3 CELTA training courses** will be offered to CELTA Trainers per year. The CELTA Manager will be given a minimum of **1 CELTA course** (or portions thereof) per year. Any remaining courses will be offered to CELTA Trainers in a round system in order of Departmental Seniority, as defined under **Article 16.1(h)** of this Agreement, up to a maximum of **6 courses per year** (7 if no other Trainers can fill a training slot).

The DELTA training up process will be offered to CELTA Trainers as required, and based on the operational requirements of the Employer. If unforeseen circumstances arise and a CELTA Trainer is unable to teach a course, the CELTA Manager may teach an additional course or courses on an as-needed basis. Every effort will be made to assign CELTA courses to Bargaining Unit Members first, so long as they do not exceed the 7-course maximum.

(b) DELTA courses will be offered to DELTA Trainers in order of Departmental Seniority, as defined under **Article 16.1(h)** of this Agreement.

(c) The Employer will continue its current practice of posting CELTA / DELTA Trainer positions when they become available and inviting qualified Teachers to apply and undergo the interview process.

(d) Employees shall be given the opportunity to perform the following assignments including, but not limited to:

- (i) Substitute Assignments;
- (ii) Closed Group Classes;
- (iii) One-to-One Sessions;
- (iv) AY Tutorials;
- (v) Free Classes;
- (vi) Library Sessions;
- (vii) OOPT Sessions;
- (viii) Placement Testing;
- (ix) Cambridge Exam Invigilation;
- (x) Other special assignments.

These work assignments shall be offered to Employees in order of Seniority, first to Full-Time Employees (regardless of whether they are Regular Full-Time or Flex Full-Time) in order of Seniority in a fair and equitable manner, subject to the efficient operation of the Centre.

(e) Once the regular work schedule has been determined, it will not be possible for an Employee to displace another Employee in order to increase their workload. An Employee may only acquire more work when additional work becomes available.

(f) Where the Employer reduces an Employee's workload (e.g. as a result of a program ending or a class closure), the Employer shall return the Employee to their previous workload no later than **1 week after the reduction occurs** in order of Seniority, provided there is work available for which the Employee is qualified, available, and willing to accept.

(g) An Employee shall have the opportunity to exchange equivalent work assignments with another Employee, provided the Employees involved are qualified to perform the work and receive Management approval. This will also apply to assignments with fixed start dates (e.g. Test Preparation Classes or the Pathways Program), however the exchange must occur prior to the start date unless due to exceptional circumstances.

(h) The Employer shall continue their practice of posting Work Schedules on the Employee Bulletin Board, and will provide Employees with their Work Schedules at the earliest possible opportunity.

20.4 Work Assignment Special Exemption

(a) CELTA / DELTA Trainers will be assigned Full-Time or Part-Time ESL classes when not on CELTA / DELTA courses. These assignments will be offered in order of Seniority.

(b) CELTA / DELTA Trainers on a Part-Time CELTA course will be given the opportunity to supplement their workload with ESL classes (up to a maximum of Full-Time or Part-Time hours, if possible) in accordance with Seniority.

(c) DELTA Trainers on a DELTA course will be given the opportunity to supplement their workload with ESL classes (up to a maximum of Full-Time or Part-Time hours, if possible) in accordance with Seniority.

20.5 Timeframes of Assignments

(a) The Employer shall maintain its current policy of paying Employees for scheduled work in the event that no Students show up to a class, course, session, or tutorial within the timeframes outlined below. Employees shall not be required to work or to remain on the premises for the duration of the work assignment save and except as set out below, and shall be paid as if they had worked.

Work Assignment	Timeframe
(i) Period 1 and/or Period 2 of a Core Class, Test Preparation Class, or Pathways Program Class (ii) Special Focus Class (iii) Business English Class (iv) Private Class	This Article applies if no Students show up within 20 minutes of the time the period or class is scheduled to begin provided that, for the Core Class, the Employee returns for the second half of the Core Class.
(v) Free Class	This Article applies if no Students show up within 15 minutes of the time the class is scheduled to begin.
(vi) One-to-One Session	This Article applies if no Students show up within 10 minutes of the time the session is scheduled to begin, if the Students have not provided at least 24 hours' notice of their absence. If the Students have provided sufficient notice, the session will be rescheduled.
(vii) AY Tutorial	This Article applies if no Students show up within 10 minutes of the time the tutorial is scheduled to begin.

(b) If a work assignment is not cancelled 24 hours in advance, the Employee shall be paid as if they had worked.

20.6 Substitute Assignments

(a) In most cases, a Substitute Assignment shall last for the duration of an Employee's absence and shall be assigned to an individual Employee for its duration, provided the individual Employee is available for the entire duration.

(b) An Employee who is being substituted shall resume their regular workload and their original work assignment(s) as soon as they are available and/or are able to work again. This includes CELTA / DELTA Trainers returning to their teaching schedule after completing a training course. There is no guarantee that an Employee will be returned to their original work assignment.

(c) If no Employee is available and/or able to take a Substitute Assignment after the Employer has followed all of the appropriate protocols, a Manager or an Assistant Manager may cover the assignment. This only applies in emergency situations.

20.7 Breaks

An Employee shall be entitled to a **15-minute unpaid break** for every **90 minutes** of Contact Time.

20.8 Data Entry

New data entry requirements for Employees will be reviewed at Union-Management Committee meetings. The Parties agree that if no resolution can be reached at these meetings, the matter shall be referred to Arbitration for settlement.

ARTICLE 21 – PAY RATES, WAGES, AND PREMIUMS

21.1 Pay Rates

(a) Pay Rates: Classroom Teaching Time

(i) **Article 21.1(a)** shall apply to all classroom teaching assignments, which include:

- Classroom Teaching Assignments
- Closed Group Classes
- One-to-One Sessions
- Free Classes
- Running CPD Workshops

(ii) For the duration of this Agreement, an Employee's Lesson Teacher Base Rate shall be from a minimum of **\$20.00**. Any Employee who, as at the ratification of this Agreement, has a higher Lesson Teacher Base Rate shall be red-circled and receive an **annual increase of 2% on January 1st of each year**.

(iii) Employees shall be paid the Lesson Teacher Base Rate plus any applicable Premiums for each Lesson.

(iv) One Lesson shall be equivalent to 45 minutes of Contact Time (one Hour of paid time).

(v) Employees performing classroom teaching assignments, which include One-to-One Sessions and Closed Group Classes, will be paid an additional 15% on their Lesson Teacher Base Rate to account for preparation time.

(vi) Employees teaching Free Classes shall not be eligible to be paid for the 15% preparation time and shall only receive their Lesson Teacher Base Rate.

(b) Pay Rates: Non-Classroom Time

(i) **Article 21.1(b)** shall apply to all non-classroom time assignments, which include:

- AY Tutorials
- Library Sessions
- OOPT Sessions
- Placement Testing
- Cambridge Exam Invigilation
- Attending CPD Workshops
- Administrative Meetings
- Orientation Talks
- Other special assignments

(ii) For the duration of this Agreement, an Employee's Hourly Teacher Base Rate shall be from a minimum of **\$20.00**. Any Employee who, as at the ratification of this Agreement, has a higher Hourly Teacher Base Rate shall be red-circled and receive an **annual increase of 2% on January 1st of each year**.

(iii) Employees shall be paid their Hourly Teacher Base Rate for their time spent working in the assignments listed above in subsection (i).

21.2 Wages and Annual Increases

(a) Wages and increases for Teachers under this Agreement shall be provided in accordance with '**Schedule A**'.

(b) Wages and increases for CELTA / DELTA Trainers under this Agreement shall be provided in accordance with '**Schedule B**'.

21.3 Premiums

(a) The amounts in the Premium Grid below shall apply for the term of this Agreement:

<u>DELTA/Masters Qualified Teacher (DM) Premium:</u>	Employees with a DELTA qualification and/or equivalent Masters degree or higher qualification (e.g. PhD) in education, teaching, ESL, or applied linguistics, shall be paid an additional \$2.00 on their Hourly Teacher Base Rate for each Lesson and/or each Hour , or part thereof, to account for their teaching-related qualifications.
<u>Specialized Teacher (SpecT) Premium:</u>	Employees shall be paid an additional 10% of their Hourly Teacher Base Rate when teaching Test Preparation Classes, Pathways Program Classes or other EAP Classes, and Business English Classes for each Lesson and/or each Hour , or part thereof.

(b) Employees shall be eligible to receive applicable Premiums depending on their qualifications and/or any Specialized Class they teach.

(c) Applicable Premiums for qualified Employees shall take effect on the date that an Employee provides proof of qualification to the Employer.

21.4 Payroll and Pay Schedule

(a) The Employer shall continue their practice of paying Employees on a bi-weekly basis by direct deposit, with payday being no later than Friday morning. The current payroll information shall continue to be made available to Employees.

(b) Payroll errors will be corrected as expeditiously as possible.

ARTICLE 22 – LEAVES OF ABSENCE

22.1 Ontario Employment Standards Act Leaves

(a) The Employer agrees to comply with regulations pertaining to Leaves covered under the *Ontario Employment Standards Act*, which includes:

- (i) Domestic and Sexual Violence Leave;
- (ii) Pregnancy Leave;
- (iii) Parental Leave;
- (iv) Family Caregiver Leave;
- (v) Family Medical Leave;
- (vi) Critical Illness Leave;
- (vii) Child Death Leave;
- (viii) Crime-Related Child Disappearance Leave;
- (ix) Organ Donor Leave;
- (x) Reservist Leave;

- (xi) Personal Emergency Leave;
- (xii) Family Responsibility Leave;
- (xiii) Declared Emergency Leave.

(b) During the above noted Leaves, the Employer shall continue to pay an Employee's Health Insurance Plan premiums provided the Employee chooses to continue to pay their portion.

22.2 Unpaid Leave of Absence

(a) The Employer, in its sole discretion, may grant an Employee an Unpaid Leave of Absence, provided the absence does not impact upon operational needs.

(b) An Employee who is absent from work due to accident or illness shall be considered to be on approved Leave, subject to the Employer's right to request medical information to substantiate the request for the Leave.

22.3 Bereavement Leave

(a) In the event of the death of a family member, Employees shall be entitled to take up to **3 consecutive days** of paid, job-protected Bereavement Leave per specified family member for any regularly scheduled workdays that immediately follow the day of the family member's death.

(b) Employees may take Bereavement Leave for the following specified family members:

- (i) Spouse of the Employee (includes both married and unmarried couples, of the same or opposite sex and/or gender);
- (ii) Parent, step-parent, adoptive parent, foster parent, legal guardian, child, step-child, adopted child, foster child, grandparent, step-grandparent, grandchild, or step-grandchild of the Employee or the Employee's spouse;
- (iii) Brother or sister of the Employee (includes full siblings, half-siblings, step-siblings, adoptive siblings, and foster siblings) or of the Employee's spouse;
- (iv) Brother-in-law, step-brother-in-law, sister-in-law, or step-sister-in-law of the Employee or the Employee's spouse;
- (v) Son-in-law or daughter-in-law of the Employee or the Employee's spouse;
- (vi) Any relative who is dependent on the Employee for care and/or assistance.

(c) Generally, an Employee will inform the Employer that they will be taking a Bereavement Leave before starting the Leave. If an Employee has to begin the Leave before notifying the Employer, the Employee will inform the Employer as soon as possible after starting it. Notice may be given to the Employer either orally or in writing. If an Employee is unable to notify the Employer in advance, they will inform them in writing as soon as possible after starting it.

22.4 Jury Duty Leave

The Employer shall provide time off without pay to an Employee called for Jury Selection or Jury Duty, and/or subpoenaed as a witness.

22.5 Public Office and Union Office Leave

(a) An Employee with Seniority, elected or appointed to an essentially full-time public office (e.g. Federal, Provincial, or Local office) or Union office, may make written application for an unpaid Public Office Leave or unpaid Union Office Leave for the period of their first term of active service in such office. If Leave is granted, additional Leaves for service in such office may be granted at the option of the Employer upon written application by the Employee.

(b) Any Employee granted such Leave shall be entitled to reinstatement at the then current rate of pay, to such work as they may be entitled on the basis of the Seniority provisions of this Agreement. Seniority rights shall continue to accumulate during the period of such Leave.

(c) The Employee's request for Public Office Leave or Union Office Leave may also include the necessary time to campaign for such office.

22.6 Paid Education Leave

The Employer agrees to pay into a special fund **1 cent per hour per Employee** for all compensated hours, for the purpose of providing Paid Education Leave, effective for the term of this Agreement. Such Leave will be for upgrading an Employee's skills in all aspects of trade union functions. Such monies are to be paid on a quarterly basis into a trust fund established by the National Union, Unifor, effective from the date of the ratification of this Agreement.

ARTICLE 23 – SICK DAY ENTITLEMENT AND PAY

(a) Employees with **4 completed years of service or less** shall be entitled to take **6 paid Sick Days per calendar year**.

(b) Employees with **5 completed years of years of service or more** shall be entitled to **8 paid Sick Days per calendar year**.

(c) Employees cannot carry unused paid Sick Days into the next calendar year. Any unused Sick Days shall be paid out in the **first pay period** of the following calendar year at the rate of **4 Lessons per each unused Sick Day**.

(d) Any Employee who has more paid Sick Days than they would otherwise be entitled to in this Agreement shall be red-circled.

ARTICLE 24 – VACATION ENTITLEMENT, PAY, AND SCHEDULING

24.1 Vacation Entitlement and Pay

(a) Employees shall be entitled to take the following paid Vacation in each anniversary year (i.e. beginning on the Employee’s date of hire). This amount will be prorated for a partial year of employment.

<u>Years of Service</u>	<u>Vacation Entitlement</u>
Less than 3 (from date of hire)	<u>2 weeks (10 days)</u> at 4% of gross earnings
3 – 6	<u>3 weeks (15 days)</u> at 6% of gross earnings
7 – 10	<u>4 weeks (20 days)</u> at 8% of gross earnings
11+	<u>5 weeks (25 days)</u> at 10% of gross earnings

(b) Employees, subject to approval from the Employer, may carry forward up to **1 week of paid Vacation** into the following year, which must be used **within the first 3 months of the new Vacation year**.

(c) Any Employee who has more paid Vacation than they would otherwise be entitled to in this Agreement shall be red-circled.

24.2 Vacation Scheduling

(a) Vacation must be scheduled as far in advance as possible on a first-come-first-served basis. If a Vacation has been scheduled in advance, that Employee cannot be displaced from that schedule. If there are 2 or more Employees seeking the same schedule and the request was made at the same time and they cannot be accommodated, then Seniority shall be the deciding factor.

(b) Vacation requests must be submitted in writing to the Director of Studies (DOS). The DOS shall respond to the Employee’s Vacation request **within 2 business days** of the request. The DOS maintains discretion to approve or deny requests in accordance with operational needs.

(c) The Employer will continue their practice of posting an updated copy of the Vacation Schedule.

ARTICLE 25 – STATUTORY HOLIDAY ENTITLEMENT, PAY, AND SCHEDULING

(a) The Employer will maintain its current policy regarding paid Statutory Holidays and observe the following Statutory Holidays:

- (i) **New Year's Day** (January 1st);
- (ii) **Family Day** (the 3rd Monday in February);
- (iii) **Good Friday** (the Friday before Easter Sunday);
- (iv) **Victoria Day** (the Monday on or before May 24th);
- (v) **Canada Day** (July 1st);
- (vi) **Civic Holiday** (the 1st Monday in August);
- (vii) **Labour Day** (the 1st Monday in September);
- (viii) **Thanksgiving Day** (the 2nd Monday in October);
- (ix) **Remembrance Day** (November 11th);
- (x) **Christmas Day** (December 25th);
- (xi) **Boxing Day** (December 26th);
- (xii) **Any other day prescribed by regulation under the Ontario Employment Standards Act.**

(b) An Employee whose regular day off work falls on a recognized holiday shall receive an additional day off with pay at another date.

(c) When a Statutory Holiday falls within an Employee's scheduled Vacation, the day will not be considered a Vacation day.

ARTICLE 26 – HEALTH INSURANCE PLAN AND BENEFITS

(a) The level of benefit coverage as outlined in the benefit plan shall be maintained at the current levels identified in the benefit plan booklet and shall be subject to the terms and conditions of the plan documents as amended from time to time. The Employer shall not be prevented from changing the insurance carrier or any of the insured benefit plans or self-insured plans as it sees fit provided the level of benefits in Empire Life contract number G3716-001 are not reduced during the life of this Agreement.

(b) The Parties agree that any dispute in relation to the benefit coverage must be directed to the benefits provider. A decision of the benefits provider shall not form the basis of a Grievance.

(c) The Employer shall pay **85% of premiums** for Employees with **less than 5 years of service**.

(d) The Employer shall pay **100% of premiums** for Employees **after 5 years of service**.

ARTICLE 27 – REGISTERED RETIREMENT SAVINGS PLAN

All Employees shall be eligible to participate in the Employer's group Registered Retirement Savings Plan (RRSP) in accordance with the terms and conditions of the plan. The Employer will match each Employee's RRSP contribution up to a maximum of **2% of their gross wages**.

ARTICLE 28 – TERM OF AGREEMENT

- (a) The term of this Agreement shall be for **4 years** effective from **December 2nd, 2019** to **December 1st, 2023** inclusive. The Agreement shall remain in full force and effect during the entirety of this term.
- (b) This Agreement may be changed or amended in any way deemed necessary by both Parties upon mutual agreement, in writing, at any time during the term of the Agreement.
- (c) This Agreement may be extended beyond its expiry date for any period that is mutually agreed upon by both Parties, in writing, subject to the requirements of the *Ontario Labour Relations Act*.
- (d) Either Party may serve notice to bargain **90 days** before the expiry of this Agreement in accordance with the *Ontario Labour Relations Act*.
- (e) Upon expiry of this Agreement, all terms, conditions, wages, and benefits shall remain in effect until a new Agreement is reached, or until the Union commences a lawful strike or the Employer commences a lawful lockout.

SCHEDULE A – WAGES AND ANNUAL INCREASES: TEACHERS

(a) The pay rates in the Teacher Base Rate Grid below shall apply to Teachers for the term of this Agreement.

(b) Employees hired prior to the date of the ratification of this Agreement will gain a Year of Service (i.e. move down the grid) on their anniversary date.

(c) Employees hired after the date of the ratification of this Agreement will gain a Year of Service provided a minimum of **1,040 Lessons** have been taught. If 1,040 Lessons have not been taught, the increase will occur once this threshold is met – and this will become the Employee’s new anniversary date.

(d) Following the ratification of this Agreement, Employees shall receive an annual increase of 2% on January 1st (i.e. move across the grid).

(e) Following the ratification of this Agreement, red-circled Employees shall receive an annual increase of 2% on January 1st.

<u>Years of Teaching Service</u>	First Year: Dec. 2nd, 2019	Second Year: January 1st, 2021	Third Year: January 1st, 2022	Fourth Year: January 1st, 2023
0 – 1	\$20.00	\$20.00	\$20.00	\$20.00
1 – 2	\$20.40	\$20.81	\$21.22	\$21.65
2 – 3	\$20.81	\$21.22	\$21.65	\$22.08
3 – 4	\$21.22	\$21.65	\$22.08	\$22.52
4 – 5	\$21.65	\$22.08	\$22.52	\$22.97
5 – 6	\$22.08	\$22.52	\$22.97	\$23.43
6 – 7	\$22.52	\$22.97	\$23.43	\$23.90
7 – 8	\$22.97	\$23.43	\$23.90	\$24.38
8 – 9	\$23.43	\$23.90	\$24.38	\$24.87
9 – 10	\$23.90	\$24.38	\$24.87	\$25.36
10+ (Capped)	\$24.38	\$24.87	\$25.36	\$25.87

SCHEDULE B – WAGES AND ANNUAL INCREASES: CELTA / DELTA TRAINERS

(a) The pay rates in the CELTA Trainer and DELTA Trainer Rate Grids below shall apply to CELTA Trainers and DELTA Trainers for the term of this Agreement and include all face-to-face teaching and administrative duties.

(b) Following ratification of this Agreement, all CELTA Trainers and DELTA Trainers will receive the increases outlined below on January 1st.

(c) Following the ratification of this Agreement, red-circled Employees shall receive an annual increase of 2% on January 1st.

<u>Years of CELTA Training Service</u>	<u>CELTA Trainer Rate per 120-Hour Course</u>
0 – 1 (from start date within the Teacher Training Department as a CELTA Trainer)	\$3,675
1 – 2	\$3,859
2 – 3	\$4,000
3 – 4	\$4,080
4 – 5	\$4,162
5 – 6	\$4,245
6 – 7	\$4,330
7 – 8	\$4,416
8 – 9	\$4,505
9 – 10	\$4,595
10+ (Capped)	\$4,687

<u>Years of DELTA Training Service</u>	<u>DELTA Trainer Rate for Module 1</u>
0 – 1 (from start date within the Teacher Training Department as a DELTA Trainer)	\$1100 Module 1 includes exam prep (face-to-face) Input/Mock Exam Hours = 32 hours One Trainer per course
1 – 2	\$1,122
2 – 3	\$1,144
3 – 4	\$1,167
4 – 5	\$1,191
5 – 6	\$1,214
6+ (Capped)	\$1,239

<u>Years of DELTA Training Service</u>	<u>DELTA Trainer Rate for Module 2</u>
0 – 1 (from start date within the Teacher Training Department as a DELTA Trainer)	\$4500 Module 2 includes input sessions and teaching practice (face-to-face) Input/TP Observation = 55 hours/Trainer Marking assignment time varies
1 – 2	\$4,590
2 – 3	\$4,682
3 – 4	\$4,775
4 – 5	\$4,871
5 – 6	\$4,968
6+ (Capped)	\$5,068

<u>Years of DELTA Training Service</u>	<u>DELTA Trainer Rate for Module 3</u>
<p style="text-align: center;">0 – 1 (from start date within the Teacher Training Department as a DELTA Trainer)</p>	<p style="text-align: center;">\$500 Module 3 includes 6 input sessions, 2 face-to-face Saturdays, and draft review Input Hours = 4 hours/Trainer Draft guidance time varies</p>
<p style="text-align: center;">1 – 2</p>	<p style="text-align: center;">\$510</p>
<p style="text-align: center;">2 – 3</p>	<p style="text-align: center;">\$520</p>
<p style="text-align: center;">3 – 4</p>	<p style="text-align: center;">\$531</p>
<p style="text-align: center;">4 – 5</p>	<p style="text-align: center;">\$541</p>
<p style="text-align: center;">5 – 6</p>	<p style="text-align: center;">\$552</p>
<p style="text-align: center;">6+ (Capped)</p>	<p style="text-align: center;">\$563</p>