

Memorandum of Agreement

Between:

Pearson College UWC

(the "College")

And:

Professional Employees Association

(the "Association")

This Memorandum of Agreement is subject to ratification by the members of the Association's bargaining unit and by the College's Board of Directors.

The members of the College and the Association bargaining committees agree, unanimously and without reservation, to recommend the terms set out in this Memorandum of Agreement to their respective principals, and to schedule the necessary meetings to ensure that their principals vote on the recommendations no later than thirty (30) calendar days after the date on which this Memorandum of Agreement is signed.

Subject to such ratification, the first collective agreement between the College and the Association shall contain the following:

1. All "green sheets" tentatively agreed by the parties to date.
2. The attached items.
3. Except as identified above, all other proposals tabled by the parties are withdrawn without prejudice.

DATED this 21st day of January, 2025.

Bargaining Representatives for the College

Bargaining Representatives for the Association







Arno Dirks (Jan 21, 2025 18:20 PST)

Shelley Seysener











Pearson College - and - PEA – Collective Bargaining

Tentatively Agreed

Collective Agreement

Between:

Lester B. Pearson College of the Pacific and United World Colleges (Canada) Inc. –
College du Pacifique Lester B. Pearson et Colleges du Monde Uni (Canada) Inc.,
DBA Pearson College UWC

(the “College”)

And:

Professional Employees Association

(the “Association”)

[Term to be Negotiated]

*We acknowledge that the Pearson College community lives, learns and works
on the unceded traditional territory of the Sc’ianew First Nation.*



For the College



Brett Harper (Nov 30, 2023 14:41 PST)

For the Association

Date: November 30, 2023

Pearson College - and - PEA – Collective Bargaining

Tentatively Agreed

DEFINITIONS

In this Agreement:

- a. **“academic year”** means the one year period commencing on a date in August of each year that is designated by the College.
- b. **“Agreement”** means this collective agreement.
- c. **“Association”** means the Professional Employees Association.
- d. **“CAS”** means Creativity, Activity, Service.
- e. **“CAS teaching week”** means a week during the work year in which students participate in CAS activities or other experiential education programming.
- f. **“College”** means Lester B. Pearson College of the Pacific and United World Colleges (Canada) Inc. – College du Pacifique Lester B. Pearson et Colleges du Monde Uni (Canada) Inc., doing business as Pearson College UWC.
- g. **“EE”** means Extended Essay.
- h. **“employee”** means an employee in the bargaining unit represented by the Association.
- i. **“experiential week”** means a week identified in the College calendar during which students are engaged in experiential education outside the classroom.
- j. **“FTE”** means full-time equivalent.
- k. **“immediate family”** means the partner, child, parent, guardian, sibling, grandchild, grandparent, fiancé, parent-in-law, or sibling-in-law of an employee, and any person who lives with an employee as a member of their family.
- l. **“LMC”** means the joint labour management LMC committee established under this Agreement.
- m. **“partner”** means a person who
 - i. is the spouse of an employee by marriage or under any other formal union recognized by law, or

- ii. has been living with an employee in a conjugal relationship for at least 12 continuous months, or is otherwise recognized by law as the employee’s common law spouse.

- n. **“scheduled activities”** means meetings or functions that are timetabled or pre-scheduled by the College, such as exam supervision, Village Gatherings, UWC days, special topic days, Global Affairs, field trips, year-end clean-up days, and start-up week.

- o. **“scheduled working hours”** means an employee’s scheduled classroom hours, CAS activities, experiential week, and scheduled activities.

- p. **“student”** means a registered student at the College.

- q. **“Summer Break”** means the period between the end of a work year and the beginning of the next work year.

- r. **“teaching day”** means a day during the work year on which classroom instruction is delivered to students.

- s. **“teaching week”** means a week during the work year during which classroom instruction is delivered to students.

- t. **“teaching year”** means the period during the work year during which classroom instruction is delivered to students.

- u. **“work year”** means the period which begins at the commencement of the academic year in August, and ends no later than one week after students depart for their summer break in the following calendar year.

“Winter Break” means the winter break period identified in the College’s academic calendar.



For the College

Date: October 17, 2024



Brett Harper (Oct 25, 2024 10:04 PDT)

For the Association

Tentatively Agreed

ARTICLE 1 - PREAMBLE

1.01 Purposes of Agreement

The parties recognize that the College is a two-year, pre-university school for students from over 80 countries who live, study and learn together, while pursuing an International Baccalaureate and an outdoor-oriented experiential education.

The following are the purposes of this Agreement:

- a. to establish and maintain an orderly and harmonious relationship between the College, the Association and the employees;
- b. to set forth all agreements between the College and the Association regarding rates of pay and other conditions of employment for employees; and
- c. to provide an amicable method for final and conclusive settlement without stoppage of work of all disputes between the persons bound by this Agreement respecting its interpretation, application, operation or alleged violation, including a question as to whether a matter is arbitrable.

1.02 Mutual Cooperation

The parties also recognize and agree to cooperate in:

- a. working towards fulfilling the College's Mission to make "education a force to unite people, nations and cultures for peace and a sustainable future", and the College's commitment to do the following:
 - i. offer life-defining experiences for young people, enabling them to discover the possibility of change through courageous action, personal example and selfless leadership;
 - ii. provide a learning environment that fosters the balanced development of the whole person, and encourages an integrated development of human potential across a range of different dimensions, including the intellectual, moral, aesthetic, emotional, social, spiritual, and physical;
 - iii. keep the students' experience at the centre of our decision-making;
 - iv. actively promote intercultural understanding, the development of genuine concern for others founded on shared life experiences and collaborative living, reflective

dialogue on global issues, and critical and courageous engagement in the pursuit of peace;

- v. place community interaction at the heart of College life, involving the active participation of all members of the College community;
 - vi. provide opportunities for students to practice personal initiative, self-discipline and responsibility, to manage risk and to embrace challenge, supported by a reassuring adult presence;
 - vii. instil in the students a love of learning through passionate teaching and an engaging curriculum;
- b. promoting a standard of excellence in teaching and administration through ongoing professional development and innovation;
 - c. promoting respectful communications between the parties, and between individuals at the College; and
 - d. promoting a safe and secure working and learning environment.

1.03 Future Legislation

- a. In the event that any future legislation renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties shall consult with a view to reaching mutually agreeable provisions to be substituted for the provision rendered null and void.
- b. In the event that any future legislation materially alters the intent of any clause in this Agreement, either party may request consultation with a view to seeking an amendment or clarification of the clause.

1.04 Use of Terms

- a. Wherever in this Agreement the singular is used, it is understood that the reference shall include the plural where the context so requires.
- b. Gender inclusive language is to be used throughout this Agreement.
- c. References to days, weeks, months or years shall be understood to mean calendar days, weeks, months or years, unless otherwise provided in this Agreement.



For the College
Date: November 30, 2023



Brett Harper (Nov 30, 2023 14:41 PST)

For the Association

Pearson College - and - PEA – Collective Bargaining

Tentatively Agreed

ARTICLE X – DISCRIMINATION, BULLYING AND HARASSMENT

X.01 Human Rights Code

The parties subscribe to the principles of the Human Rights Code of British Columbia.

X.02 Discrimination, Bullying and Harassment

The College and the Association recognize the right of all employees to work in an environment that is free from discrimination, bullying and harassment.

X.03 Complaints and Reports

Complaints and reports of discrimination and/or bullying and harassment will be dealt with under the College's Respectful Community Policy.

X.04 Complaint Outcome

The outcome of a discrimination and/or bullying and harassment complaint may be grieved by the complainant or respondent.



For the College



Brett Harper (Feb 20, 2024 09:58 PST)

For the Association

Date: February 20, 2024

Tentatively Agreed

ARTICLE X – HEALTH AND SAFETY

X.01 Responsibilities

The College, the Association and the employees shall comply with their respective obligations under the Workers Compensation Act and the Occupational Health and Regulation.

X.02 Cooperation

The College and the Association recognize that occupational health and safety is a shared concern, and agree to cooperate to support and promote a safe and healthy workplace.

X.03 Health and Safety Committee

The College shall establish and maintain a joint health and safety committee, in accordance with the Workers Compensation Act and the Occupational Health and Regulation. The joint health and safety committee shall prepare minutes of its meetings, and send copies to the College and to the Association.

X.04 Accidents

The College shall ensure that accident investigation, reporting and follow-up action is conducted as required by the Workers Compensation Act.



For the College



Brett Harper (Feb 27, 2024 11:29 PST)

For the Association

Date: February 21, 2024

Tentatively Agreed

ARTICLE X – ASSOCIATION RECOGNITION AND REPRESENTATION

X.01 Bargaining Unit

The bargaining unit shall consist of all employees for whom the Association has been certified as bargaining agent in accordance with the order of the British Columbia Labour Relations Board dated June 21, 2023, or as subsequently amended by the Board or by mutual agreement of the parties. [NTD: Subject to the outcome of the parties' without prejudice discussions regarding the scope of the bargaining unit.]

X.02 Association Recognition

The College recognizes the Association as the exclusive bargaining agent for all employees in the bargaining unit.

X.03 No Other Agreements

No employee covered by this Agreement shall be required or permitted to make any written or oral agreement with the College or its representatives which may conflict with the terms of this Agreement.

X.04 Association Meetings

- a. The Association agrees that no meeting or interruption shall take place during an employee's scheduled working hours.
- b. At the request of the Association, and provided that such meetings do not interrupt the continuity of the students' courses or any scheduled meetings of the College or affect the security or maintenance of the College, the College shall, without charge, provide the Association with a suitable room in one of its buildings for the purposes of holding Association meetings. However, the College must be advised 48 hours in advance of the Association's requirements for the use of the room. The Association shall make arrangements for leaving the room in good order.

X.05 Association Representatives

- a. The College recognizes the Association's right to appoint up to three employees as Local Representatives to represent employees in the bargaining unit.
- b. The Association shall submit to the College a written list of its Local Representatives and Association officials who are authorized to act on behalf of the Association. Any subsequent

changes in the Association's Local Representatives or Association officials shall promptly be forwarded in writing to the College.

X.06 Access to Worksite

- a. Association officials, who are not College employees, attending a meeting on campus shall first obtain permission from the Head of School or the College's designated representative. Such permission shall not be unreasonably denied. Association officials shall sign in at the front office and wear a visitor name tag.
- b. The Association agrees that its Association officials will conduct Association business on College property in a manner so as not to disrupt the operation of the College.

X.07 Right to Refuse to Cross Picket Lines

Employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a lawful labour dispute or refuse to do the work of striking or locked out employees. Failure to cross such a picket line or to perform the work of striking or locked out employees will not be considered a violation of this Agreement, nor will it be grounds for disciplinary action, other than loss of wages for the period involved.

X.08 No Discrimination for Association Activity

The College or any person acting on its behalf and the Association agree there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Association.

X.09 Contracting Out

The College agrees not to contract out any work presently performed by employees which would directly result in the layoff of an employee. Also, classroom instruction work that is presently performed by employees shall not be contracted out if it would directly result in the elimination of any current bargaining unit positions.

X.10 Contact Information

At the beginning of each academic year, the College will provide the Association with list of all employees in the bargaining unit. The list will include each employee's name, employee number, home mailing address, work email address, appointment status, FTE percentage, and if the employee is on a leave of absence, the nature of the leave. The College will provide this list in an electronic spreadsheet format, and will update it quarterly.

X.11 Association Orientation

- a. During the interview process, the College will advise shortlisted applicants for positions in the bargaining unit that a collective agreement is in effect, and will provide a link to this Agreement.
- b. When a new employee commences employment in the bargaining unit, the College will provide them with the names and contact information for the Association’s Local Representatives.
- c. A Local Representative designated by the Association will be given an opportunity to meet privately with new employees for up to thirty (30) minutes during their first month of employment to acquaint them with the structure, benefits, and duties of Association membership. The Local Representative and new employees will not suffer a loss of pay for the time spent attending this meeting, which shall occur at a time that is outside their scheduled working hours.



For the College

Date: February 21, 2024



Brett Harper (Feb 27, 2024 11:29 PST)

For the Association

Tentatively Agreed

ARTICLE X – ASSOCIATION RECOGNITION AND REPRESENTATION

As per the green sheet signed by the parties, with the following amendment to X.01:

X.01 Bargaining Unit

- a. The bargaining unit shall consist of all employees for whom the Association has been certified as bargaining agent in accordance with the order of the British Columbia Labour Relations Board dated June 21, 2023, or as subsequently amended by the Board or by mutual agreement of the parties.
- b. Notwithstanding the above, the parties agree that the position of School Counsellor and Wellness Coordinator shall be excluded from the bargaining unit.
- c. The parties agree that the Director of the Climate Action Leadership Diploma is included in the bargaining unit.



For the College



Brett Harper (Oct 25, 2024 10:04 PDT)

For the Association

Date: October 17, 2024

Pearson College - and - PEA – Collective Bargaining

Tentatively Agreed

ARTICLE X - MANAGEMENT RIGHTS

It is recognized and acknowledged that the management and direction of the employees and activities of the College are vested exclusively with the College through the Head of College as authorized by the Board of Directors, except as otherwise provided in this Agreement.



For the College



Brett Harper (Nov 30, 2023 14:41 PST)

For the Association

Date: November 30, 2023

Pearson College - and - PEA – Collective Bargaining

Tentatively Agreed

ARTICLE X – NO STRIKES OR LOCKOUTS

There shall be no strikes or lockouts during the term of this Agreement.



For the College



Brett Harper (Dec 14, 2023 07:54 PST)

For the Association

Date: December 13, 2023

Tentatively Agreed

ARTICLE X – ASSOCIATION SECURITY

X.01 Association Membership

All employees who were or became members of the Association on or after June 21, 2023 shall, as a condition of continued employment, maintain such membership.

X.02 Association Dues Deduction and Remittance

- a. All employees in the bargaining unit shall, as a condition of employment, authorize deduction of the dues, initiation fees and assessments set by the Association. The College will deduct such dues, initiation fees and assessments, and forward them to the Association no later than the 15th day of the month following the month in which they were deducted.
- b. Along with the deductions, the College's monthly remittance will include an electronic spreadsheet containing the following information for all employees from whose wages the deductions have been made: name, employment status, job title, earnings, and dues deducted.
- c. The College shall indicate on the employee's Statement of Remuneration Paid (T4) the eligible deductions paid to the Association, subject to the provisions of the Income Tax Act and applicable regulations.



For the College



Brett Harper (Dec 14, 2023 07:54 PST)

For the Association

Date: December 12, 2023

Tentatively Agreed

ARTICLE X – LABOUR MANAGEMENT RELATIONS

X.01 Representation

No individual employee or group of employees will undertake to represent the Association at meetings with the College without proper written authorization from the Association.

X.02 Labour Management Committee

- a. A joint labour management committee (LMC) shall be established, comprised of no more than three representatives from each of the parties.
- b. The purposes of the LMC shall be as follows:
 - i. to promote the cooperative resolution of workplace issues;
 - ii. to foster good relations between the parties; and
 - iii. to discuss and attempt to resolve any issue relating to the administration of this Agreement that is not currently the subject of a grievance.

X.03 LMC Meetings

- a. The LMC will meet twice per term, at a mutually agreeable time and place. LMC members will receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Matters for which the required notice was not given may be considered by unanimous consent of the LMC.
- b. Employees appointed as Association representatives on the LMC will not suffer a loss of pay for the time spent attending LMC meetings.
- c. A College and an Association representative will be designated as joint chairpersons, and will alternate in chairing LMC meetings.
- d. Minutes of each LMC meeting will be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Association and the College will each receive copies of the minutes within five working days following the meeting.

X.04 Bargaining Committee

- a. The Association may appoint up to four employees as members of its bargaining committee for the purpose of collective bargaining with the College, plus required Association staff. The Association may also appoint one employee as an alternate, to attend a collective bargaining meeting if a member of the Association’s bargaining committee is not available. The Association will brief its bargaining committee members and the alternate regarding their confidentiality obligations during collective bargaining.
- b. The Association will notify the College of the names of its bargaining committee members and the alternate.
- c. If a member of the Association’s bargaining committee or the alternate resigns from the committee, the Association may appoint a replacement.
- d. Employees appointed to the Association’s bargaining committee or as an alternate will not suffer a loss of pay for the time spent attending bargaining and preparation meetings, up to and including mediation. Unless otherwise agreed by the parties, such meetings shall be scheduled at times that are outside the scheduled working hours of the employees on the Association’s bargaining committee or the alternate.



For the College



Brett Harper (Dec 14, 2023 11:09 PST)

For the Association

Date: December 14, 2023

Tentatively Agreed

ARTICLE X - GRIEVANCE PROCEDURE

X.01 Definition of Grievance

“Grievance” means any difference or dispute concerning the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable.

X.02 Grievance Procedure

An earnest effort will be made to settle grievances fairly and promptly, in the following manner:

Step 1

Within 14 days of the alleged violation or the action or circumstances giving rise to the grievance, the employee will attempt to resolve the matter informally through discussions with their immediate supervisor. An Association Representative may participate in this discussion at the request of the employee or their supervisor. An informal resolution reached at this stage shall not be used as a precedent by either party.

Step 2

If the matter is not resolved at Step 1, the Association shall present the grievance in writing to the Deputy Head of College (Academics), clearly setting forth full particulars of the alleged violation, including the Article(s) involved and the remedy sought. The written grievance must be presented within 30 days of the alleged violation or the action or circumstances giving rise to the grievance. The Deputy Head of College (Academics) shall meet with the Association and the employee within 14 days of receiving the written grievance, and shall provide a written reply within 10 days after that meeting.

Step 3

If the matter is not resolved at Step 2, the Association shall present the written grievance to the Head of College, within 14 days following receipt of the decision of the Deputy Head of College (Academics). The Head of College shall meet with the Association and the employee within 14 days of receiving the written grievance, and shall provide a written reply within 10 days after that meeting.

X.03 Policy Grievance

The Association or the College shall have the right to initiate a policy grievance at Step 3.

X.04 Referral to Arbitration

If the grievance remains unresolved after the conclusion of Step 3, it may be referred to arbitration. Either party shall notify the other party in writing within 14 days of the conclusion of Step 3 of its desire to submit the grievance to arbitration.

X.05 Deviation from the Grievance Procedure

After a grievance has been initiated at Step 2, the College will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the grieving employee(s), without the consent of the Association.

X.06 Time Limits

The College and the Association agree that timely resolution of grievances is in the best interest of all parties. In the spirit of this Agreement, each party undertakes to notify the other promptly if it expects difficulty in meeting prescribed time limits. If necessary, time limits stipulated in this Article may be waived or extended by mutual written consent.

X.07 Settlements

All settlements arrived at during the grievance procedure shall be final and binding upon the College, the Association and the employee(s) concerned.



For the College



Brett Harper (Feb 20, 2024 09:58 PST)

For the Association

Date: February 7, 2024

Tentatively Agreed

ARTICLE X - ARBITRATION PROCEDURE

X.01 Single Arbitrator

Where a party gives notice of its desire to submit a grievance to arbitration, the parties shall agree on a single arbitrator. Failing agreement by the parties, the Director of the Collective Agreement Arbitration Bureau, at the request of either party, shall make the necessary appointment pursuant to the Labour Relations Code.

X.02 Binding Decision

The arbitrator shall hear and determine the grievance, and shall issue a decision which is final and binding on the parties and any person affected by it.

X.03 Jurisdiction of Arbitrator

The arbitrator shall not have jurisdiction to add to, delete from, change, modify or make any decision contrary to any provisions of this Agreement.

X.04 Cost of Arbitrator

The Association and the College shall each pay one-half of the fees and expenses of the arbitrator, including any costs of the place of hearing.



For the College



Brett Harper (Dec 14, 2023 07:54 PST)

For the Association

Date: December 12, 2023

Tentatively Agreed

ARTICLE X - APPOINTMENT CATEGORIES

X.01 Types of Appointment

An employee shall hold one of the following types of appointment:

- a. initial appointment;
- b. continuing appointment;
- c. temporary appointment; or
- d. sessional appointment.

X.02 Initial Appointment

- a. An initial appointment shall have a term of three consecutive academic years, and shall either be full-time or part-time with a FTE workload of 50% or more.
- b. The College shall notify the employee by December 1 of the third year of their initial appointment whether the College wishes to offer the employee a continuing appointment. If the College makes such an offer, the employee shall have until December 15 of the third year of their initial appointment to accept the offer.
- c. If the College decides not to offer a continuing appointment, or if the employee declines the offer, the employee's employment shall end on the expiry of their initial appointment.

X.03 Continuing Appointment

- a. A continuing appointment shall have an indefinite term, and shall either be full-time or part-time with a FTE workload of 50% or more.
- b. An employee who successfully completes their initial appointment, or at least three years in a temporary appointment, and who is offered and accepts a continuing appointment, shall be employed by the College on a continuing basis commencing at the beginning of their continuing appointment.
- c. A continuing appointment may only be terminated as described in this Agreement.

X.04 Temporary Appointment

- a. A temporary appointment shall have a fixed term of up to and including three academic years, and shall either be full-time or part-time with a FTE workload of 50% or more.
- b. A temporary appointment shall be used to replace an employee who is on leave, and carries no expectation of employment subsequent to the expiry of the stated term.
- c. The College may terminate a temporary appointment before the expiry of the stated term if the employee on leave returns to work, with four weeks' written notice or payment of salary in lieu of all or part of such notice.
- d. If an employee who holds a temporary appointment is offered and accepts an initial appointment, the College shall credit the employee with their service in the temporary appointment toward the term of their initial appointment.

X.05 Sessional Appointment

- a. A sessional appointment shall have a fixed term of up to and including one work year, and shall have a workload of no more than 7.3 classroom hours per week.
- b. A sessional appointment carries no expectation of employment subsequent to the expiry of the stated term.
- c. The College may terminate a sessional appointment before the expiry of the stated term, with four weeks' written notice, or payment of salary in lieu of all or part of such notice.
- d. No more than 14.6 weekly classroom hours at the College shall be delivered by employees with sessional appointments.



For the College



Brett Harper (Oct 25, 2024 10:04 PDT)

For the Association

Date: October 17, 2024

Tentatively Agreed

ARTICLE X - SENIORITY

X.01 Definition

Seniority means an employee's FTE service with the College in a bargaining unit role, including all service rendered in a faculty role prior to the date of certification. Seniority will operate on a bargaining-unit-wide basis.

X.02 Leaving the Bargaining Unit

An employee who leaves the bargaining unit to fill another position with the College shall continue to accumulate seniority, and shall have the right to exercise their seniority to return to the bargaining unit, for a period of up to two years. This period may be extended by an additional one year upon mutual agreement between the College and the Association. After the expiry of this period, the employee's seniority shall be lost.

X.03 Leaves of Absence

Seniority shall continue to accrue while an employee is on an approved leave of absence, with the exception of an unpaid personal leave of absence under Article [insert article number] where seniority is frozen but does not accrue.

X.04 Seniority List

At the beginning of each academic year, the College shall provide the Association with a current seniority list, and shall distribute the seniority list to all employees electronically.

X.05 Loss of Seniority

Seniority shall be lost and employment terminated if an employee:

- a. resigns or retires;
- b. is discharged for just and reasonable cause or as otherwise described in this Agreement;
- c. is laid off without being recalled for a period of 12 consecutive months; or

- d. after a layoff, fails to report for work within five working days after being recalled by telephone or by email sent to the email address last provided by the employee to the College.



For the College

Date: October 17, 2024



Brett Harper (Oct 25, 2024 10:04 PDT)

For the Association

Tentatively Agreed

ARTICLE X – POSTING OF POSITIONS

X.01 Job Postings

When a vacancy occurs for a position within the bargaining unit, the College will distribute the posting electronically to the employees, with a copy to the Association. Vacancies shall be posted for a minimum of five working days before being filled. All postings shall indicate the position's title, duties, qualifications and appointment category.

X.02 Search Committee

- a. Where a vacancy is posted, the College will establish a search committee to conduct the search.
- b. The search committee will be responsible for developing the evaluation criteria for the shortlist and interview process.
- c. The search committee will review the applications, create an interview shortlist, and interview the shortlisted candidates.
- d. The search committee will then make a written recommendation to the Head of College, who will make the final selection decision and be responsible for ensuring that reference checks are conducted.

X.03 Appointments

Except where appointments are made pursuant to an employment equity policy approved under Section 42 of the Human Rights Code, selection of candidates for bargaining unit positions shall be on the basis of qualifications and on the principle that the candidate whose qualifications best meet the requirements of the position shall be selected for appointment. In evaluating qualifications, the College may consider such factors as the applicant's abilities, knowledge, education, skill, training, past performance, and overall ability to efficiently satisfy the requirements of the job. Where all other factors are equal, the candidate with the greater seniority shall be selected.

X.04 Notification of Appointments

The College will distribute the name of the successful candidate electronically to the employees, with a copy to the Association.



For the College

Date: April 10, 2024



Brett Harper (Apr 11, 2024 13:26 PDT)

For the Association

Pearson College - and - PEA – Collective Bargaining

Tentatively Agreed

ARTICLE X – PERSONNEL RECORDS

X.01 Personnel File

- a. Documents relevant to an employee’s employment at the College shall be included in the employee's personnel file.
- b. Employees will be copied on any documents relating to their performance which are placed in their personnel file, including those maintained by Human Resources.
- c. An employee will have the right to request that the College correct an error or omission in the personal information in their personnel file.

X.02 Access to Personnel File

An employee will have the right during normal College business hours to have access to and review their personnel file. The Employee is entitled to receive a copy of the file if requested.

X.03 Disciplinary Action

A copy of any disciplinary action which is placed in an employee’s personnel file will be given to the employee and to the Association.



For the College



Brett Harper (Mar 27, 2024 11:21 PDT)

For the Association

Date: March 27, 2024

Tentatively Agreed

ARTICLE X – BENEFITS

X.01 Group Benefit Plan

The College shall make arrangements with an insurance carrier to provide a group benefit plan for all eligible employees covered by this Agreement. The College shall provide the Association with a current copy of the group benefit plan policy.

X.02 Group Benefit Plan Booklet

The College shall provide a current copy of the group benefit plan booklet to the Association and to each eligible employee covered by this Agreement.

X.03 Eligibility

The group benefit plan shall cover eligible full-time and part-time employees with an initial, temporary or continuing appointment. Employees with a sessional appointment shall not be eligible for coverage under the group benefit plan.

X.04 Enrolment

Eligible employees shall be enrolled in the group benefit plan on the first day of the calendar month immediately following the date on which they become eligible for coverage.

X.05 Premium Payments

The premiums for eligible employees to participate in the group benefit plan shall be paid as follows:

Benefit	Employer	Employee
Extended Health	100%	
Vision Care	100%	
Life Insurance	100%	
AD&D		100%
Long-term Disability		100%
Employee Assistance Plan	100%	
Dental	50%	50%

X.06 Continuation of Premium Payments

The College shall continue to pay its share of the group benefit plan premiums while an eligible employee is on an approved leave of absence, with the exception of an unpaid personal leave of absence under Article [insert article number], provided that the employee also continues to pay their share of the premiums.

X.07 Limitation of Liability

The obligation of the College under the group benefit plan is restricted to the payment of premiums, or portions of premiums, as applicable, to the insurance carrier. The College has no responsibility for the administration of the group benefit plan, and the benefits outlined in the group benefit plan policy and booklet do not form part of this Agreement. All benefits are subject to the conditions of eligibility and any other limitations expressed in the group benefit plan policy.

X.08 Changes to Group Benefit Carrier

The College shall consult with the Association before changing group benefit carriers. The College agrees that the benefit levels outlined in the group benefit plan will not be reduced without the consent of the Association.



For the College

Date: September 3, 2024



Brett Harper (Sep 4, 2024 13:29 PDT)

For the Association

Tentatively Agreed

ARTICLE X - SICK LEAVE

X.01 Sick Days

- a. An employee with an initial, temporary or continuing appointment shall be entitled to the following sick days in each academic year:
 - i. five paid sick days; plus
 - ii. an additional one paid sick day for each completed month of employment in the academic year, up to a maximum of seven additional sick days in the academic year.
- b. An employee with a sessional appointment who has completed at least 90 consecutive days of employment shall be entitled to the following sick days in each academic year:
 - i. five paid sick days; plus
 - ii. three unpaid sick days.
- c. Unused sick days shall not be paid out.

X.02 Record of Employment

When an employee has exhausted all sick days and is not able to return to work, the College will provide the employee a Record of Employment to enable the employee to apply for Employment Insurance sickness benefits.

X.03 Medical Certificates

The College may require an employee to provide a medical certificate to substantiate the employee's inability to work for medical reasons, to support an accommodation request, to confirm the employee's fitness to work, or in other circumstances that are reasonable. If there is a cost to the employee for the medical certificate it will be paid or reimbursed by the College.

X.04 Medical and Dental Appointments

Where it is not possible for an employee to schedule necessary medical and dental appointments outside scheduled working hours, time for such appointments shall be charged against any sick leave accumulated by the employee.



For the College

Date: September 3, 2024



Brett Harper (Sep 4, 2024 13:29 PDT)

For the Association

Tentatively Agreed

ARTICLE X – LEAVES

X.01 General

- a. The leave entitlements outlined below apply to employees with initial, temporary or continuing appointments. Employees with sessional appointments are entitled to the leaves described in the Employment Standards Act.
- b. An employee who is entitled to leave under this Article should advise the College as soon as the employee becomes aware that such leave is required. If the employee will not be replaced during their leave, the employee will, where possible, ensure lessons are prepared for students to follow independently during their absence.
- c. Where an employee is entitled to paid leave under this Article, the employee shall be paid the salary they would have earned had they continued working during the leave.

X.02 Bereavement Leave

- a. Employees shall be entitled to the following paid bereavement leave:
 - i. death of an immediate family member: up to five days' leave;
 - ii. death of a friend: up to one day of leave.
- b. All or a portion of an employee's bereavement leave may be used to attend a funeral, memorial service, religious or cultural/traditional ceremony, which is scheduled at a time not proximate to the death.
- c. In the event of exceptional circumstances, the College may consider additional bereavement leave.

X.03 Special Leave

- a. Employees shall be entitled to take up to a total of three days of paid special leave in each academic year, for the following purposes:
 - i. to meet family responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any other member of the employee's immediate family;

- ii. if there is a serious fire, flood or similar household disaster in the employee's household; or
 - iii. for the purpose of moving the employee's household, up to a maximum of one day.
- b. In the event of exceptional circumstances, an employee may request approval of their immediate supervisor for up to a maximum of five additional days of unpaid special leave in an academic year, for the purposes listed above.
- c. Unused special leave shall not be paid out, or carried over from one academic year to the next.

X.04 Jury Duty or Court Proceedings

- a. Employees who are required by summons or subpoena to serve as a juror, or as a witness in a Court proceeding to which the employee is not a party, shall be granted paid leave for the required period of attendance. The employee must remit any jury or witness fees to the College, except travelling and meal allowances.
- b. Employees who are required to attend a Court proceeding to which the employee is a party shall be granted unpaid leave for the required period of attendance.
- c. The employee must return to work immediately if excused from jury duty or from attending a Court proceeding.

X.05 Unpaid Personal Leave

- a. An employee may be granted up to one year of unpaid leave for personal reasons, upon written application presented to the Head of College. The employee must provide reasonable notice in advance of the proposed leave, and at least four months' notice if the proposed leave is longer than six months. Permission for such leave shall be at the discretion of the Head of College, but shall not be withheld unreasonably. If the Head of College does not grant permission, the employee shall be given reasons in writing.
- b. Unpaid personal leave is not to be used to extend an employee's vacation.
- c. Upon written application, the Head of College may extend an employee's unpaid personal leave by up to one additional year in exceptional circumstances.
- d. An employee who takes unpaid personal leave of longer than six months must inform the College in writing no later than four months before the expiry of their leave, whether they will or will not be returning to the College when their leave expires.

- e. Unpaid personal leave will not affect any accrued entitlements earned before the commencement of the leave. However, seniority will not accumulate during the leave.
- f. An employee's coverage under the College's group benefit plan will continue during an approved unpaid personal leave, provided the employee pays both the College and the employee premiums for such coverage. If payment is not received from the employee within 30 days of being notified of the amount owing, the coverage will be terminated.

X.06 Employment Standards Act Leaves

- a. The College recognizes that the Employment Standards Act provides further statutory leave entitlements for eligible employees, including but not limited to:
 - i. Compassionate care leave;
 - ii. Critical illness or injury leave;
 - iii. Family responsibility leave;
 - iv. Reservists' leave;
 - v. Leave respecting disappearance of child;
 - vi. Leave respecting death of child; and
 - vii. Leave respecting domestic or sexual violence.
- b. Eligible employees are entitled to such leaves in accordance with the terms of the Employment Standards Act, as it may be amended from time to time. Seniority and service will accrue if and as required under the Employment Standards Act.
- c. An employee's coverage under the College's group benefit plan will continue during an Employment Standards Act leave, provided the employee continues to pay their share of the premiums for such coverage.

X.07 Association Leave

- a. Subject to the operational requirements of the College and with reasonable advance written notice, leave of absence without pay will be granted to an employee selected for, or elected to, a full-time position with the Association or one of its affiliates, for a period of up to three years. No more than one employee shall be on leave under this clause at any given time.
- b. Employees may request unpaid leave to represent the Association at Association functions. Employees requesting leave under this clause will provide the College with as much advance

notice as possible. Leaves under this clause shall be subject to the operational requirements of the College, but approval of such leaves shall not be withheld unreasonably.

- c. Seniority shall continue to accumulate during the leaves listed above.
- d. To facilitate the administration of this clause, when Association leave without pay is granted, the College shall continue the employee's salary and benefits, and the Association shall reimburse the College for the employee's salary and the College's share of the benefit premiums within 30 days of receipt of an invoice for such costs.

X.08 Voting Leave

- a. All employees are entitled to four consecutive hours free of employment on the day of a federal, provincial, or municipal election or by-election, during the hours in which the polls are open. No employee shall suffer a loss of pay in order to comply with this provision. Where an employee's normal schedule would not leave four consecutive hours free of employment on an election day, the employee is entitled to paid leave as necessary to allow four consecutive hours free of employment.
- b. If an employee is a citizen of another country, and if that country requires citizens to vote from an embassy, consulate, or high commission in a national election or referendum, then the College will allow the employee up to one day of paid leave as necessary to travel to and from the embassy, consulate, or high commission to participate in the electoral process.



For the College



Brett Harper (Sep 5, 2024 15:02 PDT)

For the Association

Date: September 5, 2024

Tentatively Agreed

ARTICLE X – MATERNITY, PARENTAL AND ADOPTION LEAVE

X.01 Maternity Leave

- a. A pregnant employee is entitled to up to 17 consecutive weeks of unpaid maternity leave, which must be taken during the period that begins no earlier than 13 weeks before the expected birth date and no later than the actual birth date.
- b. An employee who requests such leave after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid maternity leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.
- c. An employee who requests leave after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy.
- d. An employee who requests leave under this clause is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when their leave ends.
- e. A request for maternity leave must
 - i. be given in writing to the College,
 - ii. if the request is made during the pregnancy, be given to the College at least 4 weeks before the day the employee proposes to begin leave, and
 - iii. if required by the College, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave. If there is a cost to the employee for the medical certificate it will be paid or reimbursed by the College.
- f. If an employee on maternity leave proposes to return to work earlier than six weeks after giving birth to the child, the College may require the employee to provide a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work. If there is a cost to the employee for the medical certificate it will be paid or reimbursed by the College.

X.02 Parental and Adoption Leave

- a. An employee who requests parental leave is entitled to the following unpaid parental leave:
 - i. for a parent who takes maternity leave, their choice of either up to 35 consecutive weeks of standard parental leave, or up to 61 consecutive weeks of extended parental leave, commencing immediately after the end of their maternity leave;
 - ii. for a parent, other than an adopting parent, who does not take maternity leave, their choice of either up to 37 consecutive weeks of standard parental leave, or up to 62 consecutive weeks of extended parental leave, commencing within 78 weeks after the birth of the child or children; and
 - iii. for an adopting parent, their choice of either up to 37 consecutive weeks of standard parental leave, or up to 62 consecutive weeks of extended parental leave, commencing within 78 weeks after the child or children are placed with the parent.
- b. If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests parental leave under this clause is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of their parental leave.
- c. A request for parental leave must
 - i. be given in writing to the College, and indicate whether the employee elects standard or extended parental leave,
 - ii. if the request is made by a parent other than an adopting parent, be given to the College at least 4 weeks before the day the employee proposes to begin leave, and
 - iii. if required by the College, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave. If there is a cost to the employee for the medical certificate it will be paid or reimbursed by the College.
- d. An employee's election of either standard or extended parental leave is irrevocable, provided that the College may at its discretion allow the employee to return to work early if the employee wishes to do so.

X.03 Supplemental Employment Benefit Plan

- a. The College shall make the following Supplemental Employment Benefit (SEB) plan available to employees with continuing or initial appointments.

- b. In order to receive the SEB, the employee must provide to the College with proof of application and eligibility to receive Employment Insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving Employment Insurance benefits is not eligible for the SEB plan.
- c. To be eligible for SEB plan benefits, the employee must commit to return to work with the College for at least six months immediately following the end of their parental leave, and the employee must agree to reimburse the College for the SEB plan payments they have received if they do not do so.
- d. The SEB plan benefits are as follows:
 - i. during the one week Employment Insurance waiting period, the College will pay the employee 75% of the employee's regular weekly earnings; and
 - ii. if the employee has opted for standard parental leave, then during the period when the employee is on parental leave and is in receipt of Employment Insurance benefits, up to a maximum of 17 weeks, the College will pay the employee the difference between the amount of the Employment Insurance benefits received by the employee and 75% of the employee's regular weekly earnings; or
 - iii. if the employee has opted for extended parental leave, then during the period when the employee is on parental leave and is in receipt of Employment Insurance benefits, up to a maximum of 17 weeks, the College will pay the employee the difference between the amount of the Employment Insurance benefits they would have received if they had opted for standard parental leave and 75% of the employee's regular weekly earnings.
- e. Employees who qualify for maternity leave may elect to receive up to 17 weeks of their parental leave SEB benefits during their maternity leave instead of their parental leave. This election must be provided to the College in writing before the commencement of the employee's maternity leave.
- f. The maximum number of weeks that SEB benefits are payable to an employee is 18 weeks, inclusive of the Employment Insurance waiting period.
- g. Employees are not entitled to receive SEB benefits and sick leave or disability benefits concurrently. An employee may opt to utilize available sick days instead of applying for SEB benefits, provided the College is satisfied that the employee is unable to work due to a valid health-related condition.

X.04 Entitlements Upon Return to Work

- a. An employee who returns to work after the expiration of maternity, parental or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- b. On return from maternity, parental or extensions to such leaves, an employee shall be placed in the employee's former position or in a comparable position.



For the College

Date: September 5, 2024



Brett Harper (Sep 5, 2024 15:02 PDT)

For the Association

Tentatively Agreed

ARTICLE X – RETIREMENT SAVINGS

X.01 Options at Time of Hiring

At the time of hiring, an employee with an initial or temporary appointment must make a one-time election between the following retirement savings options:

- a. to enrol in the British Columbia College Pension Plan, subject to its mandatory enrolment guidelines; or
- b. to participate in a RRSP matching plan, under which the College and the employee shall each make contributions to the employee’s designated RRSP account, in amounts equal to the contributions the College and the employee would have made to the British Columbia College Pension Plan on the employee’s behalf, had the employee been participating in that Pension Plan; or
- c. to have an amount equal to the contributions the College would have made to the British Columbia College Pension Plan on the employee’s behalf, had the employee been participating in that Pension Plan, paid to the employee as an annual supplement to their salary.

X.02 Employees with Continuing Appointments

An employee who is offered and accepts a continuing appointment must make a one-time election between either option (a) or option (b) above.

X.03 Existing Employees

Notwithstanding the above, if an employee with a continuing appointment who is employed on the date of ratification of this Agreement chose to have the College portion of their annual retirement contribution paid as an annual supplement to their salary, the College shall continue to make such payments for that employee in lieu of the options described above.



For the College



Brett Harper (Sep 4, 2024 13:29 PDT)

For the Association

Date: September 3, 2024

Tentatively Agreed

ARTICLE X – EARLY RETIREMENT BENEFIT

X.01 Eligibility

- a. To be eligible for an early retirement benefit, an employee must
 - i. be employed in a continuing appointment,
 - ii. be at least age 57 and no older than age 64, and
 - iii. have a minimum of 15 years of FTE service with the College.
- b. For the purpose of paragraph (iii) above, service includes any time on an approved leave of absence, with the exception of an unpaid personal leave of absence under Article [insert article number].

X.02 Application Process

- a. An eligible employee who wishes to apply for early retirement must submit their application to the College in writing on or before December 15 of the period from August 1 through the subsequent July 31 (the “ERB Period”) in which they reach the age of 57 or over.
- b. The College shall grant the early retirement benefit to no more than two eligible employees in any academic year. If more than two eligible employees apply for the early retirement benefit in any academic year, the College will determine entitlement based on seniority. If two or more eligible employees have the same seniority, the College will determine entitlement by calculating the sum of the age and seniority of each of those applicants, and granting the benefit to the applicant, or applicants, with the highest score(s).
- c. Where an eligible employee’s early retirement application is approved, the effective date of their retirement shall be the last day of the academic year in which their application was submitted.

X.03 Early Retirement Benefit

The amount of an eligible employee’s early retirement benefit shall be based on their age on the last day of the ERB Period in which their application was submitted, and shall be the following percentage of the annual salary they would have earned had they remained in full-time employment in the subsequent academic year:

Age	Percentage of Annual Salary
57-59	100%
60	80%
61	60%
62	40%
63	20%
64	20%

X.04 Payment

- a. Where an eligible employee's early retirement application is approved, the College shall pay the early retirement benefit to the employee in a lump sum on September 1 of the calendar year in which the employee retires, or on January 2 of the following calendar year, or in two installments on those dates, at the election of the employee. Such payments shall be less deductions required by law.

- b. The early retirement benefit is the maximum retirement benefit payable by the College to any employee, and includes all amounts the College is obliged to pay to any employee under any other retirement plan.



For the College



Brett Harper (Sep 5, 2024 10:56 PDT)

For the Association

Date: September 3, 2024

Pearson College - and - PEA – Collective Bargaining

Tentatively Agreed

ARTICLE X - NOTICE OF RESIGNATION OR RETIREMENT

- a. In order to provide continuity of learning for students, an employee with an initial, temporary or continuing appointment who wishes to resign or retire shall endeavour to provide the College with written notice of their resignation or retirement on or before December 15 of an academic year. The employee's resignation or retirement shall be effective at the end of that academic year.

- b. Employees with sessional appointments shall provide the College with one month of written notice of resignation.



For the College



Brett Harper (Sep 4, 2024 13:29 PDT)

For the Association

Date: September 3, 2024

Tentatively Agreed

ARTICLE X – PERSONAL VEHICLES

Where the College requires an employee to use their personal vehicle for College business, the following terms shall apply:

- a. The College shall reimburse the employee at the rate of \$0.60 per kilometre for the kilometres driven on College business. This reimbursement is intended to cover the College's proportionate share of the costs for insurance coverage, fuel and repairs for the employee's personal vehicle.
- b. If the employee is required by ICBC rules to purchase business insurance coverage, the College will reimburse the employee for the difference in cost between pleasure and business use upon proof of insurance.
- c. It is the employee's responsibility to maintain adequate levels of insurance coverage for third party liability.
- d. If an accident or theft occurs while the employee is using their personal vehicle for College business, the College will reimburse the deductible portion of the employee's insurance claim, to a maximum of \$500 in any 12 month period. Should the employee choose not to make an insurance claim, the College will reimburse the employee up to this same maximum amount, upon receipt of the repair bill or proof of loss.



For the College



Brett Harper (Apr 23, 2024 15:04 PDT)

For the Association

Date: April 23, 2024

Pearson College - and - PEA – Collective Bargaining

Tentatively Agreed

LETTER OF UNDERSTANDING 1
Right to Return to the Bargaining Unit

The parties agree that each of the individuals listed below shall have the right to step down from their excluded position and return to a faculty role in the bargaining unit, with full recognition of all FTE service with the College for the purpose of seniority, in accordance with Clause X.02 (Leaving the Bargaining Unit), effective at the beginning of an academic year. This right may be exercised up to and including the beginning of the 2026-2027 academic year, at which time it shall expire. A named individual who wishes to exercise this right shall notify the College no later than December 15 of the previous academic year.

- Annice deChamplain (School Counsellor and Wellness Coordinator)
- Becky Halvorson (Universities Counsellor)



For the College



Brett Harper (Oct 25, 2024 10:04 PDT)

For the Association

Date: October 17, 2024

Tentatively Agreed

**LETTER OF UNDERSTANDING 2
Stipends**

Experiential Weeks

The College will notify all employees in advance if stipends for specified activities during the experiential weeks will be offered during an academic year. If such stipends are offered, they will be at the following rates:

- Overnight stay: \$100 per night
- If an employee works both experiential weeks in an academic year, they will receive a stipend of \$175 per day for the second experiential week, in addition to the overnight stay stipend (if applicable).

Course Overload

The College may ask an employee with a continuing, temporary or initial appointment to teach one or more additional courses over and above their normal average workload. If such an employee agrees to do so, they will receive a stipend for each additional course, equal to the applicable sessional course rate in Appendix "B".



For the College



Brett Harper (Oct 25, 2024 10:04 PDT)

For the Association

Date: October 17, 2024

ARTICLE X – PROBATION

X.01 Probationary Period

Newly hired employees who hold an initial or temporary appointment shall be on probation for the first two work years of their employment.

X.02 Discharge of Probationary Employee

An employee may be discharged by the College before the end of their probationary period, based on a fair and proper assessment against reasonable standards of performance and suitability. The discharge of a probationary employee shall be subject to the grievance and arbitration procedure; the parties agree that a lesser standard than just and reasonable cause shall apply.

ARTICLE X – SALARIES

X.01 Employees with Initial, Temporary or Continuing Appointments

- a. Employees with initial, temporary or continuing appointments shall be paid a salary at the appropriate step on the salary scale in Appendix “A”.
- b. The salary for part-time employees shall be prorated to reflect their FTE percentage.
- c. An employee’s initial and maximum step placement on the salary scale shall be as follows:

Highest Educational Qualification Achieved	Initial	Maximum
Four year undergraduate degree or equivalent	Step 1	Step 14
Degree-level teaching qualification or equivalent	Step 3	Step 15
Master’s degree or equivalent	Step 3	Step 15
Doctorate	Step 6	Step 16

- d. The initial and maximum step placement for an employee who holds a Master’s degree or a Doctorate will be advanced one step for either of the following:
 - i. successful completion of a relevant advanced program of study beyond a degree; or
 - ii. successful completion of a degree-level teaching qualification or equivalent.
- e. Work experience may be recognized by granting one step for
 - i. each year of relevant work experience as a teacher or instructor in a school, college or university setting, or
 - ii. each two years of other relevant work experience.
- f. At the time of initial step placement the College will determine, after consulting with the employee, the number of steps it will grant for the employee’s work experience, depending on the nature and extent of such experience, its relevance to the employee’s position at the College, when it was obtained, and whether it has already been used to establish educational qualification equivalency as described above.
- g. After hiring, an employee will move up one step on the salary scale for each complete academic year of employment as an instructional faculty member at the College.

- h. An employee who achieves a higher educational qualification during their employment at the College shall be advanced on the salary scale as follows:
 - i. successful completion of a Master's degree or equivalent, or a degree-level teaching qualification or equivalent: two steps;
 - ii. successful completion of a Doctorate: three steps.
- i. An employee shall not be advanced beyond the maximum salary step for their highest educational qualification.

X.02 Employees with Sessional Appointments

- a. Employees with sessional appointments shall be paid at the applicable sessional course rate in Appendix "B", for each course they are appointed to teach.

ARTICLE X – WORKLOADS

X.01 Employees with Initial, Temporary or Continuing Appointments

- a. The normal workload for a full-time employee shall include an average of 14.6 classroom hours during each five-day teaching week. Teaching workloads shall be prorated for teaching weeks during which there are fewer than five teaching days, and shall be averaged over the teaching year.
- b. The normal workload for a full-time employee shall also include the following:
 - i. two CAS activities or equivalent during each CAS teaching week at the College; and
 - ii. one experiential week (five days) or equivalent in each work year.
- c. Workloads for part-time employees shall be prorated to reflect their FTE percentage.
- d. In addition to their teaching functions, full-time and part-time employees are also responsible for performing the administrative, non-instructional and other duties that are associated with their roles, including but not limited to the following:
 - i. participation in scheduled activities; and
 - ii. course preparation, student supervision and support, grading and reporting, advising, lab supervision, EE supervision, professional development, and participation in other functions of College life.
- e. An employee's scheduled working hours shall not exceed 22 hours per week, except during the start-up week (which shall be up to 30 scheduled working hours) and the experiential week.
- f. While employees are encouraged to participate in weekend activities on a voluntary basis, employees will not be required to perform work on weekends. By mutual agreement between the College and the Employee, a portion of an Employee's scheduled working hours may occur on a weekend. Where that occurs, the Employee's scheduled working hours during the teaching week will be reduced accordingly.

X.02 Employees with Sessional Appointments

- a. The workload for an employee with a sessional appointment shall consist of the classroom hours outlined in their appointment letter.
- b. In addition to their teaching functions, an employee with a sessional appointment is also responsible for performing the duties directly associated with their instructional role,

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including but not limited to course preparation, student supervision and support, grading and reporting, and exam supervision.

ARTICLE X – DESIGNATED HOLIDAYS

a. The following days are designated as holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
BC Day	Boxing Day

as well as any other day proclaimed as a statutory holiday by the Government of British Columbia.

- b. Employees shall receive the day off on a designated holiday, or on another day in lieu during the work year at a time determined through mutual agreement between the College and the Association at LMC.
- c. If a designated holiday falls on a weekend, employees shall receive a day off on another day in lieu during the work year at a time determined through mutual agreement between the College and the Association at LMC.
- d. An employee's salary includes payment for the designated holidays and days in lieu that occur during the work year.

ARTICLE X – VACATION

X.01 Employees with Initial, Temporary or Continuing Appointments

- a. Employees with initial, temporary or continuing appointments shall be entitled to paid vacation during the following periods in each academic year:
 - i. Winter Break, which shall not be less than 21 consecutive calendar days including designated holidays; and
 - ii. Summer Break, which shall not be less than 82, and not more than 85, consecutive calendar days including designated holidays.

X.02 Employees with Sessional Appointments

Employees with sessional appointments shall be entitled to paid vacation during the Winter Break.

ARTICLE X - LAYOFF AND RECALL

X.01 Notice to Association

- a. In the event of a contemplated reduction of employees, the College shall advise the Association, providing relevant information relating to the circumstances. Where a redundancy has been identified, and before any layoff occurs, the College shall conduct an appropriate canvass of all employees to determine whether layoff can be avoided by use of alternative means, including but not restricted to voluntary placement into vacant positions for which they are qualified, job sharing where approved, or early retirement.
- b. If a contemplated reduction of employees involves an elimination or reduction of an academic program, the College shall notify the Association as soon as possible after the decision has been made, and in any event no later than two weeks before the commencement of the canvassing process described above.

X.02 Layoff Sequence

- c. The sequence for layoffs shall be as follows: employees with a sessional appointment; employees with a temporary appointment; employees with an initial appointment; and then employees with a continuing appointment. Employees shall be laid off in reverse order of seniority within each of those appointment categories.
- d. The above layoff sequence shall be subject to the employee's present ability and qualifications to perform the available work.

X.03 Recall

For the purposes of recall from layoff, the above procedure and sequence shall be reversed. If the College is unable, after reasonable efforts, to contact a laid off employee within 24 hours, the College may recall the next employee in the sequence.

X.04 Employee's Responsibility

It is the responsibility of laid off employees to keep the College advised of where and how they can be contacted for recall purposes.

X.05 Layoff Notice or Payment In Lieu

- a. The College shall provide an affected employee with an initial appointment or a continuing appointment with the following notice of layoff, or payment of salary in lieu of all or part of such notice:
 - i. 24 weeks; or

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- ii. if the employee has more than 6 consecutive years of service, 24 weeks plus an additional two weeks for each completed year of service, to a maximum of 32 weeks in total.
- b. An employee's layoff notice period may run concurrently with the Winter Break and/or Summer Break.
- c. If the College provides payment of salary in lieu of layoff notice, the employee may elect to receive a single lump sum payment at the time of layoff equal to the salary in lieu (and any accrued vacation pay) that is owed to them, or to split the amount owing into two payments, one at the time of layoff and the other on January 2 of the subsequent calendar year.
- d. If an employee who has received payment of salary in lieu of layoff notice is recalled and returns to work during the period for which they have received payment in lieu of notice, they shall repay the salary in lieu that they received for the portion of such period that commences after the date when they return to work.

ARTICLE X – EVALUATION

X.01 Initial, Temporary and Sessional Appointments

- a. An employee who holds an initial, temporary or sessional appointment shall be evaluated at least twice during their first work year, and at least once during each subsequent work year.
- b. At the beginning of each evaluation cycle, the College will meet with the employee to share the methods, criteria and timelines for the evaluation, and will provide the employee with copies of the forms that will be used during the evaluation.
- c. Each evaluation cycle will include observations, the majority of which will be scheduled in advance after consultation with the employee. After each observation, the College will provide the employee with feedback regarding the observation, with reference to the evaluation criteria.
- d. Student feedback forms will contain questions that are relevant to the evaluation criteria. Student feedback is anonymous, and will be made available to the employee and the College.
- e. At the conclusion of the evaluation cycle, the College will provide the employee with an evaluation report that evaluates the employee's performance in relation to the evaluation criteria. The report will identify the areas where the employee's performance has met or exceeded expectations, as well as any areas where improvement is required. The report will include a section where the employee may add comments.
- f. If an employee wishes to challenge the content of an evaluation report, they must do so by following the grievance procedure.

X.02 Continuing Appointments

- a. An employee who holds a continuing appointment shall participate in a developmental evaluation process during each work year. Such evaluations shall be formative in nature, unless the College determines that a special evaluation is required.
- b. At the beginning of each evaluation cycle, the employee will provide the College with a written self-appraisal, which will contain a reflection on their performance and the student feedback they have received, and an outline of their professional development goals for the upcoming year.
- c. The employee will share their self-appraisal with the College, following which their professional development goals for the upcoming year will be finalized.

- d. The College will review with the employee no later than one month before the end of the work year such areas as achievement of the employee's professional development goals, as well as the employee's accomplishments and any concerns that may exist.
- e. Before the end of the work year, the College will provide the employee with a report regarding the above review. The report will include a section where the employee may add comments.
- f. At least once every four work years, an employee who holds a continuing appointment will be evaluated by the College. This evaluation will be formative in nature, and will include observations and student feedback. The methods, criteria and timelines for the evaluation will be shared with the employee before the evaluation commences. At the end of the evaluation, the College will provide the employee with an evaluation report and review it with the employee. The report will include a section where the employee may add comments.

X.03 Special Evaluation

- a. If the College identifies concern(s) regarding the performance of an employee with a continuing appointment, it shall discuss the concern(s) with the employee and provide them with a reasonable opportunity to improve their performance. If the concern(s) are not addressed to the College's satisfaction, the College may conduct a special evaluation.
- b. A special evaluation is summative in nature. It shall follow the process for evaluation of employees with initial, temporary or sessional appointments, but shall be for only one evaluation cycle unless the College determines that a further evaluation cycle is required.

ARTICLE X - PROFESSIONAL DEVELOPMENT

This Article comes into force at the beginning of the 2025-2026 academic year.

X.01 Purpose

The following Professional Development programs are designed to encourage employees to continue to develop in ways that are relevant to their duties at the College and will benefit students and the College community.

X.02 Professional Development Funding

- a. Employees with initial or continuing appointments shall be eligible for Professional Development funding.
- b. The College shall provide Professional Development funding annually for each eligible employee. This funding shall be \$1,000 per eligible FTE employee, prorated for part time eligible employees. New employees shall be eligible for an additional \$500 during the first year of their initial appointment.
- c. An eligible employee may accumulate up to \$4,000 in Professional Development funding over a period of years to fund a major Professional Development opportunity.
- d. Professional Development funds will continue to accrue after an eligible employee reaches the individual accrual maximum of \$4,000. Any funds accrued after the \$4,000 maximum is reached will be allocated to a General Professional Development Fund. The General Professional Development Fund will be capped at \$10,000.
- e. In August, the College will communicate to each eligible employee the balance of funds available in their individual Professional Development account, and the College will also inform employees of the balance available in the General Professional Development Fund.
- f. Employees with temporary or sessional appointments may apply for Professional Development funding from the General Professional Development Fund.

X.03 Criteria

- a. Professional Development funds may be expended on suitable educational programs, conferences, workshops, seminars, training courses (along with associated costs related to travel, accommodation, food, equipment) or other activities that are directly related to an employee's academic subject(s), responsibilities in the College activity program, or duties related to their role in College life.

- b. Professional Development projects may also relate to new initiatives or areas of activity the employee will be responsible for contributing to the College in the future.
- c. All expenditures must be of mutual benefit to both the employee and the College.
- d. An eligible employee may apply for a paid leave of up to five days in a work year, to attend or present at a suitable educational program, conference, workshop, seminar, training course or other activity that is directly related to their academic subject responsibilities in the College activity program, or duties related to their role in College life. In exceptional circumstances, additional paid leave may be granted at the discretion of the Head of College.
- e. Professional Development funds may also be used in conjunction with Professional Development Leaves and Exchanges.

X.04 Application and Approval Procedure

- a. An employee may apply for Professional Development funding using the Professional Development Request form. The employee's application must contain a brief written summary of the program the employee wishes to spend Professional Development funds on, the cost of that program, the date(s) of any associated leave, and a description of how the program meets the criteria outlined in this Article.
- b. An eligible employee's request will draw upon their individual Professional Development account first. If that account is exhausted or has insufficient funds to support the proposed Professional Development activity, the employee may apply for funding from the General Professional Development Fund.
- c. Professional Development funding will be approved at the discretion of the Head of College, if in their view the proposed Professional Development meets the criteria outlined in this Article.
- d. If, as a result of an employee's evaluation, the Head of College determines that a specific aspect of an employee's skills requires upgrading, the Head of College may require that Professional Development funding be focused in that area.

X.05 Professional Development Exchanges

- a. Professional Development Exchanges are designed to facilitate an exchange of learning, perspectives and experiences between Pearson College and another school.
- b. Only employees with continuing appointments will be eligible to apply for a Professional Development Exchange.

- c. Although Exchanges with other UWCs are of particular value, Exchanges may also take place with other schools. The Head of College will actively support Exchange opportunities with other UWCs and other schools.
- d. A College employee who is on a Professional Development Exchange will remain an employee and continue to receive the salary and benefits outlined in this Agreement, to the extent that they continue to be eligible for such benefits under policies of the College's benefit carrier from time to time in force.
- e. The College will pay the cost of relocation for the College employee and accompanying dependents, up to a maximum of \$5,000.

X.06 Professional Development Leave

- a. Professional Development Leave is designed for the further education or enrichment of an employee in ways clearly related to their continuing employment at the College. Opportunities that provide an employee with enhanced skills in their subject area or other aspects of College life will be considered.
- b. Only employees with continuing appointments will be eligible to apply for a Professional Development Leave.
- c. An employee on Professional Development Leave will remain a College employee, but their salary will not be paid. Instead, during the Professional Development Leave period the employee will be eligible for a stipend of \$1,250 per month, to a maximum of \$15,000 in total. The employee will continue to participate in the College benefit plan to the extent they continue to be eligible for such benefits under policies of the College's benefit carrier from time to time in force.
- d. A further expense allowance of up to \$5,000 will be available to cover travel and relocation expenses associated with the Professional Development Leave.
- e. An employee may receive income from other sources during an approved Professional Development Leave without penalty, provided that such income and the activity generating the income were approved elements of the application.

X.07 Professional Development Exchanges and Leaves: Procedures

- a. After four years of employment at the College, an eligible employee may apply for a Professional Development Exchange of up to one term, or a Professional Development Leave of one term. After six years of employment at the College, an eligible employee may apply for a Professional Development Exchange of up to one academic year, or a Professional Development Leave of up to one academic year. In exceptional circumstances, a Professional Development Leave for two academic years will be considered.

- b. An employee who is approved for a Professional Development Exchange or a Professional Development Leave must wait at least five years after the Exchange or Leave ends before applying for another Professional Development Exchange or Professional Development Leave.
- c. No more than two employees may be away on Professional Development Exchanges and/or Professional Development Leaves at the same time.
- d. Requests for Professional Development Exchanges must be submitted to the Head of College at least four months in advance of the commencement of the Exchange.
- e. Requests for Professional Development Leave must be submitted to the Head of College by December 15th of the academic year preceding the commencement of the leave.
- f. In the case of a Professional Development Exchange, the Head of College must be satisfied that the incoming Exchange teacher has suitable skills to fulfill the responsibilities of the College employee with whom they are exchanging.
- g. For Professional Development Leaves, a Professional Development Committee will be appointed by the Head of College to assess applications. It will be composed of the Head of College and three (3) individuals from diverse areas in the College. No Committee member will be eligible for Professional Development Leave while serving on the Committee. Committee members may not participate in a decision regarding their partner or spouse. Committee members are expected to assess the value of the employee's written application with the Head of College in accordance with this Article.
- h. The Head of College is responsible for making the final decision on applications for Professional Development Exchanges and Professional Development Leaves. The decision will be communicated to the applicants no later than the following dates:
 - i. for Professional Development Exchanges, three months in advance of the commencement of the proposed Exchange;
 - ii. for Professional Development Leaves, January 31 of the academic year preceding the commencement of the proposed Leave.
- i. Employees on a Professional Development Exchange or Professional Development Leave can expect to return to similar teaching and activities responsibilities in the same manner in which employees staying at the College would expect their duties to be allocated. The Head of College will communicate any changes to the employee promptly.
- j. Seniority will continue to accrue while an employee is on a Professional Development Exchange or Professional Development Leave.

ARTICLE X – DISCIPLINE AND DISMISSAL

X.01 Just and Reasonable Cause

The College shall not discipline or dismiss an employee who has completed their probationary period without just and reasonable cause. The burden of proving just and reasonable cause shall rest with the College.

X.02 Association Representation

An employee who is called to a disciplinary meeting will be advised of the purpose of the meeting, and will have the right to request the presence of an Association representative.

X.03 Reasons for Discipline or Dismissal

When an employee is disciplined or dismissed, the College will notify the employee and the Association promptly in writing as to the reasons for such discipline or dismissal.

X.04 Removal of Disciplinary Records

A record of disciplinary action shall be removed from an employee's file after 36 months, provided the employee has not received any other discipline during that period. A record of disciplinary action relating to bullying and harassment, discrimination, assault, theft, fraud, a serious safety violation, or serious misconduct toward a student, employee or other member of the College community shall be excluded from these removal provisions.

X.05 Grievance

- a. A grievance resulting from discipline may be filed at Step 2 of the grievance procedure.
- b. A grievance resulting from dismissal may be filed at Step 3 of the grievance procedure.

ARTICLE X - DURATION

X.01 Term

The term of this Agreement shall commence on the date of ratification, and shall expire on August 31, 2027.

X.02 Notice to Bargain

Either party to this Agreement may at any time within four months immediately preceding the expiry of this Agreement, by written notice require the other party to commence collective bargaining.

X.03 Exclusion

The parties agree to exclude the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code.

Memorandum of Agreement

SIGNED ON BEHALF
OF THE COLLEGE

SIGNED ON BEHALF
OF THE ASSOCIATION

APPENDIX "A"

SALARY SCALE:
EMPLOYEES WITH INITIAL, TEMPORARY OR CONTINUING APPOINTMENTS

Effective September 1, 2024:

- All salaries on the salary scale will be increased by 4.0%, as follows:

Step	Full-Time Annual Salary
1	\$ 59,877
2	\$ 62,555
3	\$ 65,398
4	\$ 68,267
5	\$ 71,283
6	\$ 74,279
7	\$ 77,297
8	\$ 80,311
9	\$ 83,321
10	\$ 86,327
11	\$ 89,340
12	\$ 92,345
13	\$ 95,356
14	\$ 98,365
15	\$ 101,375
16	\$ 104,388
17	\$ 107,077

The September 1, 2024 salary increase, and any applicable September 1, 2024 salary step increases, shall apply retroactively to all eligible employees who are members of the Association's bargaining unit on the date of ratification of this Agreement.

All employees, including sessionals, who are members of the Association's bargaining unit on the date of ratification of this Agreement shall receive a signing bonus of \$2,500 per FTE, based on their FTE assignment on ratification. The signing bonus for employees who are on compassionate leave shall be based on their FTE immediately before the commencement of such leave.

Effective September 1, 2025:

- All salaries on the salary scale will be increased by the greater of 3.0%, or the percentage increase in the 12 month average BC Consumer Price Index for 2024 as reported by the BC government in or around January 2025.

Effective September 1, 2026:

- All salaries on the salary scale will be increased by the greater of 2.5%, or the percentage increase in the 12 month average BC Consumer Price Index for 2025 as reported by the BC government in or around January 2026.

When the salary scale is inserted into the collective agreement it will include the annual salary and the corresponding daily rate of pay.

APPENDIX "B"

SESSIONAL COURSE RATES

Effective September 1, 2024:

Course	Sessional Rate per Work Year*
HL	\$15,593.00
SL	\$12,072.00
TOK	\$8,048.00

The September 1, 2024 sessional rates shall apply retroactively to all eligible employees who are members of the Association's bargaining unit on the date of ratification of this Agreement.

Effective September 1, 2025:

- Sessional course rates will be increased by the greater of 3.0%, or the percentage increase in the 12 month average BC Consumer Price Index for 2024 as reported by the BC government in or around January 2025.

Effective September 1, 2026:

- Sessional course rates will be increased by the greater of 2.5%, or the percentage increase in the 12 month average BC Consumer Price Index for 2025 as reported by the BC government in or around January 2026.

* Prorated for partial work years.

**LETTER OF UNDERSTANDING 3
Transitional Issues**

To facilitate the transition to the parties’ first collective agreement, the College and the Association agree to the following:

Summer Break

The Summer Break periods for 2025 and 2026 will be as follows:

Last Day of Work Before Summer Break	First Day of Work After Summer Break	Length of Summer Break
May 26, 2025	August 18, 2025	83 days
May 25, 2026	August 17, 2026	83 days

The Summer Break period for 2027 has not yet been determined. The last day of work will depend on the last day of the IB exams, which will be followed by graduation day, clean-up day, and the day of the final faculty meeting.

Professional Development Funding

The Professional Development Funding for employees with initial or continuing appointments will start with the 2025-2026 work year. Every full-time employee with an initial or continuing appointment (including new employees) will have an allocation of \$1,500 in their individual Professional Development account for 2025-2026, instead of the amount referred to in Article X.02(b).

Employees with Pending Independent Schools Teaching Certificate Application

Existing employees with a Master’s Degree or Doctorate who submitted an application for a BC Independent Schools Teaching Certificate before January 21, 2025, and whose application is currently in process, will be reimbursed by the College for the fee for that application (\$245 plus tax), upon presentation of a receipt.