

AGREEMENT

Between

**EF International Language Schools –
San Diego School**

and

**Communications Workers of America
Local No. 9509**

June 3, 2020 – June 3, 2023

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PREAMBLE

AGREEMENT made this 1st day of June, 2020, by and between EF International Language Schools, Inc.– San Diego School, hereinafter referred to as the Company or EF, and the Communications Workers of America, Local 9509, hereinafter referred to as CWA or the Union, acting for and on behalf of itself and all bargaining unit employees.

ARTICLE I – RECOGNITION AND BARGAINING UNIT

1. Bargaining Unit: The bargaining unit covered by this Agreement shall consist of all full-time and regular part-time English as a Second Language (ESL) teachers in the Academic Department at the San Diego Campus located at 3455 Kenyon Street, San Diego, California, as defined in the Certification of Representative issued by the National Labor Relations Board in Case No. 21-RC-236654.
2. Unit Exclusions: The bargaining unit shall exclude all other employees of EF, including but not limited to: directors; academic coordinators; administrative employees; cafeteria employees; security employees; interns; trainers; housing employees; temporary employees; guards; professional employees; substitute employees; employees at any other EF facility; and employees of another employer, including any parents or affiliates of EF. The bargaining unit also excludes EF employees who are supervisors, managers, or confidential employees under the National Labor Relations Act.
3. New Excluded Positions. EF has the right to create new, excluded positions, or reclassify as excluded unit positions with changed responsibilities, that EF determines should be excluded from the bargaining unit because the position is or has become managerial, supervisory or confidential. Disputes over the non-unit status of such new or altered positions shall not be subject to arbitration or mid-term bargaining under this Agreement.

ARTICLE II - DEFINITIONS OF EMPLOYEES

1. Hiring and Promotion. EF has the right in its discretion to determine which person, or persons, to hire into or promote to any positions covered by this Agreement.

2. Full-Time Salaried Employees. A full-time salaried teacher is an employee who is expected to work forty (40) hours per week on a regular basis.

3. Full-Time Non-Salaried Employees. A full-time non-salaried teacher is an employee whom EF designates as benefits-eligible and consistently assigns to teach at least eighteen (18) or more eighty (80)-minute teaching blocks per week (at least 24 teaching hours per week and associated prep time). The considerations for eligibility for promotion to a full-time non-salaried position, and the terms applicable to the position, are outlined in Appendix A, which shall be considered part of this Agreement.

4. Part-Time Employees. A part-time employee is an employee whom EF consistently assigns to teach fewer than eighteen (18) eighty (80)-minute teaching blocks per week (fewer than 24 teaching hours per week and associated prep time), but who regularly teaches at least eight (8) eighty (80)-minute teaching blocks per week on a continuous basis.

ARTICLE III – NON-REPRESENTED EMPLOYEES

1. Temporary Teachers.

a. A “temporary teacher” is defined as a teacher whom EF hires directly as a temporary employee, or retains as a temporary contractor through a staffing agency, for up to six (6) months, unless such period is extended by mutual agreement.

b. EF may use temporary teachers to cover for an employee on an approved leave, to cover for an employee temporarily filling another EF position or promotion, to assist with seasonal enrollment changes, or to cover any other temporary staffing needs. In addition, EF may hire temporary teachers for up to six (6) months before deciding whether to employ them as regular part-time or regular full-time employees.

c. Temporary employees on EF’s payroll for less than six (6) months, or for the duration of a temporary period that has been mutually extended beyond six (6) months, are not covered under the terms of this Agreement and are not eligible for benefits provided in the Agreement. Temporary contractors hired through a staffing agency shall not be considered or deemed employees for purposes of this Agreement, are not covered under its terms, and are not eligible for benefits under its terms.

2. Substitute Employees.

a. A substitute employee is defined as a person whom EF hires to teach classes on a substitute, as needed basis. Substitutes are not covered under the terms of this Agreement and are not eligible for benefits provided in the Agreement.

b. EF has the discretion to determine the number of substitutes to employ, the classes to assign to such substitutes, and the hours that such substitutes work. A substitute employee may, but will not usually, have a regular schedule.

ARTICLE IV – MANAGEMENT AND ACADEMIC RIGHTS

1. Management Rights. Except as limited by a specific term of this Agreement, EF reserves and retains exclusively to itself the traditional rights in the exercise of the functions of management, including but not limited to the discretion: to manage and operate all EF facilities and locations; to direct its employees; to direct, plan and control all EF operations; to determine what work will be performed by employees covered by this Agreement and the number of employees needed to perform such work; to set and change performance standards; to determine the qualifications and responsibilities of employees; to develop and implement performance evaluation programs; to establish and/or change existing operational methods, materials, equipment, technology and facilities; to establish, administer, modify and discontinue workplace policies and other standards of conduct; to select and hire employees; to determine and evaluate the qualifications and competency of employees; to schedule hours of work; to promote, demote, transfer, suspend, discipline and discharge employees; to lay off employees; and to exercise sole discretion on all decisions involving academic or student matters. This enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the non-exercise of any management rights constitute a waiver of EF's rights.

2. Academic Rights. Except as limited by a specific term of this Agreement, EF retains sole discretion in the area of academic judgment and teaching operations, including but not limited to the discretion: to determine what students to teach; to determine what courses to offer; to determine how and where such courses are taught; to determine class sizes and class levels; to determine core competencies for teachers; to assign and change course assignments to teachers; to assign and change class schedules and classrooms; to require teachers to attend teacher training, meetings and workshops; to require teachers to provide lesson plans and prepare and submit work records, attendance reports and other reports that EF deems necessary to its teaching operations; to introduce and adopt new methods of teaching; to add, modify or

cancel courses at any time; and to exercise sole discretion on all decisions involving academic or student matters. This enumeration of academic rights is not exhaustive and does not exclude other academic rights not specified herein, nor shall the non-exercise of any academic rights constitute a waiver of EF's rights.

3. Company Policies. Bargaining unit employees are subject to the policies that apply generally to all EF employees, including EF policies prohibiting discrimination and harassment, policies implementing federal, state and local requirements, policies requiring employees to consent to and undergo periodic background checks, and policies governing conflicts of interest, dress codes, attendance and other workplace policies generally applicable to EF employees. EF has the discretion to establish, modify or rescind policies, work rules, and standards of conduct.

4. EF's exercise of the rights set forth in this Article shall not be subject to arbitration or mid-term bargaining under this Agreement. The rights set forth in this Article shall remain in effect both during the term of this Agreement and after its expiration.

ARTICLE V – DUES CHECK-OFF

The Company agrees to make collections of Union dues each payroll period, through payroll deductions from the employee's pay, upon receipt of a voluntary written authorization form signed by the employee and delivered by the Union to the Company. This authorization shall continue in effect until canceled by written notice from either the Secretary-Treasurer of the Union or the employee as set forth in the Payroll Deduction Authorization for Union Dues (below). The Company also agrees to electronically remit the amount so deducted to the designated representative of the Union on a monthly basis [by the tenth (10th) working day] and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction. An employee's resignation from Union membership automatically revokes the employee's dues checkoff authorization.

2. The Company shall bear the administrative cost of dues deduction as set forth in Section 2(a), except that the Union agrees to print the dues deduction authorization cards in a form that complies with paragraph 2(d) below. EF assumes no responsibility either to the employee or the Union in the event that, through inadvertence or error, it shall fail to make such deductions in any instance. The Union agrees to indemnify EF for any claims made in connection with dues collected consistent with the Union's certification or in connection with dues-related information provided by the Union to unit employees.

3. EF shall have the right to cease all payroll deductions of dues, without bargaining or arbitration with the Union, upon expiration of this Agreement, until such time that a successor agreement is executed that provides for payroll deduction of dues based on employee authorizations.

4. Authorizations filed hereunder shall be in the following form:

PAYROLL DEDUCTION AUTHORIZATION FOR UNION DUES

I hereby authorize EF to deduct from my wages or other earnings once an amount equal to the initiation fee certified in writing to the Company by the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted agent, and each month an amount equal to regular monthly Union dues, certified in writing to the Company by the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted agent. Each amount so deducted shall be remitted to the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted agent. If for any reason the Company fails to make a deduction, I authorize the Company to make such deduction in a subsequent payroll period.

This authorization is voluntarily made and is neither conditioned on my present or future membership in the Union, nor is it to be considered as a quid pro quo for membership. This authorization shall continue in effect until canceled by written notice signed by me and individually sent to the Company and to the Union. This cancellation of authorization must be postmarked during the fourteen (14) day period prior to each anniversary date of the current or any subsequent Collective Bargaining Agreement, or upon expiration of the current or any subsequent Collective Bargaining Agreement.

I agree to save EF harmless against any and all claims and liability for or on account of the deductions made from my wages or other earnings and remitted to the Communications Workers of America, Local 9509.

Date _____ Employee _____

ARTICLE VI – HOURS OF WORK

1. Hours.

a. Full-Time Employees. EF has the discretion to determine the number of regular full-time teaching positions to offer, to determine which teachers to place in those full-time positions, and to assign the weekly hours (including both teaching and non-teaching time) for those full-time positions. EF may, in its discretion, eliminate full-time positions or reduce full-time positions

to part-time positions based on student enrollments and other operational considerations.

b. Part-Time Employees.

i. EF has the discretion to determine the number of part-time teachers to employ, with no guarantee of a minimum number of hours each week; to determine which teachers to place in those part-time positions; and to assign the hours (including both teaching and non-teaching time) for those part-time positions.

ii. EF has the right to reduce or eliminate part-time hours for business or operational reasons, including in connection with closing classes. EF will determine the identities of the impacted employees based on employee skills, experience, qualifications, performance, availability and seniority. After such a reduction, if EF's class availability increases and EF requires part-time hours to cover added classes, EF will offer impacted part-time employees an opportunity to accept available classes based on their skills, experience, qualifications, performance, availability and seniority, and EF's operational and training needs. EF's decisions under this paragraph are not subject to arbitration.

2. Schedules.

a. Start times and class schedules, as well as changes to start times and class schedules, will be determined by EF in its discretion. In exercising its discretion in assigning classes and setting teachers' schedules, EF will take into account teacher performance (based on both manager evaluations and student evaluations), skills, experience, availability, seniority, and other relevant factors, as well as EF's operational needs.

b. EF will provide employees with one week's notice of any schedule changes to the extent practical; however, EF may make schedule changes with less notice when operationally necessary.

3. Breaks.

a. Employees are entitled to receive a rest break of ten (10) minutes between each consecutive block they teach (except when those blocks are separated by a meal break), paid at the "prep time rate," in accordance with state law and EF policy. During rest breaks, EF will relieve employees of all work duties.

b. Employees who work more than five (5) hours on any work day will be provided an unpaid meal period of thirty (30) minutes, except that a meal period is not required when employees complete their day's work in not more than six (6) hours. This Agreement constitutes a waiver of meal periods for

employees who work not more than six (6) hours in a work day, consistent with state law.

ARTICLE VII – OVERTIME

1. Overtime. EF may require any employees to work in excess of eight (8) hours a day or forty (40) hours a week.
2. Overtime Pay. Employees will be paid for overtime work according to federal, state and local law. Full-time non-salaried employees and part-time employees required to work in excess of eight (8) hours a day or forty (40) hours a week will be compensated at an hourly rate equal to one and one-half times the employee's blended hourly rate for that work week (which is calculated by adding the employee's total straight-time pay for the work week and dividing by the total number of hours worked that week) for all hours actually worked in excess of eight (8) hours a day or forty (40) hours in a single work week.
3. Reporting. Employees must accurately report the number of regular and overtime hours actually worked each week.
4. Approval. Employees are not permitted to work overtime without the advance approval of their Academic Director. If an employee anticipates that his or her teaching time and prep time will result in overtime during any work week, the employee must obtain advance approval for such overtime work from his/her Academic Director.
5. Notice. EF will provide employees with reasonable advance notice of required overtime to the extent practical. This paragraph shall not apply in the event of an operational emergency, or where overtime is required to cover another employee's sickness, unscheduled absence or departure, or failure to report to work.

ARTICLE VIII – WORK ASSIGNMENTS

1. Flexible Work Assignments
 - a. Bargaining Unit Employees. EF has the right to assign Union-covered employees to perform whatever academic, administrative or other work EF deems appropriate in connection with its language classes and academic programs, including programs in partnership with other affiliated or non-affiliated entities. Work assignments to unit employees may include new work or

work that is or has previously been assigned to unit employees, to EF staff not covered by this Agreement (including but not limited to managers, supervisors, confidential, and administrative employees excluded from the unit), or to employees of another employer.

b. Non-Bargaining Unit Employees. EF has the right to assign or reassign work that is or has previously been assigned to Union-covered employees to EF staff not covered by this Agreement, including but not limited to managers, supervisors, confidential, and administrative employees excluded from the unit.

2. Contractors. In addition to employing bargaining unit employees, EF has the right to engage independent contractors to perform work that is or has previously been assigned to Union-covered employees or to perform new work, including both classroom work and non-classroom work. Except to the extent otherwise provided under California law, such contractors shall not be considered or deemed employees for purposes of this Agreement and are not subject to its terms.

3. Subcontracting. EF has the right to subcontract non-classroom work, including development of course materials, tests and lesson plans and administrative work. EF also has the right to subcontract classroom teaching work where it concludes that such subcontracting is necessary to cover classes that require specialized training and/or experience to teach (e.g., exam preparation), that operate on unique or non-traditional schedules (e.g., one day a week, weekends or evenings), that are experimental in nature or conducted as a tryout for curriculum development, or that EF is unable to cover based on the unavailability of a sufficient number of regular full-time and part-time teachers.

4. EF's exercise of its rights under this Article shall not be subject to arbitration or mid-term bargaining. However, prior to making any non-temporary changes to work assignments materially impacting Union-covered employees under this Article, EF will meet and confer with the Union about such changes.

5. The rights set forth in this Article shall remain in effect both during the term of this Agreement and after its expiration.

ARTICLE IX- DISCIPLINE, DISCHARGES AND LAYOFFS

1. Probationary Period. New employees, including EF employees previously working outside the bargaining unit, shall have a probationary period not to exceed six (6) months unless extended by mutual agreement. During this six (6)

month probationary period, new employees may be disciplined or discharged without just cause, and the discipline or discharge of new employees during their probationary period shall not be subject to the grievance and arbitration procedure.

2. Discipline and Discharge.

a. EF has the right to discipline and/or discharge bargaining unit employees for just cause and to determine the appropriate disciplinary action (e.g., warning, suspension or discharge) based on the facts and circumstances of each case.

b. Progressive discipline under this Agreement normally consists of a written warning, then a suspension without pay, and then termination. In any arbitration over an employee's termination, progressive discipline will be deemed satisfied if the employee received these three disciplinary actions. Nothing in this Agreement limits EF's right to discipline, suspend or discharge an employee without progressive discipline in appropriate cases, including but not limited to cases involving academic quality or gross misconduct.

c. Warnings and other disciplinary actions that do not result in a loss of pay shall not be subject to arbitration.

3. Performance Improvement Plans

a. As an alternative to progressive discipline under paragraph 2 above for performance and attendance issues, EF may elect in its discretion to place an employee who is not meeting EF's expectations on a Performance Improvement Plan ("PIP"). The PIP will outline EF's expectations, the areas of improvement required, and the probationary period for the employee to demonstrate the required improvement (no fewer than 30 calendar days).

b. At the end of the designated PIP probationary period, EF will notify the employee that he/she either (i) has successfully passed the PIP probationary period by demonstrating the required improvement; or (ii) has not demonstrated sufficient improvement and will be subject to an extension of the PIP probationary period for an additional 30 days; or (iii) has not demonstrated the required improvement.

c. The PIP process replaces and satisfies the written warning step of progressive discipline prior to termination, as provided in paragraph 2(b) above.

d. The decision to put an employee on a PIP, and the terms of the PIP, are not subject to the grievance and arbitration procedures of this Agreement.

4. Layoffs.

a. During the term of this Agreement and after its expiration, EF has the right to lay off full-time and part-time employees for business or operational reasons, including in connection with closing classes or reduced enrollment. EF will determine the number of employees to be laid off, the identities of the employees to be laid off, and the order in which such employees will be laid off, based on employee skills, experience, qualifications, seniority and performance and EF's operational needs, and these decisions shall not be subject to arbitration under this Agreement.

b. EF will provide two (2) weeks' notice to employees in advance of any layoff under this Article. A copy of the layoff notice shall also be sent to the CWA.

ARTICLE X – GENERAL

1. Evaluations. EF has the right to conduct annual and other periodic performance evaluations of its employees. In connection with EF's evaluation of teacher performance, EF may formally or informally observe classroom teaching performance at any time, with or without notice to the teacher or to the Union, and may rely on student evaluation scores, compliance with administrative requirements, punctuality and attendance, and other relevant factors. Performance reviews and evaluations are not subject to the grievance and arbitration procedure under this Agreement. Performance reviews and evaluations are not themselves disciplinary action.

2. Expenses. EF will reimburse employees for authorized expenses incurred in the performance of their duties, provided that such expense reimbursement requests are submitted with proper documentation no later than thirty (30) days from the date the expense was incurred. EF has no obligation to reimburse employees for expenses that the employee does not submit with proper documentation within this thirty (30)-day period.

3. Information.

a. On each annual anniversary of this Agreement, EF will provide CWA with the name, home address, job classification, full-time or part-time status, date of hire, date of birth, gender and minority group, if applicable, and salary of each bargaining unit employee then on the payroll. The CWA may request periodic updates of the foregoing information as necessary.

b. On a monthly basis, EF will provide CWA with the name, home address, job classification, full-time or part-time status, date of hire and salary of each new employee hired into the unit. For each such new employee, EF will

also provide CWA with the employee's date of birth, gender and minority group, if applicable.

c. In addition, on a quarterly basis, EF will provide CWA with the names of any unit employees whose job classifications have changed, with the date of the change, the new title and any salary change, and the names of any unit employees who have resigned, retired or whose employment has otherwise terminated, with the effective dates.

ARTICLE XI - SAFETY AND SECURITY

1. Responsibility. EF and the Union agree that safety and security in the workplace are the responsibility of both EF and its employees, and that employees will comply with EF's safety and security policies.
2. Security and Safety Monitoring. EF has the right in its discretion to install new surveillance cameras or other monitoring equipment, provided that such equipment shall not be installed in restrooms or areas where employees change clothes.
3. Drug and Alcohol Testing. EF has the right to develop and implement a program requiring employees to submit to drug and/or alcohol testing when EF has reasonable suspicion that an employee is misusing controlled substances or is under the influence of illegal drugs and/or alcohol while working on EF premises. Sixty (60) days prior to implementing such a program, EF agrees to notify the Union and, upon request, meet and confer with the Union on the terms of such a drug and alcohol testing program, after which time EF has the right to implement its drug and alcohol testing program.
4. The parties' rights set forth in this Article shall continue both during the term of this Agreement and after its expiration.

ARTICLE XII- ACCESS

1. Union Representatives.

a. EF's School Director (or designee) will, with 48 hours' advance written notice of a request from a non-employee Union representative, provide such representative with access to EF's premises for representational purposes. Non-employee Union representatives agree to comply with all building security and access procedures applicable to other visitors to EF while on EF's premises.

b. Non-employee Union representatives agree to engage only in representational activities when permitted access to EF's premises and agree not to disrupt or interfere with employees during their working time or with EF's normal business activities. Representational activities do not include organizing activities, signing-up members, collecting union dues, distributing union literature, union business meetings, steward training, union orientation meetings, or other Union institutional activities. EF has the right to remove or deny access to non-employee Union representatives who fail to comply with the provisions of this Article.

c. Non-employee Union representatives agree to limit their access to non-work areas, unless access to a work area is necessary to the Union's ability to represent a unit employee and the Union representatives obtain advance approval from EF's School Director to enter a work area for that limited purpose.

2. Bulletin Board. EF agrees to provide the Union with space on half of the current bulletin board in the teachers' resource room for posting Union notices and materials. Such bulletin board space shall be the only place where the Union can post notices or other union materials on EF's premises.

3. Union Meetings. In exceptional circumstances, the Union may request permission for space to hold union meetings on EF's premises, which EF may grant or withhold in its sole discretion.

ARTICLE XIII - GRIEVANCE PROCEDURE

1. Grievance. Any dispute arising out of a violation of a specific obligation contained in a provision of this Agreement, or arising out of discipline with a loss of pay, shall be resolved exclusively pursuant to the procedures set forth in this Article. EF and the Union agree that it is their objective to resolve all grievances at the lowest level.

2. Step 1.

a. Within fifteen (15) business days from the date that the grievant knew or reasonably should have become aware of the circumstances from which the dispute arises, the grievance will be presented in writing to EF's School Director or Academic Director. The grievance shall state in full the nature of the complaint, the specific provision(s) of the contract alleged to have been violated, and the specific nature of the relief sought. The grievance may be presented to the School Director or Academic Director directly by the grievant(s) or the grievant(s) may choose to have a steward present the grievance. The School Director or Academic Director will have ten (10) business days from the

presentation of the grievance to attempt to resolve the grievance. Every effort will be made to resolve the grievance at this level.

b. The term “business days” as used in this Article does not include Saturdays, Sundays or Holidays recognized by this Agreement.

3. Step 2.

a. If the grievance is denied at the first step or EF has not responded to the grievance’s presentation, a written request to hold a grievance meeting may be sent to EF’s School Director within ten (10) business days of the grievance denial or the expiration of the ten (10)-day period specified in step 1.

b. Within fifteen (15) business days of receipt of the request, a grievance meeting will be held between the parties at a mutually agreeable time and location. No more than three persons shall attend for the Union. Every effort will be made to resolve the grievance at this level.

c. EF will respond in writing to the grievance within ten (10) business days after the date of the grievance meeting described in paragraph 3(b). EF’s failure to meet this time period for responding, or failure to respond, will be deemed a denial of the grievance.

4. Step 3: Arbitration.

a. In the event a resolution of the grievance is not achieved at step 2, the Union shall have fifteen (15) business days from the date of the grievance meeting to notify EF’s School Director of the Union’s intent to proceed to arbitration or the matter shall be considered closed. The demand for arbitration shall fully describe the specific issues(s) and specific provision(s) of the Agreement to be arbitrated, as well as the specific relief sought. EF and the Union will select an arbitrator and schedule a mutually agreeable hearing date.

b. The parties will initiate the process of selecting an arbitrator within ten (10) business days from the date of the arbitration demand. If an arbitrator is not selected within that ten (10)-day period, the parties will, within the next ten (10) business days, select an arbitrator by alternately striking names from a standing panel of five (5) arbitrators selected by the parties, with EF and the Union alternately striking the first name in each case. At the request of either party, an arbitrator not selected for a pending arbitration will be removed from the panel, after which the parties will, within thirty (30) days, select another arbitrator for the panel.

c. Matters left to the discretion of EF throughout this Agreement, and matters left unrestricted by any contract provision, shall not be subject to arbitration. EF and the Union agree that there are no mutually acknowledged

past practices that have any contractual or otherwise legally enforceable application between them.

d. The arbitrator shall have the authority to rule on either party's motions, including pre-hearing dispositive motions. If either party raises a question of arbitrability as to a grievance, such party shall be entitled to a separate, initial hearing before a separate arbitrator on arbitrability only, unless the parties agree otherwise, and a subsequent arbitration on the merits shall not be held unless the grievance is found arbitrable; provided, however, that neither party waives its right to have a court decide the issue of arbitrability instead of an arbitrator.

e. All jointly incurred costs of arbitration shall be shared equally by the parties to this Agreement, except that neither party shall be responsible for the cancellation or postponement fees incurred by the other party's late cancellation or postponement of an arbitration.

f. The parties' rights to arbitrate grievances shall be effective only during the term of this Agreement.

5. Limitations on Authority of the Arbitrator. The authority of the Arbitrator is limited as follows:

a. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the Agreement.

b. The arbitrator shall have no power to establish wage rates or change any wage rate.

c. The decision or award of the Arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties.

d. The decision or award of the Arbitrator shall be made in writing and shall be final and binding on all parties. However, neither party waives any legal rights.

6. Timelines. The timelines set forth in this Article may be extended by mutual agreement of the parties in writing. Absent extension, failure to file or process a grievance, or failure to move a grievance to arbitration, within the time periods set forth in this Article shall constitute a waiver of the grievance.

7. Union Grievances. Grievances brought on behalf of the entire bargaining unit or the Union may be brought initially at step 2 of the grievance procedure by forwarding a written copy of the grievance and a request for a grievance meeting to EF's School Director within fifteen (15) business days from the date that the Union knew or reasonably should have become aware of the

circumstances from which the dispute arises. The grievance shall state in full the exact nature of the complaint, the specific provision(s) of the contract alleged to have been violated, and the specific nature of the relief sought. In the event of such a grievance, the Union shall be bound by the additional timelines and requirements set forth in step 2 and step 3.

8. EF Grievances. Grievances brought on behalf of EF may be brought initially at step 2 of the grievance procedure by forwarding a written copy of the grievance and a request for a grievance meeting to the Union's President (or designee) within fifteen (15) business days from the date that EF knew or reasonably should have become aware of the circumstances from which the dispute arises. The grievance shall state in full the exact nature of the complaint, the specific provision(s) of the contract alleged to have been violated, and the specific nature of the relief sought. In the event of such a grievance, EF shall be bound by the additional timelines and requirements set forth in step 2 and step 3.

ARTICLE XIV – LABOR MANAGEMENT COMMITTEE

1. A Joint Labor-Management Committee will be established for the purpose of meeting and discussing employee concerns, including, among others, training and development, new technology, work processes, and other matters of mutual interest. The committee shall meet every quarter, or upon the request of either party (that will not result in replacement of a quarterly meeting unless mutually agreed upon), during the term of this Agreement.

2. EF and the Local Union will appoint an equal number of representatives (not more than three (3)) to the committee; however, additional participants with relevant knowledge or information may attend, with advance notice to the other party, when warranted. Labor-Management Committee discussions will be conducted in a non-adversarial manner and in a good faith attempt to address and resolve issues in the workplace.

3. The Labor-Management Committee will not receive or adjudicate grievances. To facilitate open dialogue, discussions of the Labor-Management Committee, including disagreements over matters discussed in the Committee, shall not be subject to arbitration. This provision shall have no effect on matters that are independently grievable or arbitrable under this Agreement.

ARTICLE XV- NO STRIKES OR LOCKOUTS

During the term of this Agreement, the Union and employees covered by this Agreement agree not to engage in any strike or sympathy strike, work

stoppage, slowdown, sitdown, concerted refusal to work or other interference with or stoppage of work, and EF agrees not to engage in any lockout of employees covered by this Agreement. Any employee engaging in such conduct prohibited by this Article is subject to immediate disciplinary action, including discharge.

ARTICLE XVI – NON-DISCRIMINATION

There shall be no discrimination against any employee because of race, creed, religion, color, national origin, gender, age, disability, sexual orientation or other legally protected status under federal, state or local law.

ARTICLE XVII- MINIMUM TERMS

The terms and conditions of employment contained in this Agreement are minimums only, and nothing in this Agreement shall prohibit EF from providing, or an employee from individually negotiating and obtaining, better terms and conditions than the minimums set forth in this Agreement. EF will notify the Union of such terms and, upon request, meet and confer with the Union.

ARTICLE XVIII – LEAVES AND ABSENCES

1. Leave Laws.

a. Bargaining unit employees will be covered by federal, state and local leave laws and EF's implementing policies on the same basis as all other similarly-situated EF employees and subject to the same eligibility requirements and administrative rules for such leaves. Such leave policies include:

- Military Leave
- Family and Medical Leave Act (FMLA)
- California Family Rights Act (CFRA)
- Jury Duty and Court Subpoenas Leave

b. Coordination With Family And Medical Leave Laws. If an employee is eligible for any family and medical paid leave under any EF policy, such leave is subject to the following provisions:

i. Leave Runs Concurrently. Any available leave under EF's policies must be taken concurrently with any leave under the Family and Medical Leave Act and any other family and medical leave provided for by federal, state or local law.

ii. Offsets. If an eligible employee is entitled to paid family and medical leave benefits through a centralized fund created under federal, state or local laws, the employee must apply for all available benefits. Any benefit that the employee is deemed eligible to receive (or would have been eligible had they applied) will offset any available paid leave under EF's policies so that there is no duplication of benefits.

2. Bereavement Leave.

a. Employees may take up to five (5) days of bereavement leave in the event of the death of an immediate family member and up to three (3) days of bereavement leave in the event of the death of an extended family member. "Immediate family member" means an employee's spouse, domestic partner, child, parent or sibling. "Extended family" means an employee's grandparent, mother-in-law or father-in-law.

b. Full-time salaried employees will be paid their regular rate of pay on bereavement leave days that fall on their scheduled work days. Full-time hourly and part-time employees will be paid their regular hourly rate for their scheduled teaching hours for their scheduled blocks on their bereavement leave days.

c. In the event additional time is needed, EF may approve additional unpaid time off in its discretion.

3. Personal Leave.

a. Full-time salaried employees may apply in writing for personal unpaid leaves of absence, for a period not to exceed ninety (90) days, to pursue research or extended professional education that relates to the employee's work at EF or reasons of a personal nature. To support a request for such a personal leave of absence, a full-time salaried employee must request the leave at least eight (8) weeks in advance and state the reason for the leave, provide start and end dates for the leave, and provide other supporting information that EF may require. EF has the discretion to grant or deny such leave request.

b. Generally, personal leaves under this paragraph 3 are not allowed from May 1 through September 30 in any year, unless approved in EF's discretion.

c. Prior to taking any unpaid personal leave under this paragraph, the employee must first exhaust his or her available and accrued paid leave time. During the period of any unpaid personal leave, the employee will not accrue paid

time off or other benefits, and will be responsible for paying the full cost of the premiums for continued insurance.

d. If an employee does not return to work from a personal leave under this paragraph by the end of the leave period that EF grants, the employee will be deemed to have resigned his or her position at EF, and EF will have no obligation to rehire the employee.

4. Absences.

a. The parties recognize that timely, regular, dependable attendance is essential to EF's operations. When employees expect that they will be absent from work, late or need to leave early, or will be unable to cover their schedule, they must notify their supervisor and seek advance approval at least seven (7) days in advance for foreseeable reasons and no less three (3) hours in advance for unforeseen circumstances to the extent practicable. Employees are obligated to keep their supervisors informed about and secure approval for successive absences, unless they have been granted a leave of absence and have a specific return date.

b. Unauthorized or excessive absences, tardiness, or early departures will subject the employee to disciplinary action.

c. When an employee is absent from work three (3) or more consecutive scheduled work days, without notifying EF and without being excused by EF, the employee shall be deemed to have voluntarily resigned their employment on the fourth day of such absence, without recourse through the grievance or arbitration procedure.

5. Union Leave

a. The Union may designate a reasonable number of Union stewards and will notify EF, in writing, of the names of such stewards. It is understood that stewards will conduct their union duties on their non-work time (e.g., breaks or after hours) or during approved unpaid leave time, so as to avoid disrupting or interrupting EF's operations, including classes. If a steward is required to perform union duties of an urgent nature, the steward must obtain the permission of the School Director or Academic Director before leaving their work; such permission will not be unreasonably withheld as long as a qualified substitute is available to cover the steward's teaching duties.

b. Where a teacher has been elected or appointed as a Union representative to attend a convention of the Union or a Union affiliate, the employee may submit a written leave request to attend the convention. EF will grant the employee unpaid leave to attend the convention for a period not to exceed five (5) business days, provided that the employee provides EF with at

least thirty (30) days' notice of the need for leave. Only one employee may be on union leave under this paragraph at a time; provided that leave for one additional employee may be requested, and EF has the discretion to grant or deny such leave based on operational needs. Upon his/her return from such leave, the employee will return to the same employee classification that he/she held prior to the leave. Such a leave will not constitute a break in service or seniority, but shall not be considered as service time for benefits.

ARTICLE XIX - WAGES

1. Minimum Teaching Rates.

a. Effective beginning with the payroll period following the date of signing this Agreement, the minimum hourly teaching rates for hourly bargaining unit employees shall be no less than the following:

	Rate 1 Baseline	Rate 2 Intermediate	Rate 3 Experienced	Rate 4 Master
Per Hour	\$18.00	\$18.67	\$19.23	\$19.73

b. Effective beginning with the payroll period following the date of signing this Agreement, the minimum hourly-equivalent rate for full-time salaried employees shall be no less than \$20.50.

c. For purposes of this Agreement, the teaching rate applies to time that employees spend teaching in the classroom for the scheduled class period, which consists of an eighty (80)-minute teaching block. EF has the discretion to change the duration of scheduled teaching blocks based on student demand, enrollments or other operational considerations.

d. EF will determine the appropriate minimum teaching rate (i.e., 1-Baseline, 2-Intermediate, 3-Experienced, and 4-Master) for each newly-hired employee, taking into consideration experience, education, skills, qualifications and other relevant factors, and EF's determination shall not be subject to the grievance and arbitration procedure of this Agreement. The rates are as follows:

Rate 1: Baseline

BA + Certificate (TEFL, CELTA, CAN TESL 1)

Rate 2: Intermediate

Baseline + 2 years teaching experience or

Baseline + MA

Rate 3: Experienced

Baseline + 4 years teaching experience

Baseline + MA + 2 years teaching experience

Baseline + MA in linguistics/TESOL/Education

Rate 4: Master

Baseline + 6 years teaching experience

MA + 4 years teaching experience

MA in linguistics/TESOL/Education + 2 years teaching experience

e. EF has the discretion to pay current teachers and new teachers above the minimum rates set forth in paragraph (a) above.

2. Prep Time.

a. Employees will be paid fifteen (15) minutes of prep time for each eighty (80)-minute teaching block worked at the “prep time rate” of \$15.00 per hour or the applicable state minimum wage, whichever is higher. The prep time rate applies to time that employees spend preparing for class, grading students, and performing required administrative tasks. Employees are required to prepare for and conduct classes in accordance with EF’s policies, which may be modified from time to time for all EF teachers company-wide.

b. Employees are required to record accurately all hours that they actually work, including prep time, and must not work prep time in excess of fifteen (15) minutes for each eighty (80)-minute teaching block without advance approval from their Academic Director.

3. Annual Increases.

a. Effective the beginning of the first payroll period following the signing this Agreement, unit employees who are on the active payroll on that date will receive the greater of (a) an increase to the minimum hourly rate set forth in paragraph 1 based on their experience rate (as defined in paragraph 1(d) above) or (b) a three percent (3%) increase to their teaching rate.

b. Effective the beginning of the first payroll period following the second anniversary of contract signing, unit employees who are on the active payroll on that date will receive a one-and-a half percent (1.5%) increase to their teaching rate if the annual average of weekly student enrollments in the San Diego School for calendar year 2021 equals at least ninety percent (90%) of the annual average of weekly enrollments in the School in 2019.

4. Duration. EF has no obligation to pay wage increases or bonuses after expiration of this Agreement, as part of any status quo period prior to the execution of a successor contract.

ARTICLE XX – SICK LEAVE

1. Sick Leave.

- a. Accrual. Full time and part-time employees will earn sick leave in accordance with the San Diego Sick Leave Law (“Sick Leave Law” or “Act”). Employees who meet the eligibility requirements of the Act will accrue sick leave on the basis of one (1) hour for every thirty (30) hours actually worked and are allowed to use sick time up to a maximum of forty (40) hours of sick leave each calendar year. New employees begin accruing sick time on their date of hire but can use such sick time beginning only on the 90th day after their hire. After ninety (90) days of employment, employees’ accrued sick time will be displayed on the ADP payroll system or its future replacement.

- b. Sick Leave Use. Eligible employees can use earned sick time for any purpose allowed under the Sick Leave Law, including when they are required to miss work (a) to care for a physical or mental illness, injury or medical condition affecting the employee or the employee’s child, spouse, parent or parent of a spouse; (b) to attend routine medical appointments of the employee or the employee’s child, spouse, parent or parent of a spouse; or (c) to address the effects of domestic violence on the employee or the employee’s dependent child.

- c. Carry-Over. Employees will be allowed to carry over up to forty (40) hours of unused sick time to the next calendar year, but cannot use more than forty (40) hours in any calendar year, in accordance with the Sick Leave Law.

- d. Separation of Employment. Accrued but unused sick time will not be paid out upon termination of employment.

- e. Notice. Employees using sick time must provide EF with reasonable advance notice of the need to use sick leave that is not less than seven (7) days for foreseeable absences or as soon as practical for unforeseeable absences.

- f. Documentation. If an employee uses earned sick time that exceeds three (3) consecutive work days, EF may require the employee to submit documentation from an appropriate health care provider.

- g. Misuse of Sick Time. Employees who misuse sick leave may be subject to disciplinary action, up to and including termination.

2. Full-Time Salaried Employees. Full-time salaried employees covered by this Agreement are eligible to accrue sick leave and parental leave on the same basis as all other EF full-time salaried employees under EF's policies.

ARTICLE XXI -INSURANCE

1. Full-Time Employees.

a. Full-time bargaining unit employees are eligible for coverage under EF's current health insurance and benefit plans for full-time employees ("Plans"), as described in 1(b), in accordance with the Plans' terms, which are hereby incorporated into this Agreement. Administration of the Plans, including selection of the administrator and any insurers, shall reside in EF's discretion and shall not be subject to arbitration or bargaining during the term of this Agreement and after its expiration.

b. Full-time salaried employees are eligible to participate, as of their first day of employment, in the following components of the Plans on the same basis as other full-time salaried EF employees: the medical insurance, prescription drug, dental, and vision plans, the life and AD&D insurance program, and the short-term and long-term disability programs. Full-time hourly bargaining unit employees are eligible to participate in the following components of the Plans, after an initial ninety (90) day waiting period, on the same basis as other full-time hourly EF employees: the medical insurance, prescription drug, dental, and vision plans. During the term of this Agreement and after its expiration, and in recognition of the fact that the Plans cover many employees outside the bargaining unit, EF may add to, modify or terminate the Plans or any components of the Plans, provided that any such actions apply on the same basis to all other similarly-situated EF employees, and such actions shall not be subject to arbitration or bargaining.

c. During the term of this Agreement and after its expiration, EF will determine the premium costs and percentage contributions for employees under the Plans, which EF may adjust annually in its discretion, provided that bargaining unit employees' percentage share of the premiums for coverage will be no more than the percentage share that other similarly-situated EF employees contribute toward their coverage under the Plans. Employees' share of the premiums shall be collected through payroll deductions, consistent with the terms of the Plans and in amounts reflecting employees' elections during annual Open Enrollment.

2. Eligible Part-Time Employees.

a. Part-time employees who average thirty or more paid hours per week during the measurement period set forth in Section 2(b) below will be treated as full-time hourly employees under the Plans and will be eligible to participate in the medical insurance, prescription drug, dental and vision components of the Plans, on the same basis as other full-time EF hourly employees, for the succeeding stability period set forth in Section 2(b) below, subject to the provisions set forth in Section 1 above.

b. The measurement procedure described in Section 2(a) above shall be as follows: during a regular measurement period that EF selects in its discretion (for example, 12 months), there shall be a review of the service hours (as defined in the ACA) of part time employees during the designated measurement period, after which part-time employees will be notified of their eligibility for coverage under the Plans during the succeeding stability period (e.g., 12 months), based on their service hours during the measurement period.

3. Insurance Changes. During the term of this Agreement and after its expiration, EF has the right to make annual plan design changes, changes to the length of the measurement period and stability period described in paragraph 2(b) above, and changes in the benefits offered under the Plans, including changes in coverages, deductibles, coinsurance, out-of-pocket maximums, incentives, surcharges and co-payments, provided that such changes apply on the same basis to other similarly-situated EF employees covered under the Plans. In addition, EF has the right to make changes in the Plans that it deems necessary or appropriate in connection with the ACA or any other federal or state laws governing employer-provided health care, including the need to comply with legal and regulatory requirements or to avoid penalties or taxes, provided that such changes apply on the same basis to other EF employees covered under the Plans. EF agrees to notify the Union of changes covered by this paragraph and will, upon request, meet and confer with the Union about the changes. The changes authorized under this provision shall not be subject to arbitration or bargaining.

4. Termination of Coverage. EF may terminate the coverage of any employee for reasons permitted under the terms of the Plans, including but not limited to the employee's failure to contribute the employee's portion of the premium. If an employee is absent from work on an approved unpaid leave of absence for a period of thirty (30) days or more (other than parental leave), EF shall not be required to make EF's percentage contribution on behalf of such employee after such thirty (30)-day period. EF shall have no obligation to continue to contribute to the cost of health insurance for employees engaged in any strike, sympathy strike or other work stoppage.

ARTICLE XXII – VACATIONS

1. Accrual.

a. Full-time salaried employees are eligible to accrue vacation on the same basis as all other EF full-time salaried employees in accordance with EF's Vacation Policy, which may be changed on a company-wide basis in EF's discretion.

b. Full-time non-salaried employees accrue paid vacation up to a total of forty (40) hours (or five days) per calendar year. Eligible employees may not use vacation time until they have served three (3) months in the designated full-time role.

2. Vacation Scheduling.

a. Requests for vacation time must be submitted, in writing, to the Academic Director as early as possible, but at least two (2) weeks prior to the requested vacation. EF has the discretion to approve or deny vacation requests based on operational and staffing needs.

b. EF may designate vacation black-out periods.

c. Employees cannot schedule or take vacation time that they have not yet accrued.

d. Employees must take vacation time in eight (8) hour increments.

3. Carry-Over. Employees are expected to use their vacation time before the end of the calendar year. Full-time salaried employees will be allowed to carry over accrued but unused vacation into the next calendar year in accordance with EF's Vacation Policy. Designated full-time employees will be allowed to carry over accrued but unused vacation into the next calendar year, up to a cap of forty (40) hours.

4. Reporting. Employees are responsible for accurately reporting the number of vacation hours actually taken.

5. Payment of Vacation Upon Separation. Upon separation, employees will be paid for their accrued but unused vacation.

6. Holiday During Vacation. If a holiday falls during an employee's vacation, that day will be treated as a paid holiday and not counted as a vacation day.

ARTICLE XXIII – HOLIDAYS

1. Designated Holidays. EF recognizes the following seven (7) paid holidays for full-time hourly and part-time employees (“Holidays”):

- New Year's Day
- President's Day
- Memorial Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day.

If the holiday falls on a weekend, EF will designate another day for observance of the holiday, which may be the Friday before or the Monday after the holiday.

2. Holiday Pay. After ninety (90) days of continuous employment, full-time hourly employees and part-time employees who are regularly scheduled to work on a day on which a Designated Holiday falls, but are not required to work on the holiday, will receive holiday pay equal to their scheduled teaching hours for their scheduled blocks on the Designated Holiday.

3. Work on Holidays.

a. EF has the right to require employees to work on federal or state holidays, including but not limited to the Holidays listed in paragraph 1, for business or operational reasons.

b. Full-time hourly and part-time employees who are required to work on a Designated Holiday will be paid for the hours actually worked on the holiday, plus holiday pay equal to their scheduled teaching hours for their scheduled blocks on that day, at their regular straight-time rate of pay.

4. Full Time Salaried Employees. Full-time salaried employees covered by this Agreement are eligible for eight (8) paid holidays and two (2) floating holidays on the same basis as all other EF full-time salaried employees in accordance with EF policy, which may be changed on a company-wide basis in EF's discretion.

5. Work on Independence Day. Independence day is not a holiday for full-time hourly and part-time employees, who are expected to be available work on that

day. For employees who are required to report to work on Independence Day, EF will pay such employees a \$50.00 premium for working on that day.

6. Leaves. Employees on a leave of absence are not eligible to receive Holiday Pay.

ARTICLE XXIV - 401(K) PLAN

1. Participation. Full-time salaried employees will be eligible to participate in EF's 401(k) Plan, which is incorporated into this Agreement, after three (3) months of full-time service. Full-time hourly employees and part-time employees will be eligible to participate in EF's 401(k) Plan after completing one year of eligibility service (1,000 hours of service in a twelve (12) consecutive month period).

2. Matching Contribution. During the term of this Agreement, after an employee completes one year of eligibility service under the Plan, EF will match 25% of an employee's contributions to the Plan.

3. Plan Administration. Administration of the Plan resides solely in EF's discretion. The Plan may be amended or terminated consistent with the terms of the Plan and applicable law. During the term of this Agreement and after its expiration, EF has the right to make plan design changes, changes in investment managers, changes to require automatic enrollment with an opt-out, and changes in investment options; as long as such changes are applicable to all other participants in EF's Plan and do not adversely affect employees' vested benefits under the Plan, such changes shall not be subject to arbitration or bargaining.

ARTICLE XXV - LEGALITY

Nothing in this Agreement will be construed or applied so as to be in violation of any local, state or federal law or regulation.

ARTICLE XXVI - COMPLETE AGREEMENT

1. EF and the Union agree that they have had a full opportunity to make bargaining demands and proposals during negotiations leading to this Agreement, that they have fully settled all matters relating to wages, hours and

other terms and conditions of employment for the duration of this Agreement, and that neither EF nor the Union is obligated to engage in mid-term bargaining over such matters.

2. There will be no modifications or amendments to this Agreement during its term, except by mutual written agreement signed by both EF and the Union.

ARTICLE XXVII – DURATION

This Agreement shall be effective on June 3, 2020 (date of signing), and shall remain in effect up to and including three (3) years from the date of signing.

**EF International Language
Schools-San Diego School**



Carl Cronstedt

EF's Bargaining Committee:
Carl Cronstedt
Henrik Nilsson
Trish Dunn, Lead Negotiator

**Communications Workers of
America, Local 9509**



Judy RaPue

CWA's Bargaining Committee:
Carlos Munoz
Noah Francisco
Judy RaPue, Lead Negotiator

APPENDIX A: DESIGNATED FULL-TIME NON-SALARIED TEACHERS

Outlined below are the factors that EF considers in determining whether and when to designate a part-time teacher to become a full-time non-salaried teacher. Full-time non-salaried teachers are covered under the terms of the Agreement and the terms of this Appendix.

1. Eligibility Considerations: EF will normally consider the following factors in deciding whether a part-time teacher is eligible for consideration to become a full-time non-salaried teacher:

- The teacher must have completed his or her probationary period as an EF teacher
- The teacher must have no disciplinary record for the prior twelve (12) months
- The teacher must not be on a performance improvement plan and must not have been on such a plan over the past twelve (12) months
- The teacher must be in compliance with EF's attendance policies
- The teacher must be in compliance with EF's administrative policies (e.g., maintaining required student records, obtaining advance approval of overtime)
- The teacher must be willing to commit to work at least eighteen (18) teaching blocks per week (except for AY break weeks)
- The teacher must exceed the school's performance expectations based on student surveys results (4.2 and above) for the prior twelve (12) months and classroom observations.

2. Selection Process:

- EF will determine, based on its operational and academic needs, whether and when to fill or add any full-time non-salaried positions. When EF decides to fill or add a full-time hourly teaching position, EF's School Director will (a) assess whether any actively working part-time teachers are eligible to be considered for promotion to a full-time non-salaried position based on the considerations outlined in paragraph 1 above, measured as of the date that EF decides to add or fill the position, and (b) notify any eligible part-time employees by email that they are eligible for consideration.
- Eligible part-time employees must notify EF's School Director, by return email, within 48 hours of their interest in being considered for a full-time hourly position. Any employee who does not respond within this time period will not be considered for the full-time position.

- The decision to promote or not to promote a teacher who meets the eligibility criteria, the decision as to which teacher to promote, and the number of full-time non-salaried positions to maintain rest in EF's discretion.
- If EF offers a part-time teacher a promotion to a full-time non-salaried position, the teacher must confirm his or her commitment to be available to teach at least eighteen (18) teaching blocks per week (except for AY break weeks) as a condition of the promotion.

3. Benefits: Full-time non-salaried teachers will be eligible to receive, during the period that they hold this position, the benefits applicable to full-time non-salaried employees specified in the Agreement, including coverage under EF's health insurance plans.

4. Termination of full-time non-salaried teacher status: EF may return full-time non-salaried teachers to regular part-time status, in its discretion, under the following circumstances:

- If employee is placed in the disciplinary track (*i.e.*, a warning or suspension) after failing to perform to EF's expectations
- If the employee declines to accept assigned classes and falls under eighteen (18) teaching blocks per week (not including AY break weeks or when the employee is on excused paid time off)
- If EF suffers a decline in enrollments that impacts the number of available classes that EF can offer. In that event, EF has the right in its discretion to determine the number of full-time non-salaried teachers that the business can sustain and return any excess full-time non-salaried teacher(s) to regular part-time positions, with the lowest performing full-time non-salaried teachers returned first (taking into account performance reviews, student evaluations, skills, experience and seniority). If the performance of all full-time teachers is equivalent, as measured over the prior twelve (12) months, EF will return the most recently promoted teacher to part-time status.