

# Collective Agreement

Between

**ILSC Education Group Inc./ILSC Vancouver**

**(The “Employer”)**



and

**Education and Training Employees’ Association**

**(the “Union”)**



Effective From: January 1, 2018

To and Including: December 31, 2021

# INDEX

ARTICLE 1 – PURPOSE OF AGREEMENT.....	6
ARTICLE 2 – DEFINITIONS .....	6
ARTICLE 3 – RECOGNITION .....	6
ARTICLE 4 – UNION RIGHTS .....	7
ARTICLE 5 – CHECKOFF OF DUES & ASSESSMENTS .....	8
ARTICLE 6 – STRIKES AND LOCKOUTS.....	8
ARTICLE 7 – UNION/MANAGEMENT COMMITTEE .....	9
ARTICLE 8 – VACANCIES .....	10
ARTICLE 9 – PROBATION.....	10
ARTICLE 10 – SENIORITY .....	11
ARTICLE 11 – LAYOFF AND RECALL .....	12
ARTICLE 12 – DISCRIMINATION AND HARASSMENT.....	14
ARTICLE 13 – GRIEVANCE PROCEDURE.....	15
ARTICLE 14 – CONDUCT AND DISCIPLINE .....	17
ARTICLE 15 – LEGAL HOLIDAYS .....	17
ARTICLE 16 – VACATIONS .....	18
ARTICLE 17 – LEAVES.....	20
ARTICLE 18 – HOURS OF WORK, WORKLOAD AND ASSIGNMENTS.....	23
ARTICLE 19 – EVALUATION .....	25
ARTICLE 20 – HEALTH AND WELFARE .....	26
ARTICLE 21 – PAID SICK LEAVE.....	28
ARTICLE 22 – WAGES.....	29
ARTICLE 23 – RRSP .....	29
ARTICLE 24 – PROFESSIONAL DEVELOPMENT POOL .....	30
ARTICLE 25 – COPYRIGHT AND INTELLECTUAL PROPERTY .....	30
ARTICLE 26 - CURRICULUM DEVELOPMENT.....	31
ARTICLE 27 - NO OTHER AGREEMENT .....	31
ARTICLE 28 – TERMS OF AGREEMENT.....	31
SCHEDULE A.....	32

LETTER OF UNDERSTANDING #1 RE: CLASS SIZES .....	34
LETTER OF UNDERSTANDING #2 RE: LIABILITY INSURANCE.....	35
LETTER OF UNDERSTANDING #3 RE: STAFF LUNCH ROOMS AND COMPUTERS .....	36
LETTER OF UNDERSTANDING # 4 RE: INCIDENT REPORTS .....	37
LETTER OF UNDERSTANDING #5 RE: CHRISTMAS VACATION PERIOD.....	38
LETTER OF UNDERSTANDING #6 RE: ARTICLE 18.01 HOURS OF WORK, WORKLOAD AND ASSIGNMENTS .....	40
LETTER OF UNDERSTANDING #7 RE: APPLICATION OF SENIORITY ON RECALL FROM LAYOFF (ARTICLE 11) .....	41
LETTER OF UNDERSTANDING # 8 RE: WORKING GROUP ON END OF SESSION DUTIES.....	43
MEMORANDUM OF AGREEMENT #1 RE: HEALTH AND WELFARE BENEFIT REVIEW (ARTICLE 20) .....	44

## ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 The parties to this agreement share a desire to improve the quality of the services provided by the parties as set out in the ILSC Mission Statement and Goals. The Union acknowledges that the Employer may alter or amend the Mission Statement and Goals from time to time. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.
- 1.02 In the event there is a conflict between the contents of this agreement and any regulation made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said regulation.

## ARTICLE 2 – DEFINITIONS

- 2.01. Employee: a member of the bargaining unit as described in the certificate issued by the BC Labour Relations Board issued June 20, 1995.
- a) Regular employee: one who has passed probation and works on a continuing basis.
  - b) Auxiliary employee: one who is employed on an as and when needed basis to cover absences as a substitute, to provide tutoring, to teach foreign languages, to augment staff, or to perform other academic functions as required. Hours worked as an auxiliary employee shall be counted towards completion of the probationary period.
  - c) Probationary employee: an employee who has worked four (4) or more sessions within an eighteen (18) session period since their first sessional appointment.
  - d) Session: a four (4) week teaching assignment.  
Notwithstanding the preceding paragraph, any youth class of two (2) weeks or more in duration but, less than four (4) weeks, will also count as a session.
  - e) Day: a calendar day unless specified otherwise.

## ARTICLE 3 – RECOGNITION

- 3.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees covered by this agreement employed by the Employer.
- 3.02 It is the exclusive right of the Employer, subject to the terms and conditions of this agreement, to:
- (a) Maintain order, discipline, and efficiency.
  - (b) Hire, classify, discharge, promote, or discipline employees.
  - (c) The Employer also reserves the right to supplement and alter, from time to time, the Teacher's Handbook. The amendments contained

therein will not be inconsistent with the provisions of this agreement. The Employer agrees to consult with the Union/ Management Committee prior to making any significant changes or additions to the Teacher's Handbook.

- 3.03 All employees employed by the Employer covered by this agreement shall as a condition of employment, become and remain members in good standing of the Union. All employees must become members of the Union within 15 days worked cumulative from the date of first hire.
- 3.04 If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom the Collective Agreement applies, Section 54 of the Labour Relations Code shall apply.
- 3.05 The parties agree it is acceptable to use email, to send and receive documentation, where practical.

#### **ARTICLE 4 – UNION RIGHTS**

- 4.01 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect. The Employer agrees to give all new employees a copy of the current Collective Agreement, a letter from the Union and a current list of Union representatives. Such information may be communicated using electronic means, such as email.
- 4.02 The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.
- 4.03 The Employer recognizes the Union's right to select stewards to represent employees. There will be a maximum of eight (8) stewards. The Union shall notify the Employer in writing of the names of all stewards.
- 4.04 Time without loss of pay shall be granted to the Union representative(s) when meeting with the Employer or his representative on matters concerning the application or administration of this agreement. The parties will ensure that the regular operation of the school will not be affected.
- 4.05 Time off without pay shall be granted by the Employer to four (4) employees chosen by the Union to attend meetings, conventions, workshops, or other matters pertaining to labour matters directly affecting the Union, provided that seven (7) days written notice is given of the date and duration of such time off. The Employer will not unreasonably deny leave requests for more than a limit of four (4) outlined above. The Employer will not deduct pay under this provision from the employee and the Union will be billed for the employee's time at the employee's basic daily rate of pay.
- 4.06 The Employer agrees to provide adequate space in a permanent location for a bulletin board at each permanent campus for the sole purpose of posting

notices and letters pertaining to Union business. The bulletin board will be provided by the Union.

- 4.07 Subject to operational requirements, the ETEA may request use of ILSC facilities for meetings with ILSC employees during normal business hours, i.e., 8:00 a.m. to 5:00 p.m. (and after such hours by mutual agreement) Monday to Friday, excluding holidays. Permission shall not be unreasonably denied.

## **ARTICLE 5 – CHECKOFF OF DUES & ASSESSMENTS**

- 5.01 The Employer agrees to provide new employees with an application for membership and an assignment of wages to the Union (provided by the Union), authorizing the Employer to deduct the applicable Union dues (or equivalent), initiation fees and assessments from the employee's pay. As a condition of employment, the employee shall return the signed copy to the Employer, which the Employer shall forward to the Union. The Employer agrees to deduct Union initiation fees, dues, and assessments from the wages of each employee and to forward the monies so deducted to the Union, once monthly, together with a list of employees with the amounts deducted. The Employer agrees that payment shall be forwarded to the Union no later than twenty days following the month for which deductions have been made.
- 5.02 The Union agrees to inform the Employer in writing of all such initiation fees, dues, and assessments.
- 5.03 Orientation
- The Employer will provide orientation to all new employees, which will include:
- a) Prior access to all course materials and assessment procedures required to teach the classes to which the new employee is assigned;
  - b) An orientation meeting with the new employee's program director as soon as is reasonably possible after the new employee commences teaching;
  - c) Access to the Teachers' Handbook; and
  - d) Training on end-of-session assessments and associated administrative tasks shall be done in sufficient time to allow the new employee to complete the required tasks.

## **ARTICLE 6 – STRIKES AND LOCKOUTS**

- 6.01 All parties to this agreement will be governed by the British Columbia *Labour Relations Code* in regard to strikes, lockouts, work stoppages, or slowdowns.
- 6.02 The Employer agrees that it will not cause or sanction a lockout during the term of this agreement.
- 6.03 The Union and its members agree that it will not cause or sanction a strike during the term of this agreement.

- 6.04 The Employer does not expect the employees to cross a legal picket line and such employees will not be subject to discipline.

## **ARTICLE 7 – UNION/MANAGEMENT COMMITTEE**

- 7.01 A Union/Management Committee shall be maintained. It shall consist of two (2) Union representatives employed by the Employer, selected by the Union, and two (2) excluded employees of the Employer, selected by the Employer. Either party may from time to time invite resource or other individuals to attend the committee meeting with prior notice to the other party.
- 7.02 The committee shall meet within five (5) days, upon the request of either party. Such meetings shall occur at least six (6) times per calendar year.
- 7.03 The committee is established for the purpose of enabling the parties to consult during the term of this agreement about issues relating to the workplace that affect the parties or any employee bound by this agreement.
- 7.04 The committee shall not deal with grievances or have the authority to bind either party but only to make recommendations to their respective principals.
- 7.05 The committee shall review all existing job descriptions, including required and desired academic qualifications and experience, on an annual basis, and shall provide input into any new or amended job descriptions as they are developed.
- 7.06 The committee shall review the performance evaluation process for regular employees that is contained in the 'Teacher's Handbook', and shall make recommendations for changes to the process and to the way it is implemented. Such recommendations shall be given full consideration by the Employer, and the Employer shall advise the committee of its intent to incorporate such recommendations into the evaluation process. This review may occur on an ongoing basis and may include recommendations for any performance improvement strategies that may be required as a result of the evaluation process. The committee shall not review individual evaluations in order to maintain employee privacy and confidentiality.
- 7.07 Union representatives shall be paid for their attendance at Union/Management Committee meetings as follows: one hour at their hourly rate of pay as established at Schedule 'A' of this collective agreement and then for each completed fifteen (15) minutes.

## ARTICLE 8 – VACANCIES

- 8.01 (a) Notices of all vacancies for regular positions shall be posted for a period of seven (7) days. Employees wishing to apply for the vacancy shall make their wishes known by way of a letter addressed to the program director or designate.
- (b) The job posting will contain: the job title; brief description of duties; qualifications (including licenses), skill, ability and experience required; salary; hours of work; whether the position is regular; the deadline for applications; the expected start date; and any other pertinent information.
- (c) The Employer may elect to advertise simultaneously with the internal posting of the position.
- 8.02 (a) In considering internal applicants for a posted vacancy, the Employer shall take into account the qualifications, skill, ability, and experience of the individual as it relates to the specific job for which the selection is being done.
- (b) Where qualifications, skill, ability, and experience of the candidates are relatively equal with respect to the requirements of the job as described in the job posting, seniority shall be the deciding factor.
- (c) All employee applicants will be notified in writing whether or not their application was successful. A copy of the successful notification will also be posted on the notice board in the Employer's premises and will indicate the accumulated seniority of the successful applicant.
- (d) Seniority shall be measured as of the date of the day of the closing of the posting.
- 8.03 Auxiliary employees may be offered subsequent assignments for which they possess the qualifications, skill, ability and experience, prior to new hirings.

## ARTICLE 9 – PROBATION

- 9.01 The probationary period for an employee who has worked the four (4) or more sessions shall be completed after 840 hours worked.
- 9.02 The probationary period is to provide an opportunity for mutual appraisal and evaluation to determine the employee's suitability to perform the job and for employment in this school. During the period of probation, employees shall acquire no seniority or re-employment rights. During the probationary period, an employee may be dismissed by the Employer for unsuitability.
- 9.03 Upon successful completion of probation an employee shall be confirmed as a regular employee and shall be placed on the Seniority List.



## ARTICLE 10 – SENIORITY

- 10.01 Seniority for a regular employee shall be defined as the number of hours paid since that regular employee's current date of hire, including any hours accumulated as an auxiliary employee. This shall not apply to any work related to IELTS, Cambridge or other third-party tests.
- 10.02 A probationary employee shall not have seniority until they have successfully completed their probationary period.
- 10.03 Auxiliary employees shall not have seniority.
- 10.04 After successful completion of probation the employee shall be placed on the Seniority List in order of the number of work hours from the date of hire.
- 10.05 The Seniority List shall detail, for each employee on it, the number of work hours for seniority purposes, the employee's name, the employee's date of current start as an employee, and the positions or assignments for which the employee meets the qualifications and experiences as specified in the Teachers' Handbook.
- 10.06 Employees who are on approved unpaid leave of absence because of illness or injury or for Employment Standards leaves shall continue to earn seniority.
- 10.07 When two or more employees have the same seniority, the most senior shall be determined by lot.
- 10.08 An updated Seniority List shall be posted at each campus and a copy provided to the Union on the 15<sup>th</sup> day of each of the months of January, and July of each year. The Seniority List shall be open for correction for a fourteen (14) day period, and will thereafter be deemed accepted for all purposes of this agreement up to the next posting.
- 10.09 An employee who would not reasonably have been aware of the posting of the Seniority List may seek correction within seven (7) days of when the employee should reasonably have become aware of the posting; however, any such decisions which were made based on the Seniority List shall not be reversed as the result of such "late" corrections.
- 10.10 Corrections can only relate to calculations based on the period after the date of the immediately prior posting of the Seniority List.
- 10.11 Seniority shall be lost, and the employee shall no longer be an employee, if an employee:
  - (a) voluntarily leaves the employ of the school; or
  - (b) is discharged for just cause and the employee is not reinstated; or
  - (c) is absent without permission and without just cause for longer than three (3) working days; or
  - (d) is laid off and fails to report for work within five (5) working days after the expected start date, unless the employee has invoked a suspension of recall rights as per Article 11.15; or
  - (e) is laid off for more than one (1) year.

- 10.12 If an auxiliary employee is called in for work and does not respond within forty-eight (48) hours, they will be considered to have voluntarily terminated their employment, absent extenuating circumstances. An auxiliary employee must inform the Employer in advance if they will not be available for work for a designated period of time.

## **ARTICLE 11 – LAYOFF AND RECALL**

- 11.01 Any reduction by the Employer in the regular hours of work of a regular employee working twenty-six and one-quarter (26.25) work hours or more per week, shall constitute a layoff. Any reduction in the hours of work of a regular employee working less than twenty-six and one-quarter (26.25) work hours per week to less than eighteen and three-quarters (18.75) work hours on average per week shall constitute a layoff.
- 11.02 A layoff may occur due to insufficient work, change in organizational structure, or a reduction of a program, activity or service.
- 11.03 An employee who is temporarily assigned in writing to a greater number of hours of work shall not be considered laid off on returning to the prior assigned hours at the end of the temporary assignment.
- 11.04 Where the qualifications, skill, ability, and experiences of the regular employees are relatively equal with respect to the requirements of the job, seniority shall be the deciding factor when determining whom to lay off or whom to recall.
- 11.05 Only a regular employee with seniority may bump. Bumping into another position or assignment shall only be to a position or assignment for which the employee is qualified (in terms of Article 10.05), which is for the same amount of time or less, and can only occur at the beginning of a course. The decision to bump must be made within five (5) days of the date of notice of layoff and a bump must be of the most junior employee possible.
- 11.06 All regular employees shall receive two (2) weeks' notice of layoff, or pay in lieu of all or part of the notice.
- 11.07 An auxiliary employee who completes a sessional appointment shall not be considered to be laid off.
- 11.08 An auxiliary employee shall not be considered laid off if the Employer ends the appointment prior to the end of the session for which the employee was appointed.
- 11.09 All notices will be in writing with a copy to the Union steward stating the date of the notice and the date on which the layoff is to occur.
- 11.10 (a) Where the Employer is responsible for arranging for sessional or substitute work, a regular employee on layoff with recall rights shall be offered sessional or substitute work, when needed to cover more than five (5) consecutive days, for which the employee is qualified. In such a situation, recall rights are not affected whether the employee accepts the work offer or not. If the employee accepts the assignment, no notice of the end of the

assignment is required. The employee must advise the Employer in writing of the wish to receive such offers.

(b) Where the work to be done is for five (5) consecutive days or fewer, the Employer will contact all regular employees on recall who have advised the Employer of their wish to receive such offers, in order of seniority, followed by auxiliary employees. The first employee, regular or auxiliary, who responds affirmatively will receive the work.

- 11.11 No new employees shall be hired while qualified employees (in accord with Article 11.04 above) are laid off and have recall rights. Notwithstanding the previous sentence, if all employees having recall rights refuse a part-time position, the Employer may fill the part-time position with a new employee.
- 11.12 Regular employees with seniority who have been laid off are subject to recall for twelve (12) months from the effective date of the layoff. Employees shall be recalled to work of a continuing nature.
- 11.13 Recall shall be to a position from which the employee is listed on the Seniority List in accord with Article 10.05.
- 11.14 Regular employees with recall rights shall be recalled to a full-time or part-time position. If recalled to a position where the scheduled hours are less than the employee was working at the time of layoff, the employee may refuse the recall and such refusal will not affect recall rights, provided the employee has advised the Employer at the time of layoff of the schedules they are prepared to work. If the employee accepts a part-time position, the employee retains recall rights to a full-time position for the original recall period.
- 11.15 During a period of layoff with recall rights, a regular employee may request and may be granted a suspension of recall rights for a stipulated period which cannot extend beyond the date of expiration of recall rights. During such suspension of recall rights, the employee will not be recalled. At the end of the suspension period, recall rights shall be resumed (but not extended), but the employee cannot make any claims with respect to any positions filled during the period of the suspension.
- 11.16 A dismissal for just cause does not constitute a layoff.
- 11.17 Layoff Benefits

Employees who are laid off and who have recall rights shall continue on the appropriate benefits plans for the calendar month during which the layoff occurs, and the month following, provided the employee prepays the employee's share of the premiums. The employee may continue on the appropriate benefit plans for the balance of the recall period provided the employee prepays the total premiums, and may use post-dated cheques.

## ARTICLE 12 – DISCRIMINATION AND HARASSMENT

- 12.01 The Employer and the Union are committed to the principles and provisions of the British Columbia Human Rights Code and in providing a learning and working environment free from discrimination. The Employer and the Union support the principle that all people are to be treated with dignity and respect.
- 12.02 The Employer shall publish the following statement in the Students' Handbook: *"Canadian society recognizes differences and diversity. This requires that all shall be treated with dignity and respect. It is the school policy to support these principles."*
- 12.03 The Employer shall ensure the above statement is read and discussed at student orientations. The statement will also be posted at various locations at each campus.
- 12.04 The Employer will not discriminate or coerce any employee in the matter of training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, creed, colour, national origin, political or religious affiliation, sex, marital status, family status, sexual orientation or being physically or mentally challenged.
- 12.05 The Union and the Employer recognize the right of employees to work in an environment free from discrimination, personal or sexual harassment, or bullying.
- 12.06 Sexual harassment means engaging in repeated comments or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
- (a) sexual solicitation or advance or inappropriate touching and sexual assault;
  - (b) a reprisal, or threat of reprisal, which might be reasonably perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- 12.07 Personal harassment and bullying mean repeated comments and or actions, or a course of conduct that is known or ought reasonably to be known to be unwelcome and is demeaning or humiliating. Personal harassment and bullying do not include legitimate discussions between management and employees that are necessary for the Employer's operations.
- 12.08 An employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within three (3) months of the latest alleged occurrence through the Union directly to the Employer. Complaints of this nature shall be treated in strict confidence by the Union and the Employer.
- 12.09 The Employer shall acknowledge the receipt of the complaint in writing under Article 12.08 within seven (7) days of receipt of the complaint from the Union and shall investigate and respond within thirty (30) days, which may be extended by mutual agreement.

- 12.10 In cases where a finding of harassment results in the transfer of an employee, it shall be the respondent who is transferred unless the complainant requests and approves a transfer.
- 12.11 Where either party to the proceeding (complainant or respondent) is not satisfied with the Employer's response, the complaint may, within thirty (30) days, be forwarded to the mediation process. If both parties agree to participate, the complaint shall be put before a mutually agreed on independent mediator, who shall be appointed within ten (10) days of referral. The mediator's fees and expenses shall be shared equally by the Employer and the Union.

#### 12.12 Mediation

The parties agree that the mediation process is the recommended avenue of resolution and will encourage participation of the individuals involved.

The Mediator shall attempt a mediated settlement, under the following terms:

- (a) the mediation process and resolution will be kept strictly confidential by all participants.
- (b) the mediation process and resolution shall take no longer than three(3) actual mediation days, and be within a thirty (30) day period.
- (c) where a resolution is reached, the complainant and the respondent must agree in writing to the resolution and the matter will then be considered to be concluded.
- (d) no record of the mediation except the written agreed resolution will be placed on an employee's file. The written resolution will be removed from the employee's file after twelve (12) months unless there has been a subsequent complaint of harassment against the employee within the twelve (12) month period.
- (e) if the mediation is not successful, the Employer will state their actions to be taken, if any, in writing within ten (10) days.

### **ARTICLE 13 – GRIEVANCE PROCEDURE**

- 13.01 Any difference arising between the parties bound by this agreement concerning the interpretation, application, operation, or any alleged violation of this agreement, including a question as to whether a matter is arbitrable, shall be resolved without stoppage of work in accord with this agreement.
- 13.02 The Union or the Employer shall have the right at any time to present grievances under the procedure outlined in this agreement. Grievances must be filed within ten (10) working days after the date of the occurrence of the incident or, when they should have reasonably known, and are to be submitted in writing, setting out the nature of the grievance and the circumstances from which it arose.

### 13.03 Step 1

Employees are encouraged to attempt to resolve disputes or complaints with their immediate supervisor prior to forwarding matters to the grievance procedure. Every attempt shall be made to resolve the grievance at Step 1 by discussions within ten (10) days after the grievance has been filed. The program director shall render a written decision within ten (10) working days after the Step 1 meeting.

Step 1 meetings will occur before or after class time.

### 13.04 Step 2

Failing settlement at Step 1, the grievance may be advanced to Step 2 by the Union forwarding the grievance to the Director of Operations or designate. A decision shall be rendered by the Director of Operations or designate in writing within ten (10) working days after the receipt of the grievance at Step 2, or if a meeting is held pursuant to Clause 13.06(c), ten (10) working days after the date of such meeting.

Failing settlement at Step 2, the grievance may be advanced to arbitration upon the Union's written notification within thirty (30) days of receipt of the Step 2 decision or by the date by which a decision should have been provided, whichever is earlier.

### 13.05 Time Lines

- (a) Grievances shall be submitted to the next step of the grievance procedure within ten (10) working days of a response, or by the date which a decision should have been provided, whichever is earlier.
- (b) Grievances shall be filed and processed within the timelines set out above or they shall be deemed to have been abandoned. If the Employer fails to respond within the timelines set out above, the Union may advance the grievance to the next step. Timelines may be extended by written mutual agreement between the parties.
- (c) Upon written request of either party, the parties shall meet to discuss a grievance at any stage of the grievance procedure. If such a request is made, the timelines are automatically extended for an amount of time equal to the time necessary for the parties to conclude their meeting.

### 13.05 Arbitration

- (a) All grievances submitted to arbitration under this article shall be adjudicated by a single arbitrator who shall be selected on a case-by-case basis by mutual agreement of the parties. Where the parties cannot agree on a single arbitrator within 30 days of the grievance being referred to arbitration, one shall be selected from the following list:
  - (i) Joan Gordon
  - (ii) John McConchie
  - (iii) Mark Brown
  - (iv) Ken Saunders

- (b) The findings of the arbitrator shall be final and binding on both parties. The arbitrator is not authorized to alter, amend, or modify any part of this agreement.
- (c) Fees and expenses incurred by the arbitrator shall be borne equally by the Union and the Employer.

## **ARTICLE 14 – CONDUCT AND DISCIPLINE**

- 14.01 An employee may be disciplined or dismissed for just and reasonable cause, or as provided in Article 9. An employee disciplined or dismissed by the Employer may grieve such action.
- 14.02 The parties recognize the principles of progressive discipline.
- 14.03 If the Employer intends to meet with an employee for disciplinary or dismissal purposes, the employee and the Union shall be so advised in advance, with a written notice, by email to the union. A shop steward shall attend all meetings with employees under this section provided this does not unduly delay the action being taken. This provision does not apply to meetings related to performance evaluation unless disciplinary steps are contemplated.
- 14.04 In the case of an alleged breach of conduct on the part of an employee covered under this agreement, the designated person shall notify the employee within seventy-two (72) hours (exclusive of Saturdays, Sundays, or holidays) of the Employer having become aware of the incident, of the particulars, with a copy of the same to be forwarded to the Union.
- 14.05 In matters of discipline and in the event of arbitration, the arbitrator may sustain, revoke, or alter a penalty. In the event a grievance has been sustained where an employee has been suspended, demoted, or dismissed, he/she shall be reinstated with full compensation for time lost, or by any other arrangements which in the opinion of the parties or of the arbitrator is just and equitable.
- 14.06 Disciplinary action taken against an employee will not be used against that employee after twenty-four (24) months following such action.
- 14.07 Personnel File
  - a) The Employer shall maintain a single personnel file and no other file will be kept, except for payroll records. This personnel file and payroll/benefit records shall be kept confidential in compliance with the relevant legislation and arbitral jurisprudence.
  - b) An employee shall be entitled to review and/or be given copies of material contained in the personnel file for the employee upon request, on two (2) business days' prior notice.

## **ARTICLE 15 – LEGAL HOLIDAYS**

- 15.01 The following are the recognized legal holidays for the purpose of application as hereinafter provided:

New Years' Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day (1st Monday in August), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

- 15.02 Unless otherwise proclaimed by the Province, or unless otherwise mutually agreed by the parties, whenever a statutory holiday falls on a Saturday or Sunday, the following Monday shall be observed. Should there be two (2) sequential statutory holidays on a Saturday and a Sunday, both Monday and Tuesday will be observed.
- 15.03 When a paid holiday falls on an employee's scheduled day of rest, the employee shall be granted another day off in lieu, taken at a time mutually agreed between the employee and the Employer.
- 15.04 When an employee is on vacation and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.
- 15.05 In lieu of being paid for each legal holiday, each auxiliary employee shall be paid 4% of gross earnings on each pay cheque.
- 15.06 For each legal holiday as it occurs, a regular employee shall be paid an amount equal to their regularly scheduled hours for that day, as if they had worked.

## ARTICLE 16 – VACATIONS

- 16.01 Annual vacations with pay shall be granted regular employees and the entitlement will be based on continuous service with the Employer as a regular employee or auxiliary employee. Years of service shall be based on the employee's date of hire and anniversaries of that date.
- 16.02 Regular employees shall be entitled to and shall take annual vacations on the following basis:
  - (a) for the 1<sup>st</sup> and 2<sup>nd</sup> years of service: 2 weeks
  - (b) for the 3<sup>rd</sup> and 4<sup>th</sup> years of service: 3 weeks
  - (c) for the 5<sup>th</sup> and 6<sup>th</sup> years of service: 4 weeks
  - (d) for the 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup> years of service: 5 weeks
  - (e) for the 10<sup>th</sup> and each subsequent year of service: 6 weeks

An employee who is entitled to five (5) or more weeks' annual vacation may elect on an annual basis to take vacation pay in lieu of vacation time for the fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) week of vacation eligibility. Such election must take place at the time that annual vacation is scheduled pursuant to Article 16.09 of the Collective Agreement. Once such an election is made, it cannot be revoked until the next calendar year.

- 16.03 When taking annual vacation, the regular employee shall be paid as if at work, subject to 16.04 below.



- 16.04 Regular employees who have taken a leave or whose hours of work have changed in the preceding year prior to vacation, shall be entitled to an annual vacation period and pay on a pro-rata basis.
- 16.05 An employee must take at least two weeks' vacation in each year of service, starting after year one; and may bank up to five (5) days of vacation in each year of service to a maximum of twenty (20) days.
- 16.06 Upon termination the employee will be paid any unused accrued vacation pay, or where the employee has taken vacation prior to having earned a full entitlement, any money paid in excess of that employee's entitlement shall be considered an advance and shall be deducted from that employee's final pay.
- 16.07 The vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.
- 16.08 For the purposes of this article, vacation pay accruals shall be based on 2% of gross earnings for each week of vacation entitlement, earned during the year in which vacation entitlement is earned
- 16.09 Vacation Scheduling
- Between December 1st and December 31st of each year, regular employees shall indicate vacation date preferences for the following calendar year, using the following process:
- (1) Each regular employee will be provided with access to a system for requesting vacations. This system will allow employees to view the vacation requests of other employees. The Employer will determine the media used for requesting, using and posting vacation requests.
  - (2) If two or more employees cannot be granted the same vacation dates, the employees involved will attempt to determine which employee(s) shall be scheduled for those dates and if the matter cannot be resolved, the vacation will be scheduled based on seniority.
  - (3) A final vacation schedule, as approved by the Employer, will be posted by January 31<sup>st</sup> of the year in which vacations are requested.
  - (4) Approved vacation dates shall not be changed except by mutual agreement of the Employer and employee involved.
  - (5) The Employer will not arbitrarily exclude any time from the calendar year for the purpose of scheduling vacation and will make a reasonable effort to accommodate requests. Notwithstanding the previous sentence, vacations shall be approved subject to the operating needs of the Employer and the Employer may limit the number of employees who may be away on vacation at any one time. Notwithstanding operational requirements, the Employer will give consideration to extenuating circumstances.
  - (6) Vacation requests submitted after December 31<sup>st</sup>, shall be considered on a first come first serve basis.
- 16.09 Auxiliary and probationary employees shall be paid 4% of gross earnings on each pay cheque as annual vacation pay.

## ARTICLE 17 – LEAVES

17.01 Except in an emergency situation, all requests for leave shall be made in writing to the Employer. Leave shall be available under the following terms:

### 17.02 Bereavement Leave

(for regular and auxiliary employees on a sessional appointment only)

An employee shall be entitled to a maximum of five (5) days with no loss of pay in the event of a death in an employee's immediate family. Immediate family shall mean the spouse (including same sex relationships), child (including miscarriage), parent and sibling.

An employee shall be entitled to a maximum of three (3) days with no loss of pay in the event of a death in the employee's guardian, grandparents, grandchildren, father-in-law, mother-in-law, brother in-law, sister in-law, daughter in-law, and son in-law. An employee shall be entitled to one day off without loss of pay in the case of death of his/her aunt, uncle, or any relatives if resident at the employee's home at time of death. An employee shall be entitled to one (1) full day off without loss of pay in the case of death of a colleague who is, at the time of death, currently employed by the Employer. An employee may request additional time off without pay, under Article 17.10.

### 17.03 Pregnancy Leave

Pregnancy leave shall be as follows:

- (1) A pregnant employee who requests leave under this article is entitled to up to 17 weeks of unpaid leave beginning no earlier than 11 weeks before the expected birth date, and no later than the actual birth date, and ending no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and no later than 17 weeks after the actual birth date.
- (2) An employee who requests leave under this article after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of leave beginning on the date of the birth or of the termination of the pregnancy.
- (3) An employee 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, she is unable to return to work when her leave ends as under sub-section (1) or (2) above.
- (4) A request for leave must:
  - (a) Be given in writing to the Employer
  - (b) If the request is made during the pregnancy, be given to the Employer at least 4 weeks before the day the employee proposes to begin leave, and
  - (d) If required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the

date the pregnancy terminated, or stating the reasons for requesting additional leave under sub-section (3).

- (5) A request for a shorter period under sub-section (1) must:
  - (a) Be given in writing to the Employer at least one week before the date the employee proposes to return to work, and
  - (b) If required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

#### 17.04 Parental Leave

- (6) An employee who requests parental leave under this article is entitled to:
  - (a) For a birth mother who takes leave under Article 17.03 above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 17.03 above unless the Employer and employee agree otherwise,
  - (b) For a birth mother who does not take leave under Article 17.03 above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,
  - (c) For a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after the event, and
  - (d) For an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.
- (7) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under sub-section (1).
- (8) A request for leave must:
  - (a) Be given in writing to the Employer
  - (b) If the request is for leave under sub-section (1) (a) or (b), be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
  - (c) If required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (9) An employee's combined entitlement to leave under Article 17.03 and 17.04 is limited to 52 weeks plus any additional leave the employee is entitled to under Article 17.03.3 or 17.04.2.

#### 17.05 Pregnancy and Parental leaves:

##### *Employment Standards Act and Return to Work*

Pregnancy leave or parental leave shall be granted to an employee prior to the birth of a child or after a child is born for a longer period than that set out in Articles 17.03 or 17.04 or the Employment Standards Act, to a maximum of two (2) additional years.

An employee wishing to extend parental leave must give four (4) weeks notice in writing.

An employee who is on an extended leave as set out above, upon request, shall be placed on the sub-list for substitution work as per Article 2.1.b.

Not later than two (2) weeks prior to the termination of pregnancy leave and of parental leave the employee must give notice in writing of the intention to return to work. An employee on pregnancy leave and/or parental leave for the periods set out in the legislation shall be treated as if at work for purposes of seniority, benefits plans, sick leave, and determining the level of vacation entitlement. An employee taking additional leave as set out above shall not be entitled to benefits or sick leave, nor shall they accumulate seniority or credit for vacation entitlement during the period of additional leave. Upon completion of the leave(s), the employee will be returned to his or her former position or a comparable one. Employees taking leaves that exceed two (s) years shall be returned to a position based on their qualifications and seniority.

17.06 Effective January 1, 2009, an employee who takes pregnancy or parental leave pursuant to Articles 17.03 and 17.04 shall be paid for the first two (2) weeks of such leave in an amount equal to what they would have received had they worked during those two (2) weeks, the amount not to exceed seventy five (75) hours pay at the appropriate hourly rate. Where there are two spouses working for the Employer, an aggregate maximum of two (2) weeks pay for both employees shall apply.

#### 17.07 Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- (a) The care, health, or education of a child in the employee's care, or
- (b) The care or health of any other member of the employee's immediate family

#### 17.08 Jury Duty (for regular employees only)

An employee called for service as a juror or subpoenaed as a crown witness shall be paid the difference between the wages received and the amount of straight time earnings lost by reason of such service. To qualify, an employee must produce proof that absence was due to serving as a juror or a crown witness and must be available for work whenever excused from appearing as a crown witness or from jury duty.

#### 17.09 Educational Leave

(only for regular employees who have completed probation)

Educational leave may be granted without pay for a period not to exceed twelve (12) months upon request from an employee. The Employer will advise the employee in writing, with stated reasons, in a reasonable period of time, the approval or refusal of the leave. Such employees will accumulate seniority and shall be returned to their former position at the end of such leave. Educational leave shall be requested in writing four (4) weeks prior to the commencement of leave and notice of return shall be given four (4) weeks prior to the end of leave.

#### 17.10 General Leave

An employee may request, in writing, with reasonable notice, up to one (1) year of unpaid leave of absence for any purpose. Employees may not request a general leave to seek or obtain employment with another educational institution, except by mutual agreement. The Employer will advise the employee, in writing, with stated reasons, in a reasonable period of time, the approval or refusal of the leave. Requests will not be unreasonably denied taking into consideration the operational requirements of the school, the purpose of the leave, and the employee's length of service. The Employer shall offer alternative suggestions regarding denied leaves, where possible. Where an employee accepts a general leave to work at another ILSC institution, they will continue to accrue seniority for the duration of the leave.

#### 17.11 Compassionate Care Leave

The Employer shall grant leave of absence without pay, benefits or accumulation of seniority to an employee who is likely to be, or is eligible for Employment Insurance Compassionate Care benefits. The employee must provide the Employer with a copy of the documentation submitted to Employment Insurance to support such a claim and must inform the Employer as to whether or not the benefit has been granted and the duration of the benefit period.

17.12 Employees on leave of absence without pay may maintain their benefit plans in full by pre-paying the premiums in full and may use post-dated cheques.

### **ARTICLE 18 – HOURS OF WORK, WORKLOAD AND ASSIGNMENTS**

- 18.01 (a) Employees will be paid at 1.25 hours at their hourly rate for each hour of instruction worked in full recognition of preparation time, administrative duties, program meetings, general education fairs, performance reviews and necessary discussions between employees and supervisors as directed by the Employer.
- (b) Preparation time includes, but is not limited to, preparing for instructions (gathering, developing, improving, and preparing materials necessary for instruction), marking students' written assignments and tests, preparing students' progress reports, completing records pertaining to attendance and assessments, completing other administrative records and forms

required for operational needs, and completing necessary inter-office communication, such as responding to emails and inquiries.

- (c) If an employee is required by the Employer to attend Friday afternoon general staff meetings, or to participate in certain school activities, that employee shall receive their regular hourly rate for such time spent.

18.02 The Employer may offer, and an employee may accept, non-ESL instructional work which will be paid at the employee's regular rate. This shall not apply to any work related to IELTS, Cambridge or other third-party tests.

18.03 Employees teaching four and one-half hours or more on a day shall be entitled to a one-hour unpaid meal break that day. By mutual agreement of the employees and supervisors involved, other activities may be scheduled during the meal break.

18.04 Employees will not be assigned more than twenty-seven (27) instructional hours including breaks, per week unless an employee so chooses.

Where an employee chooses to work more than twenty seven (27) instructional hours per week or chooses to teach an after-hours class, that employee shall be paid for such time at straight time hourly rates, and shall have the option of banking such time on a straight time basis, to be taken as time off at a time mutually agreeable to the employee and the Employer, subject to the operating needs of the business. Where time off cannot be mutually agreed to within the current calendar year, such banked time will be paid out at the straight time rate at which it was earned.

After-hours classes will be initially offered on the basis of qualifications and seniority to those employees with fewer than twenty-seven (27) instructional hours per week.

18.05 The workload requirements for programs and courses shall be consistent the workload provisions outlined in Article 18.04.

18.06 (a) Regular employees will be assigned available classes to a maximum of six (6) instruction hours per day, unless mutually agreed otherwise. Subject to operational and scheduling requirements less than maximum hours will be assigned only after all maximum hours have been assigned. An employee may refuse an assignment of only one and one-half (1 ½) total instructional hours per day and such refusal will not result in any prejudice to the offer of any future working assignments

(b) Regular employees may request less than maximum hours, which will not be unreasonably denied, subject to the operational needs of the school. Such requests must be in writing and must be submitted to the Employer at least four (4) weeks prior to the start of the session for which reduced hours are requested. Denials shall be in writing, including reasons for the denial. An employee who is working less than maximum hours as a result of the request under this article, shall return to maximum hours, provided the employee gives the Employer written notice at least four (4) weeks prior to the start of the session for which a return to maximum hours is requested, and further provided that work the employee is qualified to perform is available.

- 18.07 In making teaching assignments pursuant to Article 18.08 below, the Employer will consider written requests from regular employees who have completed probation, for transfers to other programs, courses or levels for which they are listed as meeting the qualifications and experiences on the 'Seniority List'. Such requests must be made at least four (4) weeks prior to the start of a new session.
- 18.08 Subject to operational and scheduling requirements, teaching assignments shall be made as per employee requests that have been approved pursuant to Article 18.07 and according to seniority.
- 18.09 As teaching assignments are being made, if the employer knows a stand-alone SP class or classes remain, the employer may schedule that class with an SQ class and assign the two classes together as one teaching assignment.
- 18.10 Once an employee has accepted an assignment of tutoring, they will complete the tutoring assignment for the session and will not exercise their seniority in cases of promotion or additional assignment of available work for that session if that would mean moving them out of their tutoring assignment.

## **ARTICLE 19 – EVALUATION**

- 19.01 The evaluation process shall be reasonable, non-discriminatory and fair.
- 19.02 Where a formal appraisal of the employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the appraisal. Provision shall be made on the evaluation for an employee to sign it. The form shall provide for the employee's signature in two (2) places: one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. An employee shall be provided with a copy of the appraisal and shall have three (3) days in which to consider the appraisal before signing it. An employee has the right to append a written response to an appraisal. An employee's appraisal shall not be changed after an employee has signed it.

## ARTICLE 20 – HEALTH AND WELFARE

### 20.01 Medical Services Plan of BC

The employer shall pay 100% of the premiums for eligible employees and their dependents.

Participation is voluntary for eligible employees.

### 20.02 Extended Health Benefits Plan

The employer shall pay 100% of the premiums for eligible employees and their dependents.

- Benefit level - 80%
- Deductible - none
- Out-of-Country Emergency Care - 100%
- Medex Travel Assistance - covered
- Overall financial limit - none
- Vision Care - \$200 every 24 months
- Prescription drugs - covered
- Hearing Aids - \$500 every 48 months
- Provide Paramedical practitioners at \$500 maximum per calendar year (remove \$10 per visit maximum.)
- Conversion privilege - included
- Survivor benefits - 24 months without premiums
- Termination - age 70

Participation is a condition of employment for eligible employees (unless covered elsewhere)

### 20.03 Dental Plan

The Employer shall pay 100% of the premiums of eligible employees and their dependents.

- Part "A" - basic services covered to 80%
- Part "B" - crowns, bridges, dentures covered to 50%
- Part "C" - orthodontics for dependent children only covered to 50%
- Parts A and B have a combined maximum of \$5,000 per year
- Part C has a maximum of \$1,500 lifetime
- Conversion privilege - included
- Termination - at age 70

Participation is a condition of employment for eligible employees (unless covered elsewhere).

### 20.04 Group Life Insurance / AD & D Plan

The employer shall pay 100% of the premiums for eligible employees and their dependents.

Group Life:

Benefit - 2 times annual earnings

Maximum - \$100,000 reducing by 50% at age 65



Accidental Death and Dismemberment:  
Benefit - same as life insurance

Both plans:  
Conversion privilege - included  
Termination - at age 70  
Optional insurance - available

Participation is a condition of employment for eligible employees

#### 20.05 Weekly Indemnity Plan

The employee shall pay 100% of the premiums for eligible employees.

Benefit level - 66 2/3% of weekly earnings to a maximum benefit of \$800.

Benefits start - 8th day for illness and hospitalization, and 1st day for accident

Benefit duration - 17 weeks

Participation is a condition of employment for eligible employees.

20.06 All benefits plans, coverages, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the benefits plans as amended from time to time. Any descriptions in this agreement are provided for the purpose of general information. The Employer's liability is limited to the payment of its share of premiums. Any disputes regarding specific claims or insurabilities are not arbitrable and must be directed by the employee to the insurer.

20.07 (a) All regular employees who have completed probation and who work twenty-six (26) work hours per week or more are eligible for full benefits. Where a regular employee's hours are reduced to below 26 work hours per week, the employee shall continue on the appropriate benefits plans for the calendar month during which the reduction occurs. The employee may also continue in the month following, provided the employee prepays the employee's share of the premiums. Thereafter, the employee will receive 3% of gross pay in lieu of benefits.

(b) Regular employees who have completed probation and who work less than 26 work hours per week shall be paid an additional 3% of gross pay in lieu of benefits.

20.08 Employees on leave of absence without pay may maintain their benefit plans in full by pre-paying the premiums in full and may use post-dated cheques.

#### 20.09 EI Rebate

Any amount payable to an employee as the result of a rebate of EI premiums shall be applied to help meet the costs of the Employer's share of premiums for benefits in this article.

## ARTICLE 21 – PAID SICK LEAVE

- 21.01 Sick leave is absence with pay granted by the Employer to an employee who is unable to work because of illness or non-compensable accident, or to attend medical, dental or eye appointments which cannot be booked after working hours.
- 21.02 All regular employees with seniority will be entitled to accrue sick leave in any calendar year at the rate of five and one-quarter per cent (5.25%) of work hours, for purposes set out in 21.01 above. Capped at 90 hours for full-time; 70 hours for 3/4 time; and 50 hours for 1/2 time.
- 21.03 An employee shall submit a doctor's note or completed company medical certificate for periods of illness in excess of 5 working days in addition to any insurance requirements. The Employer may also require a completed company medical certificate if a pattern of absences or an excessive level of absenteeism is developing.
- 21.04 Sick days will not be carried over from one calendar year to the next.
- 21.05 An employee who uses all of their accrued sick leave prior to the end of a calendar year may choose to use unused vacation leave to cover additional sick time.

Employees may use sick leave prior to its accrual in a calendar year if they have insufficient accrued sick leave at the time of the absence. If an employee leaves their employment prior to the accrual of sick leave used, any money paid in excess of that employee's accrual shall be considered an advance and shall be deducted from that employee's final pay.

- 21.06 An employee can use up to four (4) days sick leave for personal emergencies or personal emergencies of an urgent matter that is unplanned or out of the employee's control concerning those who are dependent on the employee for care or assistance included in the list below:
- spouse (includes both married and unmarried couples, of the same or opposite genders);
  - parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
  - spouse of the employee's child;
  - brother or sister of the employee;
  - cohabitant.

## **ARTICLE 22 – WAGES**

22.01 All employees agree to provide the employer with the necessary financial institution information to ensure the employer can process all payroll electronically.

Wages will be paid bi-weekly for all time worked up to and including the Saturday, and will be paid on the following Friday.

22.02 Employees will be paid in accord with Schedule A attached to this Collective Agreement.

22.03 The pay calculation for an employee shall be the hourly rate in Schedule A for that employee times the number of assigned work hours worked.

## **ARTICLE 23 – RRSP**

Regular employees may contribute to an RRSP through payroll deduction. The Employer shall match the employee's contribution to a maximum of two per cent (2%) of the employee's gross salary for each pay period.

The plan shall be implemented as follows:

1. Employees may contribute directly to their own, individual RRSPs to the extent that they wish, during the course of the calendar year.
2. Employees wishing to receive a matching contribution from the Employer will submit a copy of their contribution receipts to the payroll department by January 15<sup>th</sup> of each year.
3. The Employer will subsequently make a direct payment to the employee of the matching contribution on the following payroll based on their RRSP contribution levels and gross salary of the preceding year. Appropriate taxes, government and other authorized levies will be deducted as required.
4. Employees can then add this amount to their RRSPs in time for the February 28 contribution deadline.

Employees may opt into this plan at any time upon thirty (30) days written notice, and once in must stay in the plan for a minimum of six (6) months. An employee may opt out of the plan after six (6) months, but will not be permitted to opt back in for a minimum of three (3) months, and then only with thirty (30) days written notice).

## **ARTICLE 24 – PROFESSIONAL DEVELOPMENT POOL**

24.01 There will be a pool totaling ten (10) work days per calendar year which can be accessed by employees for the purpose of professional development.

Employees desiring to access any of these ten (10) days off with pay shall submit a written request at least fourteen (14) days prior to the day(s) requested, and such request must specify the nature of the professional development activity.

Professional development days will be granted at the discretion of the Employer, who shall take into account the Employer's operational needs, the employee's seniority, teaching schedule, and the nature of the activity.

The Employer may restrict the number of the employees seeking to take professional development on the same day. Preference will be given to employees who have not previously applied.

### **24.02 Education Courses and Upgrading**

If an employee attends education or upgrading courses related to employment at the request of the Employer, the Employer shall cover fees and costs incurred on a pre-approved basis, and the employee shall suffer no loss of pay.

An employee enrolled in a course, workshop, or seminar for the purpose of upgrading the employee's present job knowledge and abilities, and having the prior approval of the Employer, upon submission of satisfactory evidence of successful completion of the course, shall be reimbursed for 50% of the tuition and registration costs.

## **ARTICLE 25 – COPYRIGHT AND INTELLECTUAL PROPERTY**

Any course material and/or program/curriculum development produced by an employee for the Employer, which is either expressly commissioned by the Employer, or is part of their normal classroom preparation, and which is prepared while in the employ of the Employer, will be considered to be and remain the exclusive property of the Employer, to be used freely by the Employer, as long as desired. After obtaining permission from the school president, the employee is free to use this material outside of the school, whether or not they are still employed by the Employer.

The Employer recognizes that employees may from time to time and of their own initiative, create materials for use in their instructional duties, develop new courses, classes, or major revisions that have not been expressly commissioned by the Employer. The copyright for such works, as well as other original or creative works created by an employee prior to their employment by the Employer, or outside the scope of their employment or assigned duties shall remain with the employee, and may be used for any purpose the employee wishes, including for personal profit, without restriction or claim by the Employer.

**ARTICLE 26 - CURRICULUM DEVELOPMENT**

A Union/Management Curriculum Development Committee consisting of two (2) teachers employed by the Employer and selected by the Union and two (2) employer representatives employed by the Employer and selected by the Employer, will meet at least twice (2) per year to discuss proposed or ongoing curriculum changes and for the Employer to receive feedback from the Union in regard to curriculum.

**ARTICLE 27 - NO OTHER AGREEMENT**

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

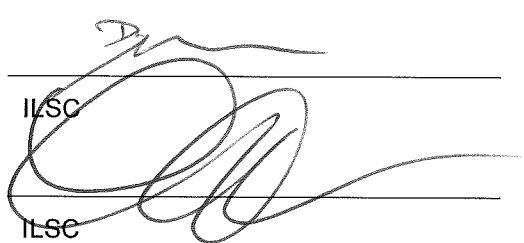
**ARTICLE 28 – TERMS OF AGREEMENT**

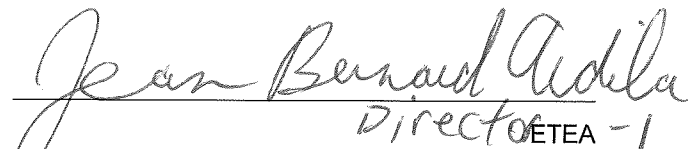

- 28.01 Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.
- 28.02 Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.
- 28.03 This agreement is binding and on the respective parties from January 1, 2018 inclusive up to and including December 31, 2021 and thereafter from year to year, unless written notice of intent to amend or terminate is given by either party any time within four (4) months prior to the expiration of this agreement.

Dated at Vancouver, BC this 19<sup>th</sup> day of November, 2019.

**ILSC EDUCATION GROUP INC./  
ILSC VANCOUVER**

**EDUCATION AND TRAINING  
EMPLOYEES' ASSOCIATION**

  
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ILSC  
\_\_\_\_\_  
ILSC

  
\_\_\_\_\_  
Jean Bernard Adela  
Director ETEA - 1  
  
\_\_\_\_\_  
Head Steward  
ETEA - 1

**SCHEDULE A  
 SCHEDULE OF SALARY RATES**

	January 1st 2018 3%	January 1 <sup>st</sup> 2019 3%	January 1st 2020 2.5%	January 1st 2021 2.25%
1	\$ 25.36	\$ 26.12	\$ 26.77	\$ 27.37
2	\$ 26.19	\$ 26.98	\$ 27.65	\$ 28.28
3	\$ 27.58	\$ 28.41	\$ 29.12	\$ 29.78
4	\$ 30.93	\$ 31.86	\$ 32.66	\$ 33.39
5	\$ 32.50	\$ 33.47	\$ 34.31	\$ 35.08
6	\$ 33.30	\$ 34.30	\$ 35.16	\$ 35.95
7	\$ 34.11	\$ 35.14	\$ 36.02	\$ 36.83
8	\$ 34.95	\$ 36.00	\$ 36.90	\$ 37.73
9	\$ 35.55	\$ 36.61	\$ 37.53	\$ 38.37
10	\$ 36.27	\$ 37.35	\$ 38.29	\$ 39.15

**PLACEMENT AND MOVEMENT ON SCHEDULE**

**Placement on Schedule:**

Pay Grade 1: bachelor's degree and  
 approved TESL certificate

Pay Grade 2: bachelor's degree and  
 approved TESL certificate and  
 more than 24 months of related and documented full-time  
 teaching experience

Pay Grade 3: bachelor's degree and  
 approved TESL certificate and  
 more than 48 months of related and documented full-time  
 teaching experience and  
 master's degree

**Movement on Schedule:**

Upon successful completion of probation - move up one pay grade.

Upon completion of 1,755 work hours after successful completion of probation - move up one pay grade.

Upon completion of master's degrees, - move up one pay grade.

Upon completion of each additional 3,500 work hours, employees shall move up one pay grade.

Pay Grade 10 shall be the maximum pay grade.

Existing employees will not have their pay reduced as a result of the implementation of this schedule.

**General Note**

Degrees must be from accredited educational institutions and in relevant teaching subjects. Applicants will be required to submit all relevant educational documents.

Full-time teaching experience means a minimum of twenty (20) instructional hours per week as per TESL Canada standards.

Existing employees currently placed on levels one (1) through six (6) of the 2009-2013 salary schedule will be moved to levels four (4) through nine (9) respectively on the new grid.

**LETTER OF UNDERSTANDING #1 RE: CLASS SIZES**

**ILSC Education Group Inc./ ILSC Vancouver**  
**(the “Employer”)**

**And**

**The Education and Training Employees’ Association**  
**(the “Union”)**

The Employer agrees to limit class size to the following maximum levels:

- Film and Drama classes which shall be limited to ten (10) students;
- Academic Preparation and Writing classes shall be limited to fifteen (15) students;
- All other classes shall be limited to sixteen (16) students.

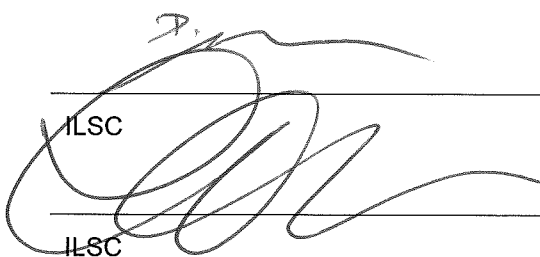
Notwithstanding the previous sentence, class size limits shall not apply to:

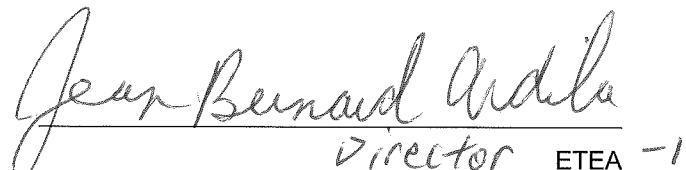
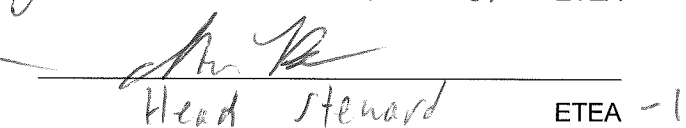
- Special Groups or programs that are not part of the school’s regular stream of offerings. Assignments for such groups or programs shall be posted pursuant to Article 8 of the Collective Agreement. Posting shall include class size, length of course, age group and cultural mix. Upon request, employees shall have access to review the curriculum prior to applying. The successful candidate shall be consulted a minimum of one (1) week prior to the start of the class to review the curriculum and other teaching related issues.
- Computer labs which are defined as those courses where the primary activity involves the student working independently on a computer. As of January 2009, no such classes exist.

Dated at Vancouver BC this 19<sup>th</sup> day of November, 2019.

**ILSC EDUCATION GROUP INC./  
ILSC VANCOUVER**

**EDUCATION AND TRAINING  
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Jean Bernard Ardila  
Director ETEA -1  
  
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Head Steward ETEA -1



**LETTER OF UNDERSTANDING #2 RE: LIABILITY INSURANCE**

**ILSC Education Group Inc./ ILSC Vancouver**

**(the “Employer”)**

**And**

**The Education and Training Employees' Association**

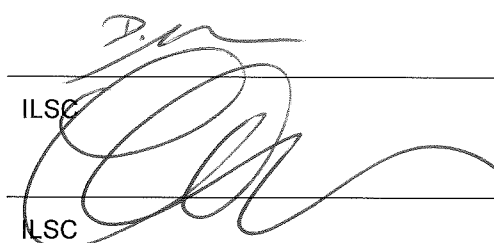
**(the “Union”)**

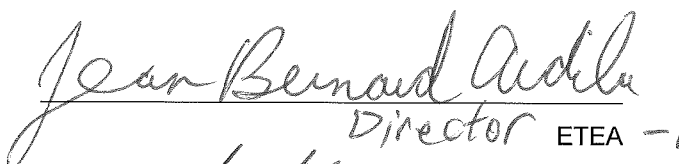

The Employer will maintain the current practice of naming the employees as co- insured on its Commercial Liability insurance policy, subject to the terms and conditions contained in that policy.

Dated at Vancouver BC this 19<sup>th</sup> day of November, 2019.

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Jean Bernard Audela  
Director ETEA -1  
  
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Head Steward ETEA -1

**LETTER OF UNDERSTANDING #3 RE: STAFF LUNCH ROOMS AND COMPUTERS**

**ILSC Education Group Inc./ ILSC Vancouver**

**(the “Employer”)**

**And**

**The Education and Training Employees' Association**

**(the “Union”)**

The parties agree that the employees' workplace conditions are an important issue requiring attention. The parties further agree to the following conditions:

- Photocopiers will not be placed in staff lunch rooms.
- Designating classrooms for use by employees during lunch periods
- Computers will continue to be provided for employees' use for work related matters
- ILSC will provide staff lunch rooms at all current and future permanent campuses.
- Each staff room will be provided with a microwave and refrigerator.
- Students will not be permitted access to the staff room without permission.

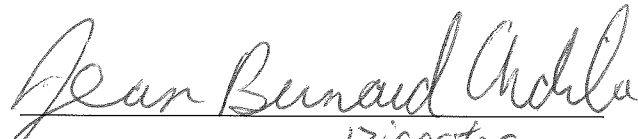

This letter is without prejudice to the Union's right to bargain the provision of additional staff room space in the Employer's facilities in the future.

Dated at Vancouver BC this 19<sup>th</sup> day of November, 2019.

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Jean Bernard Achila  
Director ETEA -1  
  
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Head steward ETEA -1

**LETTER OF UNDERSTANDING # 4 RE: INCIDENT REPORTS**

**ILSC Education Group Inc./ ILSC Vancouver**

**(the "Employer")**

**And**

**The Education and Training Employees' Association**

**(the "Union")**


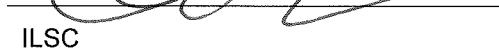
The parties agree to the following:

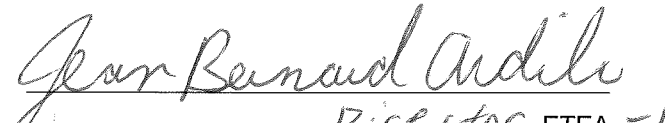

- 1) Incident Reports are not disciplinary.
- 2) Incident Reports cannot be used in any disciplinary process.
- 3) The Union will receive copies of all Incident Reports at the time they are provided to employees.
- 4) If an Incident Report is placed on an employee's Personnel File (Article 14.07), that the employee and/or the Union may submit a reply to the Employer which will be filed with the said Incident Report in the Personnel File.

Dated at Vancouver BC this 19<sup>th</sup> day of November, 2019.

**ILSC EDUCATION GROUP INC./  
ILSC VANCOUVER**

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Director ETEA -1  
  
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Head steward ETEA -1

## **LETTER OF UNDERSTANDING #5 RE: CHRISTMAS VACATION PERIOD**

**Between**

**ILSC Education Group Inc./ ILSC Vancouver**

**(the “Employer”)**

**And**

**The Education and Training Employees' Association**

**(the “Union”)**

The Employer will close the school for the three weekdays between the Boxing Day statutory holiday and the New Years statutory holiday. In certain years, depending on how the calendar falls, the school may also close for Monday December 24 or Friday January 2 when such closure will extend the holiday period through a weekend. Specific days of school closure will be as published in the school calendar each year.

Employees may choose only one of the following options for their salaries. They may be paid as if at work for the days of the school closure, in which case those 3 or 4 paid days will be deducted from the employee's bank of vacation time.

Alternatively, the employee may choose to remain unpaid for those 3 or 4 days, in which case their bank of vacation time will remain unaffected. These two options may not be combined in any way. Two weeks prior to the Holiday closure time each year, the employee will state his/her preference in writing to the payroll department. If no preference is stated, the employee will be unpaid for those days.



Employees may not extend this vacation period beyond the published school calendar closure dates by use of sick days. Any sick time on the day(s) immediately preceding or following the official school closure must be justified. And vacation time scheduled concurrently or in sequence with the holiday closure will be subject to Article 16 (Vacations) of this Collective Agreement.

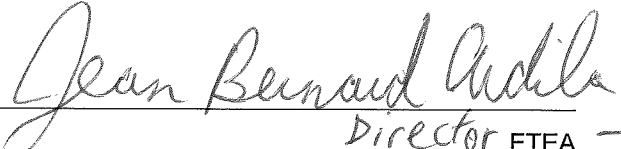

It is hereby understood and agreed that this letter of understanding will expire concurrently with the Collective Agreement; however, the Employer has the right, subject to the operating needs of the business, to terminate this letter of understanding upon delivery of 90 days notice to this effect to the Union. In the event of termination of this letter of understanding any prior, non-refundable travel arrangements made by employees for the upcoming holiday season will be respected.

Dated at Vancouver BC this 19<sup>th</sup> day of November, 2019.

**ILSC EDUCATION GROUP INC./  
ILSC VANCOUVER**

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Jean Bernard Audette  
Director ETEA -1  
  
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Head Steward ETEA -1

**LETTER OF UNDERSTANDING #6 RE: ARTICLE 18.01 HOURS OF WORK, WORKLOAD  
AND ASSIGNMENTS**

**Between**

**ILSC Education Group Inc./ ILSC Vancouver**

**(the “Employer”)**

**And**

**The Education and Training Employees’ Association**

**(the “Union”)**

Notwithstanding the provisions of 18.01 or any other provision of the Collective Agreement, the Employer may assign non-teaching activities which will include but not be limited to invigilating examinations, work book development, development of curriculum / course materials, receiving school delegations, and TESOL observations / mentoring student teachers. Such assignments shall not be considered as instructional hours and will not be included as such for the purposes of Article 18.04. An employee who is assigned to non-teaching activities and who would normally have taught during the period of the non- teaching assignment will not receive less pay than they would have had they continued to teach during the time they are so assigned. Non-teaching assignments other than for curriculum development covering a full session or more will be posted and filled in accordance with the provisions of Article 8.02 of the Collective Agreement. Such assignments that are less than a full session shall be offered first to qualified (as defined in Article 8.02) employees who are teaching part time.

The following curriculum development assignments will be posted and filled in accordance with the provisions of Article 8.02 of the Collective Agreement:

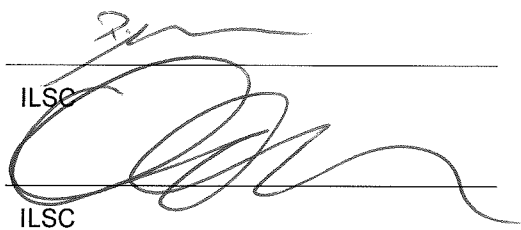
Full time assignments that exceed one (1) week in duration;

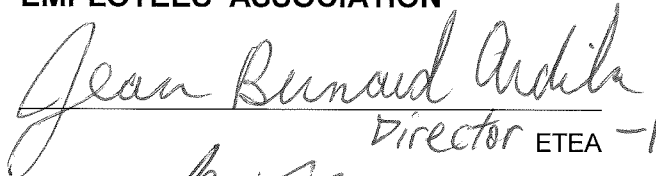

Part time assignments that are 18.75 hours or more per week and that are two (2) weeks or more in duration.

Dated at Vancouver BC this 19<sup>th</sup> day of November, 2019.

**ILSC EDUCATION GROUP INC./  
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Director ETEA -1  
  
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Head Steward ETEA -1

**LETTER OF UNDERSTANDING #7 RE: APPLICATION OF SENIORITY ON RECALL FROM LAYOFF (ARTICLE 11)**

**Between**

**ILSC Education Group Inc./ ILSC Vancouver**

**(the “Employer”)**

**And**

**The Education and Training Employees’ Association**

**(the “Union”)**

WHEREAS:

- A. The Employer offers three teaching blocks as follows:
  - i. morning classes from approximately 9:00 AM to 12:00 PM (“**Morning**”);
  - ii. early afternoon classes from approximately 1:00 PM to 2:30 PM (“**Early Afternoon**”); and
  - iii. afternoon classes from approximately 2:30 to 4:00 PM (“**Afternoon**”);
- B. The Employer may offer evening classes after 4:00 PM (“**Evening**”);
- C. Teachers at ILSC are periodically subject to layoff; and
- D. Teachers at ILSC have rights to be recalled to sessional or substitute work under the Collective Agreement (the “**Collective Agreement**”).

The Employer will apply Articles 11.10(a) and 11.10(b) of Collective Agreement regarding recall rights as follows:

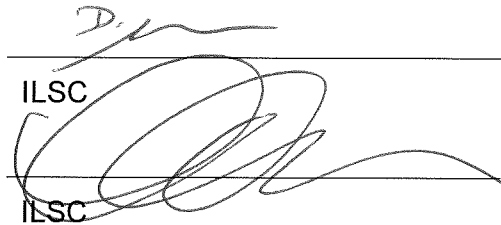
- 1. The Employer will offer any sessional or substitute work which is more than five (5) days to employees on layoff in the order of seniority.
- 2. The Employer will offer sessional or substitute work based on individual Morning, Early Afternoon, Afternoon and Evening teaching blocks, not based on the entire teaching schedule of a teacher on leave, vacation or away from the classroom for any reason.
- 3. The Employer is not required to provide an individual teaching block (Morning, Early Afternoon, Afternoon or Evening) to the more senior employee on layoff where a less senior employee on layoff has been teaching students in that teaching block. The purpose of this clause is to avoid classroom disruption to students.

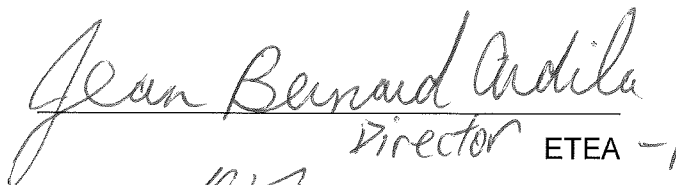

4. An example of an application of the foregoing clauses of this Letter of Understanding is as follows:
- Scenario:
    - Teacher 1 and Teacher 2 are regular employees on layoff.
    - Teacher 1 has more seniority than Teacher 2.
    - Teacher 1 is given a five (5) day AM class on Monday.
    - On Tuesday of the same week, Teacher A goes on vacation for three weeks.
    - Teacher A normally teaches an AM, SP and SQ class.
  
  - Outcomes:
    - The Employer will assign Teacher A's AM class to Teacher 2 because Teacher 1 has an existing AM class.
    - Teacher 1 will not have rights to Teacher A's AM class after she finishes her five (5) day AM class because the students in Teacher A's AM class will have already been exposed to Teacher 2.
    - Teacher 1, as the more senior employee, will be assigned Teacher A's SQ and SP classes for the remainder of Teacher A's vacation because she is the more senior employee.
5. The Employer will not utilize the system of assignment of sessional or substitute work to defeat an employee's right to seniority

Dated at Vancouver BC this 19<sup>th</sup> day of November, 2019.

**ILSC EDUCATION GROUP INC./  
ILSC VANCOUVER**

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ILSC  
ILSC

  
Jean Bernard Ardila  
Director ETEA -1  
  
Head Steward ETEA -1



## LETTER OF UNDERSTANDING # 8 RE: WORKING GROUP ON END OF SESSION DUTIES

Between

**ILSC Education Group Inc./ ILSC Vancouver**

**(the "Employer")**

**And**

**The Education and Training Employees' Association**

**(the "Union")**

The parties agree that there is a need to review and improve End-of-Session procedures with the aim of creating positive outcomes.

The review shall include the following:

- How to create an environment where learners' and teachers' End-of-Session experience is improved;
- Recommend alternatives to current End-of-Session deadlines; and
- will review and take into account best practices that are consistent with current industry standards for testing and accreditation, both locally and globally.

This committee will be comprised of three (3) teachers selected by the union and three (3) excluded employees selected by the employer.

The committee will meet during working hours.

The committee will meet within thirty (30) days following ratification of the collective agreement and conclude its work with recommendations by December 31, 2019. However, the committee may extend this deadline by mutual agreement.


The parties will report to their respective principals throughout the process. Recommendations from the work of the committee will go to the parties' respective principals. The committee shall not have the power to bind either side to any recommendations.

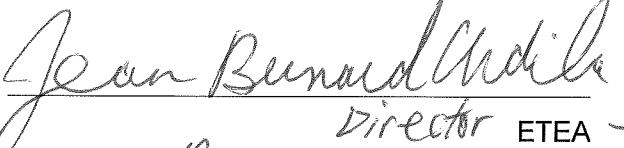
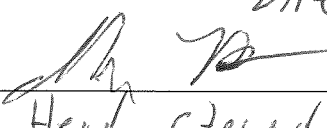
This Memorandum of Agreement will expire as of December 31, 2021.

Dated at Vancouver BC this 19<sup>th</sup> day of November, 2019.

**ILSC EDUCATION GROUP INC./  
ILSC VANCOUVER**

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Head Steward ETEA -1

**MEMORANDUM OF AGREEMENT #1 RE: HEALTH AND WELFARE BENEFIT REVIEW  
(ARTICLE 20)**

Between

**ILSC Education Group Inc./ ILSC Vancouver**

**(the “Employer”)**

**And**

**The Education and Training Employees’ Association**

**(the “Union”)**

The parties agree to establish a joint health and welfare benefit committee to review and make recommendations regarding the benefit coverage provided under the collective agreement.

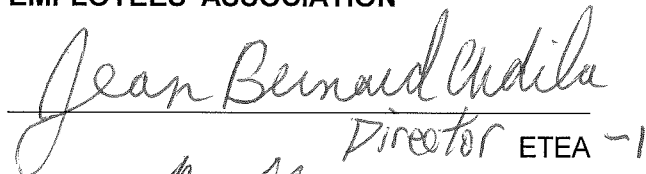
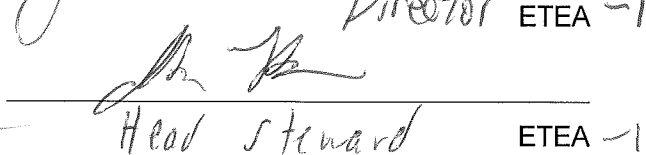
The composition and terms of reference of the joint committee will be agreed-to and appended to the renewal collective agreement during bargaining.

Dated at Vancouver BC this 19<sup>th</sup> day of November, 2019.

**ILSC EDUCATION GROUP INC./  
ILSC VANCOUVER**

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