

COLLECTIVE AGREEMENT

between

**INTERNATIONAL LANGUAGE SCHOOLS OF CANADA
(ILSC (Vancouver) Inc.)**

and

**EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION
(ETEA)**

Effective From: January 1, 2002

To and Including: December 31, 2004

INDEX

PURPOSE OF AGREEMENT.....	ii
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - UNION RIGHTS.....	1
ARTICLE 3 - CHECKOFF OF DUES & ASSESSMENTS.....	2
ARTICLE 4 – STRIKES AND LOCKOUTS	2
ARTICLE 5 – UNION MANAGEMENT COMMITTEE.....	3
ARTICLE 6 - VACANCIES.....	3
ARTICLE 7 - PROBATION	4
ARTICLE 8 - SENIORITY	5
ARTICLE 9 – LAY-OFF AND RECALL.....	6
ARTICLE 10 – DISCRIMINATION AND HARASSMENT	8
ARTICLE 11 – GRIEVANCE PROCEDURE	9
ARTICLE 12 – CONDUCT AND DISCIPLINE.....	11
ARTICLE 13- LEGAL HOLIDAYS	12
ARTICLE 14 - VACATIONS.....	12
ARTICLE 15 - LEAVES	14
ARTICLE 16 - HOURS OF WORK, WORKLOAD AND ASSIGNMENTS	17
ARTICLE 17 – EVALUATION AND PERSONNEL FILE	18
ARTICLE 18 - HEALTH AND WELFARE.....	18
ARTICLE 19 - PAID SICK LEAVE	20
ARTICLE 20 - WAGES.....	21
ARTICLE 21 - TERM OF AGREEMENT	22
SCHEDULE A.....	23
LETTER OF UNDERSTANDING 1.....	25
LETTER OF UNDERSTANDING 2.....	26
LETTER OF UNDERSTANDING 3.....	27
LETTER OF UNDERSTANDING 4.....	28
LETTER OF UNDERSTANDING 5.....	29

PURPOSE OF AGREEMENT

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Education and Training Employees' Association (the "Union") -and- ILSC (Vancouver) Inc., (the "Employer").
- (b) The parties to this agreement share a desire to improve the quality of the services provided by the parties. 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.
- (c) 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.
- (d) An employee is defined as a member of the bargaining unit as described in the certificate issued by the BC Labour Relations Board issued June 20, 1995. For the purpose of this agreement the following employee definitions apply:
 - 1) Regular employee: one who works on a continuing basis, full-time (37 ½ hours per week) or part-time.
 - 2) Term employee: one who works either full-time (37 ½ hours per week) or part-time and who works for a specified period of time.
 - 3) Substitute employee: one who is employed on an "on-call" basis to cover absences, or to augment staff, and who is employed on a day-to-day basis.
- (e) Day: a calendar day unless specified otherwise.
- (f) Part time employee: an employee whose assignment is for less time than for a full-time employee.

ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Union as the sole collective bargaining agent for all teachers employed by the Employer.
- 1.02 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, provided that a claim of discriminatory promotion, or transfer, or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
 - (c) The Employer also reserves the right to supplement and alter, from time to time, the *Teacher Handbook*. The amendments contained therein will not be inconsistent with the provisions of this agreement. The Employer agrees to consult with the Labour Management Committee prior to making any significant changes or additions to the *Teacher Handbook*.
- 1.03 All teachers 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 teachers must become members of the Union within 15 days worked cumulative from the date of first hire.

ARTICLE 2 - UNION RIGHTS

- 2.01 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.
- 2.02 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.
- 2.03 The Employer recognizes the Union's right to select stewards to represent employees. There will be a maximum of two stewards per regular campus and one steward per temporary campus. The Union shall notify the Employer in writing of the names of all Stewards.
- 2.04 Time without loss of pay shall be granted to the employee 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.
- 2.05 Time off without pay shall be granted by the Employer to the employee representative(s) (to a maximum of two) 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 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.
- 2.06 The Employer agrees to provide adequate space in a permanent location for a bulletin board for the sole purpose of posting notices and letters pertaining to Union business. The bulletin board will be provided by the Union.
- 2.07 Subject to operational requirements, the ETEA may request permission to use ILSC facilities for meetings with ILSC teachers during normal business hours, i.e., 8:00 a.m. to 5:00 p.m. Monday to Friday, excluding holidays. Permission shall not be unreasonably denied.

ARTICLE 3 - CHECKOFF OF DUES & ASSESSMENTS

- 3.01 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.
- 3.02 The Union agrees to inform the Employer in writing of all such initiation fees, dues, and assessments.

ARTICLE 4 – STRIKES AND LOCKOUTS

- 4.01 All parties to this agreement will be governed by the British Columbia Labour Relations Code in regard to strikes, lockouts, work stoppages, or slowdowns.
- 4.02 The Employer agrees that it will not cause or sanction a lockout during the term of this agreement.
- 4.03 The Union and its members agree that it will not cause or sanction a strike during the term of this agreement.
- 4.04 The Employer does not expect the employees to cross a legal picket line and such employees will not be subject to discipline.

ARTICLE 5 – UNION MANAGEMENT COMMITTEE

- 5.01 A Union/Management Committee shall be maintained. It shall be composed of two representatives (who are employees) of the Union and two representatives of 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.
- 5.02 The Committee shall meet within five (5) days, up on the request of either party.
- 5.03 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.
- 5.04 The Committee shall not deal with grievances or have the authority to bind either party but only to make recommendations to their respective principals.
- 5.05 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.

ARTICLE 6 - VACANCIES

- 6.01 (a) Notices of all vacancies for regular positions and term positions not filled as per article 6.03 expected to be longer than twenty-eight (28) days 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; teaching category; brief description of duties; qualifications (including licenses), skill, ability and experience required; salary; hours of work; whether the position is regular or term; 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.
- 6.02 (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) The successful candidate shall be notified in writing. A copy of the 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.
- 6.03 Term employees with seniority shall be offered in seniority order, subsequent term appointments or assignments for which they are listed on the *Seniority List* as meeting the required qualifications and experiences. Notwithstanding Article 6.01, in such cases the position or assignment shall not be posted. Such offers shall not take precedence over offers made to a regular employee on layoff with recall rights under Article 9.10.
- 6.04 There shall be no violation of this agreement where the Employer has attempted to notify term employees of available work by telephone and has been unable to do so. A written record will be kept.
- 6.05 Term employees will be offered subsequent assignments for which they are qualified prior to new hirings.

ARTICLE 7 - PROBATION

- 7.01 Regular or term employees shall be regarded as probationary for the first 840 work hours or one year from the current date of hire as a regular or term employee, whichever is less.
- 7.02 A term employee who is appointed to a regular position during their probationary period shall have their probationary hours already served as a term employee included in the calculation of their regular probationary period.
- 7.03 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.
- 7.04 Upon successful completion of probation:
 - (a) An employee hired as a regular employee shall be confirmed as a regular employee and shall be placed on the seniority list.
 - (b) An employee hired as a term employee shall be confirmed as a term employee and shall be placed on the seniority list.
- 7.05 Post-probationary term employees shall be made regular employees when they have completed an additional 1260 work hours in any 12-month period, and where there is a reasonable expectation of ongoing employment for which the teacher is qualified.

ARTICLE 8 - SENIORITY

- 8.01 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 a term. Seniority for a term employee shall be defined as the number of hours paid since that employee's current date of hire, subject to the provisions of 8.11 (f) and (g). Hours worked as a substitute on or after January 01, 2001 shall be included in a regular or term employee's seniority hours.
- 8.02 A probationary employee shall not have seniority until they have successfully completed their probationary period.
- 8.03 Substitute employees shall not have seniority.
- 8.04 After successful completion of probation the name of the employee shall be placed on the *Seniority List* in order of the number of hours paid from the date of the current entry into the Employer's service in the bargaining unit.
- 8.05 The *Seniority List* shall detail, for each employee on it, the number of hours paid for seniority purposes, the employee's name, the employee's date of current start as an employee, the status of the employee (regular or term), and the positions or assignments for which the employee meets the qualifications and experiences as specified in the *Teachers' Handbook*.
- 8.06 Employees who are on approved unpaid leave of absence because of illness or injury shall continue to earn seniority.
- 8.07 When two or more employees have the same seniority, the most senior shall be determined by lot.
- 8.08 An updated *Seniority List* shall be posted at each campus and a copy provided to the Union on the 15th day of each of the months of January, April, July and October of each year. The seniority list shall be open for correction for a 14 day period, and will thereafter be deemed accepted for all purposes of this agreement up to the next posting.
- 8.09 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.
- 8.10 Corrections can only relate to calculations based on the period after the date of the immediately prior posting of the *Seniority List*.
- 8.11 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; 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 9.17; or
- (e) is laid off for more than one (1) year; or
- (f) is a term employee and does not have a new appointment or assignment for one (1) year; or
- (g) is a term employee and declines a second offer of appointment or assignment, which is made at least 30 days following the first offer which has been declined unless the appointment is for only 1.5 hours per day, as per Article 16.07a.

ARTICLE 9 – LAY-OFF AND RECALL

- 9.01 Any reduction by the Employer in the regular hours of work of a regular employee working 28 work hours or more per week, shall constitute a layoff. Any reduction in the hours of work of a regular part-time employee to less than 19 work hours on average per week shall constitute a layoff.
- 9.02 A layoff may occur due to insufficient work, change in organizational structure, or a reduction of a program, activity or service.
- 9.03 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.
- 9.04 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 who to lay off or who to recall.
- 9.05 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 8.05), 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 days of the date of notice of layoff and a bump must be of the most junior employee possible.
- 9.06 All regular employees shall receive two weeks notice of layoff, or pay in lieu of all or part of the notice.
- 9.07 A term employee who completes the term appointment shall not be considered to be laid off.
- 9.08 A term employee shall not be considered laid off if the Employer ends the appointment prior to the end of the term for which the teacher was appointed. In such a case, a term employee with seniority shall receive two weeks notice of end

- of work, or pay in lieu of all or part of the notice, but the notice shall not extend past the end of the appointment.
- 9.09 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.
- 9.10 A regular employee on layoff with recall rights may be offered term or substitute work 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.
- 9.11 No new employees shall be hired while qualified employees (in accord with Article 9.04 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.
- 9.12 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.
- 9.13 Recall shall be to a position from which the employee is listed on the Seniority List in accord with Article 8.05.
- 9.14 A full-time employee with recall rights shall be recalled to a full-time or part-time position. If recalled to a part-time position, the employee may refuse the recall and such refusal will not affect recall rights. If the employee accepts the part-time position, the employee retains recall rights to a full-time position for the original recall period.
- 9.15 A part-time employee with recall rights shall only have the right to be recalled to a part-time position.
- 9.16 Notices of recall shall be made by telephone when possible. The Employer shall forward a recall notice by registered letter or other delivery method which provides confirmation of delivery or lack of ability to deliver, to the last known address. If the employee fails to report for work within seven (7) days, or if recall rights have expired, he/she shall forfeit all seniority rights, and shall no longer be an employee. It is the employee's responsibility to provide the Employer with an up to date address.
- 9.17 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.
- 9.18 A dismissal for just cause does not constitute a layoff.

ARTICLE 10 – DISCRIMINATION AND HARASSMENT

- 10.01 The Employer and the Union are committed to the principles and provisions of the 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.
- 10.02 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.”*
- 10.03 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.
- 10.04 The Employer and the Union agree that neither party will exercise discrimination or coercion with respect to 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, sexual orientation or being physically or mentally challenged.
- 10.05 The Union and the Employer recognize the right of employees to work in an environment free from discrimination, personal or sexual harassment.
- 10.06 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.
- 10.07 Personal harassment means 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, humiliating. Personal harassment does not include legitimate discussions between management and employees that are necessary for the Employer's operations.
- 10.08 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.
- 10.09 The Employer shall acknowledge the receipt of the complaint in writing under Article 10.08 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.

- 10.10 In cases where harassment may result in the transfer of an employee, it shall be the harasser who is transferred, except that the harassed may be transferred with his/her written permission.
- 10.11 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 days of referral. The Mediator's fees and expenses shall be shared equally by the Employer and the Union.
- 10.12 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 12 months unless there has been a subsequent complaint of harassment against the employee within the 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 11 – GRIEVANCE PROCEDURE

- 11.01 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.
- 11.02 Any employee, or group of employees, 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 of the occurrence of the incident, and are to be submitted in writing, outlining the

- reason, date of occurrence, along with any additional pertinent information deemed appropriate by the grievor.
- 11.03 Grievances submitted by either the Union or the Employer shall be deemed to be at Step 2.
- 11.04 The following steps constitute the recognized grievance procedure under this agreement:
- Step 1 - The aggrieved employee with a steward submits the grievance in writing to the appropriate Program Director. The Program Director shall render a decision at Step 1 in writing within seven (7) days after the grievance was filed.
- Step 2 - Failing satisfactory settlement at Step 1, the grievance may be advanced to Step 2 by the Union forwarding the grievance in writing to the Academic Director or designate. The Academic Director shall render a decision in writing within seven (7) days after receipt of the Step 2 grievance.
- Note: Steps 1 & 2 - will meet before or after class time.*
- Step 3 – Failing settlement at Step 2, the grievance may be advanced to Step 3 by the Union forwarding the grievance to the Director of Operations or designate. A decision shall be rendered in writing within seven (7) days after the receipt of the grievance at Step 3.
- Failing settlement at Step 3, the grievance may be advanced to arbitration upon the Union's written notification within 30 days of receipt of the Step 3 decision or by the date by which a decision should have been provided, whichever is earlier.
- Step 4 – Arbitration
- 11.05 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) Donald Munroe
 - (ii) John McConchie
 - (iii) David McPhillips
 - (iv) Rod Germaine
- (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.

- 11.06 (a) Grievances shall be submitted to the next step of the grievance procedure within seven (7) days of a response, or by the date which a decision should have been provided, whichever is earlier.
- (b) Timelines may be extended by written mutual agreement between the parties.
- (c) Upon written mutual agreement, the parties shall meet to discuss a grievance upon request of either party 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.

ARTICLE 12 – CONDUCT AND DISCIPLINE

- 12.01 An employee may be disciplined or dismissed for just and reasonable cause, or as provided in the article dealing with Probation. An employee disciplined or dismissed by the Employer may grieve such action.
- 12.02 The parties recognize the principles of progressive discipline.
- 12.03 If the Employer intends to meet with a teacher for disciplinary or dismissal purposes, the teacher and the Union shall be so advised in advance, with a written notice to be placed in the Union mailbox. The Employer shall also advise that the teacher has a right, if the teacher wishes, to have a shop steward present at the meeting 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.
- 12.04 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 twenty-four (24) 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.
- 12.05 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.
- 12.06 In the case of a reinstated employee, the parties to this agreement agree that the arbitrator shall have jurisdiction to rule on the disposition of any monies the employee may have earned during his period of suspension, demotion, or dismissal.
- 12.07 Disciplinary action taken against an employee will not be used against that employee after twenty-four (24) months following such action.

ARTICLE 13- LEGAL HOLIDAYS

- 13.01 The following are the recognized legal holidays for the purpose of application as hereinafter provided:
- New Years 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.
- 13.02 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.
- 13.03 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.
- 13.04 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.
- 13.05 In lieu of being paid for each legal holiday, each substitute and each term Employee shall be paid 4% of gross earnings on each pay cheque.
- 13.06 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 14 - VACATIONS

- 14.01 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 term employee. Years of service shall be based on the employee's current date of hire and anniversaries of that date.
- 14.02 Regular employees shall be entitled to and shall take annual vacations on the following basis:
- | | | |
|-----|---|---------|
| (a) | for the 1 st and 2 nd years of service: | 2 weeks |
| (b) | for the 3 rd and 4 th year of service: | 3 weeks |
| (c) | for the 5 th and each subsequent year of service: | 4 weeks |
- 14.03 When taking annual vacation, the regular employee shall be paid as if at work, subject to 14.04 below.
- 14.04 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.

- 14.05 An employee must take at least two weeks vacation in each year of service, starting after year one; and may bank up to five days of vacation in each year of service to a maximum of 20 days.
- 14.06 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. 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.
- 14.07 The vacation year shall be from January 1st to December 31st.
- 14.08 Vacation Scheduling
- Between January 1st and January 31st of each year, regular employees shall indicate vacation date preferences for calendar year, using the following process.
- (1) A list will be posted on which each regular employee will indicate that employee's choice of vacation dates.
 - (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 February 15th.
 - (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 every reasonable effort to accommodate requests. Notwithstanding the previous sentence, vacations shall be approved subject to the operating needs of the Employer. Notwithstanding operational requirements, the Employer will give serious consideration to extenuating circumstances.
 - (6) Vacation requests submitted after January 31st, shall be considered on a first come first serve basis.
 - (7) Vacation requests for the January 1 to 31st period may be submitted to the Employer by November 31st of the previous year. The Employer shall respond to such requests within one (1) week.
- 14.09 Term employees and substitute employees shall be paid 4% of gross earnings on each pay cheque as annual vacation pay.

ARTICLE 15 - LEAVES

15.01 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:

15.02 Bereavement Leave (for regular and term employees only)

An employee shall be entitled to a maximum of three (3) days with no loss of pay in the event of a death in an employee's immediate family. Immediate family shall mean husband, wife, common-law spouse (including same sex relationships), child (including miscarriage), sibling, parent, guardian, grandparents, grandchildren, 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.

15.03 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.

15.04 Parental Leave

- (1) An employee who requests parental leave under this article is entitled to:
 - (a) For a birth mother who takes leave under Article 11.03 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 11.03 above unless the Employer and employee agree otherwise,
 - (b) For a birth mother who does not take leave under Article 11.03 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 that 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.
- (2) 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).
- (3) 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.

- (4) An employee's combined entitlement to leave under Article 15.03 and 15.04 is limited to 52 weeks plus any additional leave the employee is entitled to under Article 15.03.3 or 15.04.2.

15.05 Pregnancy and Parental Leaves: *Employment Standards Act* and Return to Work

Pregnancy Leave or Parental Leave may 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 11.03 or 11.04 or the *Employment Standards Act*.

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

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. Upon completion of the leave(s), the employee will be returned to his or her former position or a comparable one.

15.06 Family Responsibility Leave

An employee is entitled to up to 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

15.07 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.

15.08 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.

15.09 General Leave

An employee may request, in writing, with reasonable notice, unpaid leave of absence for any purpose. 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.

ARTICLE 16 - HOURS OF WORK, WORKLOAD AND ASSIGNMENTS

- 16.01 A teacher's pay shall cover hours of instruction, preparation time, general staff meetings and participation in certain school activities.
- 16.02 The regular full-time work week for teachers is thirty-seven and one-half (37 ½) hours, excluding meal periods.
- 16.03 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 teachers and supervisors involved, other activities may be scheduled during the meal break.
- 16.04 The maximum number of instruction hours is 30 per week, including any rest breaks.
- 16.05 Assignments will be made on the basis of work hours (maximum of 37 ½ hours per week) and instructional hours shall not exceed 80% of the assigned work hours.
- 16.06 The workload requirements for programs and courses shall be consistent with the workload provisions outlined in Article 16.05.
- 16.07 (a) Instructors will be assigned available classes to a maximum of six (6) contact 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. A teacher may refuse an assignment of one and one-half (1 ½) instructional hours per day and such refusal will not result in any prejudice to the offer of any future working assignments
- (b) An employee may request less than maximum hours, which will not be unreasonably denied. 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.
- 16.08 In making teaching assignments, the Employer will carefully 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.

- 16.09 Subject to operational and scheduling requirements, teaching assignments shall be made as per employee requests and seniority.

ARTICLE 17 – EVALUATION AND PERSONNEL FILE

- 17.01 The evaluation process shall be reasonable, non-discriminatory and fair.
- 17.02 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 at the time of signing. An employee's appraisal shall not be changed after an employee has signed it.
- 17.03 The Employer shall maintain a single personnel file and no other file will be kept, except for payroll records.
- 17.04 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 one day's prior notice.

ARTICLE 18 - HEALTH AND WELFARE

- 18.01 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.

- 18.02 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 - \$100 every 24 months (covers adults and children)

Prescription drugs - covered

Hearing Aids - \$500 every 48 months (covers children only)

Paramedical practitioners - \$500 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)

18.03 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 \$3,000 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).

18.04 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 - \$1,000,000 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

18.05 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.

18.06 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.

- 18.07 (a) All regular employees who have completed probation and who work twenty-eight (28) work hours per week or more are eligible for full benefits. Where a regular employee's hours are reduced to below 28 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 28 work hours per week shall be paid an additional 3% of gross pay in lieu of benefits.

18.08 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.

- 18.09 Teachers 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.

18.10 UIC Rebate

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

ARTICLE 19 - PAID SICK LEAVE

- 19.01 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.
- 19.02 All regular full time employees will be entitled to take up to 90 hours of sick leave in any calendar year, for purposes set out in 19.01 above.
- 19.03 All part-time regular employees with seniority whose assignments are:
- (a) from 25 but below 37 ½ work hours per week shall be entitled to take up to 55 hours of sick leave in any calendar year:

- (b) from 9 ½ but below 25 work hours per week shall be entitled to take up to 41 hours of sick leave in any calendar year.
- 19.04 An employee shall submit a doctors' note or medical certificate for periods of illness in excess of 5 working days or according to any insurance requirements.
- 19.05 A term employee with seniority will be entitled to take up to four (4) sick days during the first four (4) sessions worked in any calendar year (based on their scheduled hours of work per day), and will accumulate one (1) additional sick day for each additional session worked in that year, to a maximum annual entitlement of twelve (12) sick days per calendar year (based on their scheduled hours of work per day).
- 19.06 Sick days will not be carried over from one calendar year to the next.

ARTICLE 20 - WAGES

- 20.01 Wages will be paid bi-weekly (26 pay periods in a year) for all time worked up to and including the Saturday, and will be paid on the following Thursday.
- 20.02 Employees will be paid in accord with Schedule A attached to this Collective Agreement.
- 20.03 The pay calculation for an employee shall be the hourly rate in Schedule A for that teacher times the number of assigned work hours worked. The weekly rate shall be the hourly rate times 37.5. The annual rate shall be the weekly rate times 52.

ARTICLE 21 - TERM OF AGREEMENT

- 21.01 Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.
- 21.02 Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.
- 21.03 This agreement is binding on the respective parties from January 1, 2002 to and including December 31, 2004, 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 ____ of May 2002.

**INTERNATIONAL LANGUAGE
SCHOOLS OF CANADA**

**EDUCATION AND TRAINING
EMPLOYEES' ASSOCIATION**

SCHEDULE A

SCHEDULE OF SALARY RATES

January 1 - December 31, 2002

Grade	Annual	Weekly	Hourly
1	\$40,065	\$770.49	\$20.55
2	\$42,094	\$809.49	\$21.59
3	\$43,151	\$829.82	\$22.13
4	\$44,208	\$850.15	\$22.67
5	\$45,244	\$870.07	\$23.20
6	\$46,041	\$885.42	\$23.61

January 1 - December 31, 2003

Grade	Annual	Weekly	Hourly
1	\$41,067	\$789.75	\$21.06
2	\$43,146	\$829.72	\$22.13
3	\$44,230	\$850.56	\$22.69
4	\$45,313	\$871.41	\$23.23
5	\$46,375	\$891.82	\$23.78
6	\$47,192	\$907.55	\$24.20

January 1 - December 31, 2004

Grade	Annual	Weekly	Hourly
1	\$42,094	\$809.50	\$21.59
2	\$44,225	\$850.47	\$22.68
3	\$45,335	\$871.83	\$23.25
4	\$46,446	\$893.19	\$23.81
5	\$47,534	\$914.11	\$24.38
6	\$48,372	\$930.24	\$24.81

PLACEMENT AND MOVEMENT ON SCHEDULE

Placement on Schedule:

Pay Grade 1: Bachelor's degree
and approved TESL certificate in progress or completed

Pay Grade 2: Bachelor's degree
and approved TESL certificate*
and more than 6 months of related teaching experience

** in the Business Program and in the Computer Education Program the TESL certificate is preferred but not essential*

Pay Grade 4 Bachelor's degree
 and approved TESL certificate
 and more than 12 months of related teaching experience
 and Master's degree

Movement on Schedule

Upon successful completion of probation - move up one pay grade

Upon completion of 900 work hours after successful completion of probation - move up one pay grade

Upon completion of degrees, TESL Certificate, or time specified for related teaching experience, as specified in Placement requirements, recognition on Pay Grades.

Upon completion of 7000 work hours, employees at Pay Grade 4 shall move up one step to Pay Grade 5.

General Note

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

In some cases a Master's degree in Linguistics shall be deemed to meet the requirements for a TESL certificate.

LETTER OF UNDERSTANDING 1

Between
The International Language Schools of Canada (Vancouver)
("The Employer")
And
The Education and Training Employees' Association
("The Union")

Re: MAXIMUM CLASS SIZES

The Employer agrees that for the term of this agreement, there shall be no increases in the established maximum class sizes for current programs and courses, as in effect for January 1, 2002.

In the event there is a bona fide economic need to increase the established maximum class sizes, the employer agrees to present these reasons to the union for discussion with the employer.

Dated at Vancouver, BC this ____ of May 2002.

**INTERNATIONAL LANGUAGE
SCHOOLS OF CANADA**

**EDUCATION AND TRAINING
EMPLOYEES' ASSOCIATION**

LETTER OF UNDERSTANDING 2

Between
The International Language Schools of Canada (Vancouver)
("The Employer")
And
The Education and Training Employees' Association
("The Union")

Re: CERTAIN TERM EMPLOYEES

Term employees who were receiving fringe benefits on September 23, 1999 will continue to do so.

Term employees who were receiving payment of 2% pay in lieu of fringe benefits on September 23, 1999 shall continue to do so, and the amount will be changed to 3% effective November 1, 1999.

Dated at Vancouver, BC this ____ of May 2002.

**INTERNATIONAL LANGUAGE
SCHOOLS OF CANADA**

**EDUCATION AND TRAINING
EMPLOYEES' ASSOCIATION**

LETTER OF UNDERSTANDING 3

Between
The International Language Schools of Canada (Vancouver)
("The Employer")
And
The Education and Training Employees' Association
("The Union")

Re: STAFF ROOMS

This letter is intended to clarify the provision of Staff Rooms at various campuses of the ILSC (Vancouver).

It is hereby agreed on a without prejudice basis that:

1. The ILSC (Vancouver) will continue to provide a staff room at each of its campuses at the following Vancouver, B.C. locations:
 - a. 411 West Hastings Street
 - b. 510 West Hastings Street
 - c. 535 Seymour Street
 - d. 640 West Pender Street
2. Each staff room will be provided with a microwave, refrigerator and special garbage.
3. The staff rooms provided pursuant to this letter do not constitute lunch rooms as described in WCB Regulations 4.89 to 4.92, as amended.
4. This letter is without prejudice to the Faculty Association's right to bargain the provision of additional staff room space in the employer's facilities in the future.

Dated at Vancouver, BC this ____ of May 2002.

**INTERNATIONAL LANGUAGE
SCHOOLS OF CANADA**

**EDUCATION AND TRAINING
EMPLOYEES' ASSOCIATION**

LETTER OF UNDERSTANDING 4

Between
The International Language Schools of Canada (Vancouver)
("The Employer")
And
The Education and Training Employees' Association
("The Union")

Re: LIABILITY INSURANCE

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 ____ of May 2002.

**INTERNATIONAL LANGUAGE
SCHOOLS OF CANADA**

**EDUCATION AND TRAINING
EMPLOYEES' ASSOCIATION**

LETTER OF UNDERSTANDING 5

Between
The International Language Schools of Canada (Vancouver)
("The Employer")
And
The Education and Training Employees' Association
("The Union")

Re: STAFF ROOMS AND WORKPLACE CONDITIONS

The parties agree that the Employees' workplace conditions are an important issue requiring attention. In order to facilitate change, the parties further agree that within six (6) months of the signing of the Collective Agreement the Union / Management Committee will meet to discuss and attempt to resolve the following issues regarding Staff Rooms and Workplace Conditions:

- Moving photocopiers out of the staff rooms
- Providing lockers or other secure space for teachers' personal belongings
- Review of floor coverings at Pender campus
- Designating classrooms for use by teachers during lunch periods
- Making available computers for teachers' use for work related matters

Other specific issues may be raised by either party. In addition the Union / Management committee will examine and seek implementation of methods to improve ongoing communications between management and employees.

Dated at Vancouver, BC this ____ of May 2002.

**INTERNATIONAL LANGUAGE
SCHOOLS OF CANADA**

**EDUCATION AND TRAINING
EMPLOYEES' ASSOCIATION**
