

# **COLLECTIVE AGREEMENT**

between

**INTERNATIONAL LANGUAGE SCHOOLS OF CANADA - ILSC (VANCOUVER) INC.**

and

**EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION L-1 (ETEA L-1)**

Effective From: January 1, 2009

To and Including: December 31, 2013

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## **ARTICLE 1 – PURPOSE OF AGREEMENT**

- 1.01 The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Education and Training Employees' Association L-1 (the "Union") -and- ILSC (Vancouver) Inc., (the "Employer").
- 1.02 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.
- 1.03 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, full-time (37 ½ hours per week) or part-time.
  - b) 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.
  - c) 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, not to exceed five (5) sessions of work in any thirteen (13) session period, excluding substitute work. A term employee may be dismissed by the Employer for unsuitability.
  - d) Probationary employee: an employee who has worked more than five (5) sessions within the thirteen (13) session period since their first term appointment within that thirteen (13) session period. The probationary period for an employee who has worked more than the five (5) sessions specified above shall be completed after 840 hours worked, or one (1) year since the first date of hire, which ever occurs first. Hours worked as a term employee shall be counted towards completion of the probationary period, but hours worked as a substitute employee shall not be counted towards completion of the probationary period.
- 2.02 Day: a calendar day unless specified otherwise.
- 2.03 Part time employee: an employee whose assignment is for less time than for a full-time employee.

2.04. Session: The academic study period as set out in the school sessional calendar.

### **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, 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'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.

### **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.
- 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 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.
- 4.05 Time off without pay shall be granted by the Employer to four (4) employees and/or employee representative(s) 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 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.

## **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 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.
- 7.02 The committee shall meet within five (5) days, upon the request of either party.
- 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.

## **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; teaching category; 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 Term employees will be offered subsequent assignments for which they possess the qualifications, skill, ability and experience, prior to new hirings.

## **ARTICLE 9 – PROBATION**

- 9.01 Employees shall be regarded as probationary for the period specified in Article 2 – Definitions.



- 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 a term. Hours worked as a substitute on or after January 01, 2001 shall be included in a regular employee's seniority hours.
- 10.02 A probationary employee shall not have seniority until they have successfully completed their probationary period.
- 10.03 Substitute employees and term employees shall not have seniority.
- 10.04 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.
- 10.05 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, 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, 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.
- 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; 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 11.14; or
  - (e) is laid off for more than one (1) year.

#### **ARTICLE 11 – LAYOFF AND RECALL**

- 11.01 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.
- 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 who to lay off or who 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 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 weeks notice of layoff, or pay in lieu of all or part of the notice.

- 11.07 A term employee who completes the term appointment shall not be considered to be laid off.
- 11.08 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 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 Where the Employer is responsible for arranging for term or substitute work, a regular employee on layoff with recall rights shall 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.
- 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.

## **ARTICLE 12 – DISCRIMINATION AND HARASSMENT**

- 12.01 The Employer and the Union are committed to the principles and provisions of the 'B.C. 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 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, 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.
- 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 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.
- 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 harassment may result in the transfer of an employee, it shall be the harasser who is transferred, except that the harassed may be transferred upon his/her written permission or request.
- 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 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 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 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 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.

13.03 Grievances submitted by either the Union or the Employer shall be deemed to be at Step 2.

13.04 Employees are encouraged to clarify problems and/or resolve disputes prior to forwarding matters to the grievance procedure.

13.05 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.

*Note: Step 1 will meet before or after class time.*

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 in writing within seven (7) days after the receipt of the grievance at Step 2.

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

Step 3 – Arbitration

### 13.06 **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) 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.
- 13.06 (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 14 – CONDUCT AND DISCIPLINE**

- 14.01 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.
- 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 to be placed in the Union mailbox. 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 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.
- 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 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.
- 14.07 Disciplinary action taken against an employee will not be used against that employee after twenty-four (24) months following such action.

## **ARTICLE 15 – LEGAL HOLIDAYS**

- 15.01 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.
- 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 substitute and each term 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 term employee. Years of service shall be based on the employee's current 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

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 days of vacation in each year of service to a maximum of 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. 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.

16.07 The vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.

16.08 **Vacation Scheduling**

Between January 1<sup>st</sup> and January 31<sup>st</sup> of each year, regular employees shall indicate vacation date preferences for the calendar year, using the following process:

- (1) A list will be posted in all staff rooms, on which each regular employee will indicate that employee's choice of vacation dates. Employees will be notified when and where the list is posted.
- (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 15<sup>th</sup>.
- (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 31<sup>st</sup>, shall be considered on a first come first serve basis.
- (7) Vacation requests for the January 1 to 31<sup>st</sup> period may be submitted to the Employer by November 31<sup>st</sup> of the previous year. The Employer shall respond to such requests within one (1) week.

16.09 Term employees and substitute 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 term employees 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 17.09.

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**

- (1) 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.
- (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 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 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, 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. The Employer shall offer alternative suggestions regarding denied leaves, where possible.

#### **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.

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

- 18.01 An employee's pay shall cover hours of instruction, preparation time, general staff meetings and participation in certain school activities.
- 18.02 The regular full-time work week for employees is thirty-seven and one-half (37 ½) hours, excluding meal periods.
- 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 The maximum number of instruction hours is 30 per week, including any rest breaks.
- 18.05 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.
- 18.06 The workload requirements for programs and courses shall be consistent with the workload provisions outlined in Article 18.05.
- 18.07 (a) 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) 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.

18.08 In making teaching assignments pursuant to Article 18.09 below, 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.

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

**18.10 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 19 – EVALUATION AND PERSONNEL FILE**

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.

19.03 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.

- 19.04 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 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 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.

- 20.09 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.

#### **20.10 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 full time employees working 33.75 hours or more will be entitled to take up to 90 hours of sick leave in any calendar year, for purposes set out in 21.01 above.
- 21.03 All part-time regular employees with seniority whose assignments are:
- (a) from 25 but below 33.75 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.
- 21.04 An employee shall submit a doctor's note or medical certificate for periods of illness in excess of 5 working days or according to any insurance requirements.
- 21.05 Sick days will not be carried over from one calendar year to the next.

## **ARTICLE 22 – WAGES**

- 22.01 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.
- 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**

Effective January 1, 2010, regular employees may contribute to an RRSP through payroll deduction. The Employer shall match the employee's contribution to a maximum of 1% of the employee's gross salary for each pay period. For the years 2010, 2011, and 2012 the Employers contribution for each employee shall be capped at a maximum of \$500 per calendar year. Effective January 1, 2013, this cap shall not apply.

The Employer will make the RRSP plan available and employees wishing to receive a matching amount must make use of this RRSP. Any amount contributed to the RRSP by the employee must remain in the RRSP for a minimum of 12 months.

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**

Effective January 1, 2010, 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 request such in writing at least fourteen (14) days prior to the day 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 time off on the same day. Preference will be given to employees who have not previously applied.

**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 – TERMS OF AGREEMENT**

26.01 Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

26.02 Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

26.03 This agreement is binding on the respective parties from January 1, 2009 up to and including December 31, 2013, 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 \_\_\_\_\_, BC this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**INTERNATIONAL LANGUAGE  
SCHOOLS OF CANADA**

**EDUCATION AND TRAINING  
EMPLOYEES' ASSOCIATION**

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## **SCHEDULE A**

### **SCHEDULE OF SALARY RATES**

| GRADE | Jan 1, 2009<br>- Dec. 31<br>2009 | Jan 1 2010<br>- Dec 31,<br>2010 | Jan 1, 2011<br>- Dec 31,<br>2011 | Jan 1, 2012<br>- Dec 31,<br>2012 | Jan 1, 2013<br>- Dec 31,<br>2013 |
|-------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|----------------------------------|
| 1     | 24.77                            | 25.27                           | 25.78                            | 26.42                            | 27.21                            |
| 2     | 26.02                            | 26.54                           | 27.07                            | 27.75                            | 28.58                            |
| 3     | 26.68                            | 27.21                           | 27.75                            | 28.44                            | 29.29                            |
| 4     | 27.32                            | 27.87                           | 28.43                            | 29.14                            | 30.01                            |
| 5     | 27.98                            | 28.54                           | 29.11                            | 29.84                            | 30.74                            |
| 6     | 28.47                            | 29.04                           | 29.62                            | 30.36                            | 31.27                            |

### **LUMP SUM PAYMENT**

Each regular employee, who is actively employed as a regular employee as of the date of ratification shall receive a lump sum payment equal to 3% of their gross earnings for the calendar year 2008, payable within ninety (90) days following the date of ratification. Employees who are on any approved leave will be considered actively employed and will be eligible for the lump sum payment.

Eligible employees who were on any leave that fall under Part 6 of the Employment Standards Act, which includes bereavement, Worksafe, maternity, sick leave, weekly indemnity, jury duty, parental, and compassionate care leave during 2008 will be treated as if they had been at work and the hours will be included in the calculation for the lump sum payment.

### **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 12 months of related and  
                          documented teaching experience

Pay Grade 3:       bachelor's degree  
                  and    approved TESL certificate  
                  and    more than 24 months of related and  
                          documented teaching experience  
                  and    master's degree

**Movement on Schedule:**

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

Upon completion of 1,200 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 5000 work hours, employees shall move up one pay grade.

Upon completion of 8000 work hours, employees shall move up one pay grade.

Pay Grade 6 shall be the maximum pay grade.

**General Note**

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

## **LETTER OF UNDERSTANDING 1**

**Between**

**The International Language Schools of Canada - ILSC (Vancouver) Inc.  
("The Employer")**

**And**

**The Education and Training Employees' Association L-1  
("The Union")**

### **Re: CLASS SIZES**

The Employer agrees that for the term of this agreement, it shall limit class sizes for programs and courses currently offered as of the date of this letter of understanding, which are offered on an ongoing basis, to fourteen (14) students, with the exception of film and drama classes which shall be limited to ten (10) 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.

For programs other than Academic Preparation, class sizes may be increased on the following basis:

- For the months of May to October inclusive the maximum increase will be to sixteen (16) students.
- For the months of November to April inclusive the maximum increase will be to fifteen (15) students.
- Employees who are assigned three (3) classes will not have all classes increased beyond fourteen (14) students.

- Employees shall be consulted prior to any increase in class sizes.
- The Employer shall consider requests from employees to be exempt from increases in class sizes for extenuating circumstances.
- The parties agree that large class sizes will be detrimental to educational quality and employee workload in the long term.
- All reasonable efforts will be made not to exceed the class size of fourteen (14).

AP Working Group: The parties agree to establish a working group of the program director and AP employees to consider and implement necessary changes to reduce the workload required to teach AP classes, including reducing the amount of necessary marking. In order for the AP employees to prepare for increased numbers, the class cap for AP classes will not take effect until after the Working Group meets and no sooner than April 27<sup>th</sup>, 2009.

ILSC will provide an inventory of classrooms to identify those that are able to accommodate more than fourteen (14) students.

Dated at \_\_\_\_\_ BC this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**INTERNATIONAL LANGUAGE  
SCHOOLS OF CANADA**

**EDUCATION AND TRAINING  
EMPLOYEES' ASSOCIATION**

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**LETTER OF UNDERSTANDING 2**

**Between**

**The International Language Schools of Canada - ILSC (Vancouver) Inc.  
("The Employer")**

**And**

**The Education and Training Employees' Association L-1  
("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 \_\_\_\_\_ BC this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**INTERNATIONAL LANGUAGE  
SCHOOLS OF CANADA**

**EDUCATION AND TRAINING  
EMPLOYEES' ASSOCIATION**

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### LETTER OF UNDERSTANDING 3

**Between**

**The International Language Schools of Canada - ILSC (Vancouver) Inc.  
("The Employer")**

**And**

**The Education and Training Employees' Association L-1  
("The Union")**

#### **Re: STAFF LUNCH ROOMS AND COMPUTERS**

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.
- 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 \_\_\_\_\_ BC this \_\_\_\_\_ day of \_\_\_\_\_  
2009.

**INTERNATIONAL LANGUAGE  
SCHOOLS OF CANADA**

**EDUCATION AND TRAINING  
EMPLOYEES' ASSOCIATION**

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**LETTER OF UNDERSTANDING 4**

**Between**

**The International Language Schools of Canada - ILSC (Vancouver) Inc.  
("The Employer")**

**And**

**The Education and Training Employees' Association L-1  
("The Union")**

**Re: INCIDENT REPORTS**

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 17.03), 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 \_\_\_\_\_ BC this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**INTERNATIONAL LANGUAGE  
SCHOOLS OF CANADA**

**EDUCATION AND TRAINING  
EMPLOYEES' ASSOCIATION**

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## **LETTER OF UNDERSTANDING 5**

### **Between**

**The International Language Schools of Canada - ILSC (Vancouver) Inc.  
("The Employer")**

**And**

**The Education and Training Employees' Association L-1  
("The Union")**

### **Re: CHRISTMAS VACATION PERIOD**

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 \_\_\_\_\_ BC this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**INTERNATIONAL LANGUAGE  
SCHOOLS OF CANADA**

**EDUCATION AND TRAINING  
EMPLOYEES' ASSOCIATION**

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**LETTER OF UNDERSTANDING 6**

**Between**

**The International Language Schools of Canada - ILSC (Vancouver) Inc.  
("The Employer")**

**And**

**The Education and Training Employees' Association L-1  
("The Union")**

**Re: AFTER HOURS CLASSES, CONTACT HOURS**

Notwithstanding anything contrary contained in the Collective Agreement, the parties agree to the following:

- 1) An employee may agree to work more than 6 contact hours per day or 30 contact hours per week if the employee chooses to instruct an after hours class in addition to their normal workload.
- 2) Where an employee works an after hours class in accordance with Item #1 above, 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.
- 3) Evening work will be initially offered on the basis of qualifications and seniority to those employees with fewer than thirty (30) instructional hours per week.

Dated at \_\_\_\_\_ BC this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**INTERNATIONAL LANGUAGE  
SCHOOLS OF CANADA**

**EDUCATION AND TRAINING  
EMPLOYEES' ASSOCIATION**

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## **LETTER OF UNDERSTANDING 7**

**Between**

**The International Language Schools of Canada - ILSC (Vancouver) Inc.  
("The Employer")**

**And**

**The Education and Training Employees' Association L-1  
("The Union")**

**Re: ARTICLE 18.01 HOURS OF WORK, WORKLOAD AND ASSIGNMENTS**

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 18.06. 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 \_\_\_\_\_ BC this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**INTERNATIONAL LANGUAGE  
SCHOOLS OF CANADA**

**EDUCATION AND TRAINING  
EMPLOYEES' ASSOCIATION**

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