

COLCANADA TRADING CORP. dba inlingua Vancouver  
EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION LOCAL 7  
Collective Agreement 2013 – 2015

COLLECTIVE AGREEMENT

between

COLCANADA TRADING CORP. dba inlingua Vancouver

and

EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION LOCAL 7

Effective From: January 1, 2013

To and Including: December 31, 2015

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1. ARTICLE 1 –THE COLLECTIVE AGREEMENT

1.1 Preamble

The parties to this collective agreement share a desire to promote the development and improvement of the quality and effectiveness of the education provided by the Employer, and to foster an educational climate which will encourage freedom of thought and inquiry, awareness, openness and personal and social responsibility. Accordingly, the terms and conditions contained in the body of this agreement are designed to promote harmonious relations and to facilitate the amicable settlement of disputes and misunderstandings.

1.2 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.

1.3 Parties to the Agreement

This collective agreement is between COLCANADA TRADING CORP. dba inlingua Vancouver (hereinafter referred to as the Employer) and EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION LOCAL 7 (hereinafter referred to as the Union) on behalf of teaching faculty at the Granville and Gastown campuses.

1.4 No Other Agreement

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

2. ARTICLE 2 – DEFINITIONS

2.1 Employee: a member of the bargaining unit as described in the certificate issued by the BC Labour Relations Board issued July 16, 2012.

- a) Regular employee: one who has passed probation and works on a continuing basis
- Semi full-time IP1: Employees who teach 4.5 hours per day from 9 AM to 2:30 PM, or 22.5 hours per week.
  - Full time SE: Employees who teach 6 hours per day from 9 AM to 4 PM group lessons, or 30 hours per week.
  - Full time ACP 35: Employees who teach 5.25 hours per day from 9 AM to 2:30 PM in groups and then 1 private lesson, or 26.25 hours per week.
  - Full time ACP 40: Employees who teach 6 hours or more from 9 AM to 2:30 PM in groups and then 2 private lessons, or 30 hour per week.
  - Full time not specified before: Employees who teach 5.25 hours per day or more at any time or any type of lessons, or 26.25 hour per week or more.
  - Part-time PT1: Employees who teach 3 hours per day from 9 AM to 12 PM in groups, or 15 hours per week.
  - Part-time SE Afternoon: Employees who teach 3 hours per day from 1 PM to 4 PM in groups, or 15 hours per week.
  - Part time not specified before: Employees who teach less than 3 hours per day at any time or any type of lessons, or less than 15 hours per week.
- 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-today basis.
- c) Term employee: one who works either semi full-time, full time 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 that the five (5) sessions specified above shall be completed after 450 teaching hours, or one (1) year since the first date of hire, whichever occurs first. Teaching 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.
- e) Head Teacher: A teacher who is in charge of acting in coordination with the DOS and the administration to carry out additional duties for the benefit of the academic program and to act as liaison between teachers and administration. There will be one head teacher at the Granville campus and one head teacher at the Gastown campus. The duration of the appointment is for 12 months. However, the appointments can be changed at the discretion of the employer. Selection will be made in agreement with article 8.2 of this contract.

2.2 Day: a calendar day unless specified otherwise.

2.3 Part time employee: an employee whose assignment is for less time than for a semi full-time employee.

2.4 Session: The academic study period as set out in the school Academic calendar. Each session lasts 4 weeks, and might be interrupted by the Christmas break at the end of December.

3. ARTICLE 3 – RECOGNITION

3.1. The Employer recognizes the Union as the sole collective bargaining agent for all employees in the bargaining unit.

3.2. 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.

3.3. 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.

3.4. If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom the Collective Agreement applies, Section 54 of the Labour Relations Code shall apply.

3.5. The Employer shall not contract out any of the duties and responsibilities reserved by this Agreement to the bargaining unit.

4. ARTICLE 4 – UNION RIGHTS

4.1. 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 welcome letter from the Union and a current list of Union representatives.

4.2. The employer agrees to facilitate the union an opportunity to meet with each new employee within regular business hours (8:30 AM to 5:00 PM), without loss of pay, within the first 2 weeks of employment, to acquaint the new employee with the benefits and duties of Union membership and the Employee's obligations and responsibilities to the Employer and the Union.

4.3. The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

4.4. The Employer recognizes the Union's right to select stewards to represent employees. There will be a

maximum of two (2) stewards. The Union shall notify the Employer in writing of the names of all stewards.

4.5. 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.

4.6. 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.

4.7. The Employer agrees to provide adequate space in a permanent location for a bulletin board at each campus for the sole purpose of posting notices and letters pertaining to Union business.

4.8. Subject to operational requirements, the ETEA Local 7 may request use of inlingua Vancouver facilities at the Gastown campus for meetings with inlingua Vancouver employees during normal business hours, i.e., 8:30 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.

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

5.1. 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.

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

## 6. ARTICLE 6 – STRIKES AND LOCKOUTS

6.1. All parties to this agreement will be governed by the British Columbia Labour Relations Code in regard to strikes, lockouts, work stoppages, or slowdowns.

6.2. The Employer agrees that it will not cause or sanction a lockout during the term of this agreement.

6.3. The Union and its members agree that it will not cause or sanction a strike during the term of this agreement.

6.4. Employees will not be disciplined for refusing to cross a legal picket line.

7. ARTICLE 7 – LABOUR MANAGEMENT COMMITTEE

- 7.1. A Joint Labour - 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.
- 7.2. The committee shall meet within five (5) days, upon the request of either party.
- 7.3. There will be regular meetings every 4 months.
- 7.4. 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.
- 7.5. The committee shall not deal with grievances or have the authority to bind either party but only to make recommendations to their respective principals.
- 7.6. The committee shall not object to any marketing or administrative project unless it affects work conditions for the employees covered in this agreement.
- 7.7. In case other committees were created, and teachers were expected to participate, those members will be appointed by the Union.

8. ARTICLE 8 – VACANCIES

8.1. Notices and job postings

- 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; person to whom the application should be submitted, and any other pertinent information.
- c) The Employer may elect to advertise simultaneously with the internal posting of the position.
- d) A copy of the posting shall be sent to the Union

8.2. Internal applicants:

- 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.

8.3. Term employees will be offered subsequent assignments for which they possess the qualifications, skill, ability and experience, prior to new hirings.

#### 9. ARTICLE 9 – PROBATION

- 9.1. Employees shall be regarded as probationary for the period specified in Article 2 – Definitions.
- 9.2. 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.
- 9.3. Upon successful completion of probation an employee shall be confirmed as a regular employee and shall be placed on the Seniority List.

#### 10. ARTICLE 10 – SENIORITY

- 10.1. 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, at any campus of inlingua Vancouver.
- 10.2. A probationary employee shall not have seniority until they have successfully completed their probationary period.
- 10.3. Substitute employees and term employees shall not have seniority.
- 10.4. 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.
- 10.5. 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.

- 10.6. Employees who are on approved unpaid leave of absence because of illness or injury or for Employment Standards leaves shall continue to earn seniority.
- 10.7. When two or more employees have the same seniority, the most senior shall be determined by lot.
- 10.8. 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.
- 10.9. 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 rules for service outside the Unit:
  - a) Employees will retain their accumulated seniority for a period of three (3) months if transferred outside of the bargaining unit, i.e. to perform an administrative position in the school.
  - b) No seniority accumulation for work outside of the bargaining unit.
  - c) Employees will have the ability to return to the bargaining unit within three (3) months and resume their seniority accumulation
- 10.12. 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 six months.

11. ARTICLE 11 – LAYOFF AND RECALL

- 11.1. Any reduction by the Employer in the regular hours of work of a regular employee teaching 22.5 hours per week, shall constitute a layoff. Any reduction in the hours of work of a regular part-time employee to less than 15 teaching hours on average per week shall constitute a layoff.
- 11.2. A layoff may occur due to insufficient work, change in organizational structure, or a reduction of a program, activity or service.
- 11.3. 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. All regular employees shall receive two-week notice of layoff, or pay in lieu of all or part of the notice.
- 11.7. The Union will simultaneously be sent a copy of the notice(s).
- 11.8. A term employee who completes the term appointment shall not be considered to be laid off.
- 11.9. 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.
- 11.10. 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.
- 11.11. 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.
- 11.12. 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.
- 11.13. Regular employees with seniority who have been laid off are subject to recall for six (6) months from

the effective date of the layoff. Employees shall be recalled to work of a continuing nature.

11.14. Recall shall be to a position from which the employee is listed on the Seniority List in accord with Article 10.05.

11.15. 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.

11.16. 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.

11.17. A dismissal for just cause does not constitute a layoff.

## 12. ARTICLE 12 – DISCRIMINATION AND HARASSMENT

12.1. 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.

12.2. 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."

12.3. 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.

12.4. 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.

12.5. The Union and the Employer recognize the right of employees to work in an environment free from discrimination, personal or sexual harassment.

12.6. 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.

12.7. 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.

12.8. 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.

12.9. 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.

### 13. ARTICLE 13 – GRIEVANCE PROCEDURE

- 13.1. 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.
- 13.2. 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.
- 13.3. Grievances submitted by either the Union or the Employer shall be deemed to be at Step 2.
- 13.4. Employees are encouraged to clarify problems and/or resolve disputes prior to forwarding matters to the grievance procedure.
- 13.5. 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 fourteen (14) 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 fourteen (14) 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

- a) Grievances shall be submitted to the next step of the grievance procedure within fourteen (14) 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.

#### 13.6 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 a commonly approved list.

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.

#### 14. ARTICLE 14 – CONDUCT AND DISCIPLINE

14.1. 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.

14.2. The parties recognize the principles of progressive discipline.

14.3. 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 given to the union steward. An email will suffice. 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.

14.4. 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.

14.5. 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.

14.6. 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.

14.7. Disciplinary action taken against an employee will not be used against that employee after twenty-four (24) months following such action.

15. ARTICLE 15 – LEGAL HOLIDAYS

15.1. The following are the recognized legal holidays for the purpose of application as hereinafter provided:

- New Year's Day,
- Family day,
- Good Friday,
- Victoria Day,
- Canada Day,
- B.C. Day (1<sup>st</sup> Monday in August),
- Labour Day,
- Thanksgiving Day,
- Remembrance Day,
- Christmas Day,
- Boxing Day

15.2. 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.

15.3. 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.

15.4. 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.

15.5. 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.

15.6. In lieu of being paid for each legal holiday, each substitute employee shall be paid 4% of gross earnings on the each pay cheque (or payroll deposit).

15.7. In lieu of being paid for each legal holiday, each term employee shall be paid 4% of gross earnings at the end of the term.

16. ARTICLE 16 – VACATIONS

16.1. 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.

16.2. Regular employees shall be entitled to and shall take annual vacations on the following basis:

- a) for the 1st and 2nd years of service: 2 weeks
- b) for the 3rd and 4th years of service: 3 weeks
- c) for the 5th and each subsequent year of service: 4 weeks



- 16.3. When taking annual vacation, the regular employee shall be paid as if at work, subject to 16.4 below.
- 16.4. 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.
- 16.5. An employee must take at least a two-week vacation in each year of service, starting after year one; and may bank up to five days of vacation for the following year.
- 16.6. 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.
- 16.7. The vacation year shall be from January 1st to December 31st.
- 16.8. Vacation Scheduling

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

- a) 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.
- b) 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.
- c) A final vacation schedule, as approved by the Employer, will be posted by February 15th.
- d) Approved vacation dates shall not be changed except by mutual agreement of the Employer and employee involved.
- e) 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.
- f) Vacation requests submitted after January 31<sup>st</sup> shall be considered on a first come first serve basis.
- g) Vacation requests for the January 1<sup>st</sup> to 31<sup>st</sup> period may be submitted to the Employer by November 30<sup>th</sup> of the previous year.
- h) The Employer shall respond to such requests within one (1) week.

16.9. Substitute employees shall be paid 4% of gross earnings on each pay cheque (payroll deposit) as annual vacation pay.

16.10. Term employees shall be paid 4% of gross earnings at the end of the term as annual vacation pay.

17. ARTICLE 17 – LEAVES

17.1. 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:

17.2. Bereavement Leave (for regular and term employees only)

An employee can request a maximum of five (5) days without 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 may request additional time off without pay, under Article 17.09.

17.3. 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 unpaid 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
  - c) 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.

#### 17.4. 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.

#### 17.5 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.

#### 17.6 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

#### 17.7 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.

#### 17.8 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.

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

18.1. An employee's pay shall cover hours of instruction, preparation time, general staff meetings and participation in certain school activities.

18.2. When students don't come to a group class or private lesson, the employee will be paid for the class as long as the employee reports to the Director of Studies, Head Teacher or Executive Director, who will reassign the employee to another duty for the benefit of the school and covered in the job description.

18.3. Private lessons can be canceled with one day notice and the employer will be exempted from giving more notice to the employee.

18.4. 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.

18.5. Preparation time:

- a) Regular preparation time for group lessons: 10 minutes of preparation time for every 90 minutes of teaching time. Part time teachers teaching for 3 hours will be paid 20 minutes of preparation time. Semi full time teachers teaching 4.5 hours will be paid 30 minutes of preparation time. Full time teachers teaching 6 hours will be paid 40 minutes of preparation time.
- b) Additional preparation time for new courses or lessons: When a teacher is re-assigned to a different level or elective lesson that he/she has not taught before, the preparation time will be multiplied by 2 for the duration of the session for that particular lesson. The extra preparation will last up to 4 weeks for a regular level or elective, or up to 13 weeks for a specialized course such as Cambridge, IELTS or TOEFL.

- c) Preparation time for private lessons: 15 minutes for the first 45 minutes of private lesson, 15 minutes for the following 45 minutes of private lessons with the same student, and in case more than 2 private lessons (90 minutes) are assigned with the same student, the additional preparation time will then be estimated as 5 minutes for every 45 minutes of teaching time.

18.4. Maximum teaching hours per day:

- a) Employees will be assigned available classes to a maximum of six (6) teaching 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.

18.5 In making teaching assignments pursuant to Article 18.6 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.

18.6 Subject to operational and scheduling requirements, teaching assignments shall be made as per employee requests and seniority, fairly and equitably and in consultation with the teachers, considering employee preferences when possible and convenient.

18.7 When possible, the employer will provide employees with reasonable notice of changes to teaching assignments.

18.7 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.

19. ARTICLE 19 – EVALUATION AND PERSONNEL FILE

19.1. The evaluation process shall be reasonable, non-discriminatory and fair.

19.2. The number of evaluations will be normally 1 or 2 per year. Student feedback or abnormal number of student change requests might require additional evaluations.

19.3. The employer will provide 2 weeks' notice to the employee of the evaluation, which will include a class observation. The exact date of the observation will not be informed. The observation will be made by the director of studies and / or an executive director, following the general procedure for class observations and a pre-determined form will be used to make notes.

19.4. 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.

19.5. 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.

19.6. 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.

20. ARTICLE 20 – HEALTH AND WELFARE

20.1. Extended Health Benefits Plan

- The employer shall pay 70% of the premiums for eligible employees and their dependents.
- The current plan with Empire Life will continue. Details of the plan are described in the document "Employee Benefit Booklet - Empire Life (June 2012)".
- Participation is a condition of employment for eligible employees

20.2. Dental Plan

- The Employer shall pay 70% of the premiums of eligible employees and their dependents.
- The current plan with Empire Life will continue. Details of the plan are described in the document "Employee Benefit Booklet - Empire Life (June 2012)".

- Participation is a condition of employment for eligible employees

#### 20.3. Group Life Insurance / AD & D Plan

- The employer shall pay 70% of the premiums for eligible employees and their dependents.
- The current plan with Empire Life will continue. Details of the plan are described in the document "Employee Benefit Booklet - Empire Life (June 2012)".
- Participation is a condition of employment for eligible employees

20.4. 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.

#### 20.5. Eligibility:

- a) All regular employees who have completed probation and who teach 22.5 hours per week or more are eligible for full benefits. Where a regular employee's teaching hours are reduced to below 22.5 teaching 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.
- b) Regular employees who have completed probation and who teach less than 22.5 hours per week shall not be eligible for benefits.

#### 20.7. 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.

20.8. 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.

#### 20.9. 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.

### 21. ARTICLE 21 – PAID SICK LEAVE AND PERSONAL LEAVE

21.1. 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.

21.2. All regular full time/semi full time employees teaching 22.5 hours or more will be entitled to take up to 32 hours of sick leave in any calendar year, for purposes set out in 21.01 above.

21.3. All part-time regular employees with seniority whose teaching hours are:

- a) from 15 but below 22.5 work hours per week shall be entitled to take up to 20 hours of sick leave in any calendar year:
- b) from 7 ½ but below 15 work hours per week shall be entitled to take up to 12 hours of sick leave in any calendar year.

21.4. 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.

21.5. Sick days will not be carried over from one calendar year to the next.

21.6. Personal leave is absence with pay granted by the Employer to an employee who is unable to work because of any personal situation not covered by the sick leave. The employer will recognize the equivalent to 2 days of pay calculated on the average of the 15 days previous to the personal leave.

## 22. ARTICLE 22 – WAGES

22.1. Wages will be paid semi-monthly (24 pay periods in a year) for all time worked. Period 1 goes from the 9<sup>th</sup> day to the 23<sup>rd</sup> day of the month, and period 2 goes from the 24<sup>th</sup> day to the 8<sup>th</sup> day of the following month. Wages will be paid on the 15<sup>th</sup> day of each month and on the last day of each month (28<sup>th</sup>, 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup>)

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

22.3. The pay calculation for an employee shall be the teaching rate in Schedule A for that employee times the number of assigned teaching hours worked, plus the preparation time.

## 23. ARTICLE 23 – 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 executive director, 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.

24. ARTICLE 24 - INDEMNITY

- a) Full indemnification of employees against judgements arising out of actions brought against Employees acting in the normal course of their employment with the Employer
- b) Employer provided legal counsel to defend the employee in any such action and payment of the legal costs and necessary disbursements associated with the defence

25. ARTICLE 25 – TERMS OF AGREEMENT

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

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

25.3. This agreement is binding on the respective parties from January 1, 2013 up to and including December 31, 2015, 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 \_\_\_\_\_ 2012.

COLCANADA TRADING CORP.  
dba inlingua Vancouver

EDUCATION AND TRAINING  
EMPLOYEES' ASSOCIATION LOCAL 7

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SCHEDULE A: SCHEDULE OF SALARY RATES

**TEACHING SALARY TABLE**

Grade	January 1, 2013 to December 31, 2013	January 1, 2014 to December 31, 2014	January 1, 2015 to December 31, 2015
1	\$18.00	\$18.50	\$19.00
2	\$19.00	\$19.50	\$20.00
3	\$20.00	\$20.50	\$21.00
4	\$21.50	\$22.00	\$22.50
5	\$23.00	\$23.50	\$24.00
6	\$24.50	\$25.00	\$25.50
7	\$26.00	\$26.50	\$27.00

This salary table does not include preparation pay

Teachers whose salaries are over the current table will keep their current teaching salary per hour until they move to a higher grade or until their salary increases in 2014.

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 1,500 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 5,000 work hours, employees shall move up one pay grade.
- Upon completion of 7,500 work hours, employees shall move up one pay grade.
- Upon completion of 10,000 work hours, employees shall move up one pay grade.
- Upon completion of 12,500 work hours, employees shall move up one pay grade.
- Pay Grade 7 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 - CHRISTMAS VACATION PERIOD

Between

COLCANADA TRADING CORP. dba inlingua Vancouver  
("The Employer")

And

The Education and Training Employees' Association L-7  
("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 Year's 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 \_\_\_\_\_, 2013.



LETTER OF UNDERSTANDING 2 - AFTER HOURS CLASSES, CONTACT HOURS

Between

COLCANADA TRADING CORP. dba inlingua Vancouver

("The Employer")

And

The Education and Training Employees' Association L-7

("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 22.5 teaching hours per week.

Dated at \_\_\_\_\_ BC this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

LETTER OF UNDERSTANDING 3 - ARTICLE 18.1 HOURS OF WORK, WORKLOAD AND ASSIGNMENTS

Between

COLCANADA TRADING CORP. dba inlingua Vancouver

("The Employer")

And

The Education and Training Employees' Association L-7

("The Union")

Re: ARTICLE 18.1 HOURS OF WORK, WORKLOAD AND ASSIGNMENTS

Notwithstanding the provisions of 18.1 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, mentoring student teachers. Such assignments shall not be considered as instructional hours and will not be included as such for the purposes of Articles 18.4, 18.5 and 18.6. 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 8.2 of the Collective Agreement. Such assignments that are less than a full session shall be offered first to qualified (as defined in Article 8.2) employees who are teaching part time.

The following curriculum development assignments will be posted and filled in accordance with the provisions of Article 8.2 of the Collective Agreement.

- Full time assignments that exceed one (1) week in duration;
- Part time assignments that are 15 hours or more per week and that are two (2) weeks or more in duration.

Dated at \_\_\_\_\_ BC this \_\_\_\_\_ day of \_\_\_\_\_, 2013.