

COLLECTIVE AGREEMENT

Between:

**LANGUAGE STUDIES CANADA VANCOUVER
(the "Employer")**

And:

**EDUCATION AND TRAINING EMPLOYEE'S ASSOCIATION LOCAL 2
(the "Association")**

OCTOBER 22, 2008 to OCTOBER 22, 2010

AGREEMENT between: LANGUAGE STUDIES CANADA VANCOUVER &
EDUCATION AND TRAINING EMPLOYEES LOCAL 2
OCTOBER 22, 2008 to OCTOBER 22, 2010

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ARTICLE 1 - AGREEMENT

1.1 Purpose of the Agreement

The Parties to this Agreement share a desire to work co-operatively to address the concerns and interests of both the Association and LSCV. Accordingly, they are determined to establish an effective working relationship at all levels of which bargaining unit members are employed.

The purpose of the Agreement is to:

- a) Establish and maintain a harmonious and mutually beneficial relationship between LSC LANGUAGE STUDIES CANADA VANCOUVER LTD (LSCV), its employees and the EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION (Local -2).
- b) Set forth the negotiated terms and conditions of employment and establish and maintain mutually satisfactory working conditions for the employees covered by this Agreement.
- c) Provide a mechanism for collective bargaining and the prompt and equitable resolution of any differences or grievances that may arise between the Parties with respect to matters covered under this Agreement.

1.2 Conflicting Provisions

In the event of conflict between an LSCV policy and a term of the Collective Agreement, the Collective Agreement shall take precedence.

ARTICLE 2 – DEFINITIONS

- a) “Association” means the Education and Training Employees’ Association (ETEA) Local -2.
- b) “Employee” means an employee covered by this Collective Agreement who is a member of the bargaining unit as described in the certificate issued by the Labour Relations Board on February 5, 2008.
- c) “LSCV” means LANGUAGE STUDIES CANADA VANCOUVER LTD. (LSCV).
- d) “Probationary Employee” means an employee on probation.
- e) “Regular Employee” means employees who have completed their probationary period, work on an ongoing basis, and have either STP or CTP status.
- f) “Teacher” means an employee whose primary duty is teaching.

ARTICLE 3 – EXCLUSIVE BARGAINING AGENT

LSCV recognizes the Association as the exclusive bargaining agent for all employees in the bargaining unit to whom the Certificate is issued, and/or modified, by the Labour Relations Board.

ARTICLE 4 - MANAGEMENT RIGHTS

- a) The Association recognizes that LSCV has the right to operate and manage its operations except as limited by this Agreement.
- b) LSCV agrees to continue to exercise its management rights in a fair and reasonable manner.

ARTICLE 5 – ASSOCIATION RIGHTS

5.1 Copies of the Collective Agreement

LSCV shall print sufficient copies of the finalized Collective Agreement to provide each employee with a copy and a reasonable number of copies requested by the Association including enough for new hires. The Association accepts the responsibility for providing new employees with a copy of the Collective Agreement.

5.2 Recognition and Rights of Stewards

- a) LSCV recognizes the Association's right to select Stewards to represent the employees.
- b) The Association agrees to provide LSCV with a list of Stewards and to advise LSCV of any changes to the list of Stewards that may occur from time to time.
- c) The Association shall have the right at any time to have the assistance of advisors when dealing or negotiating with LSCV.
- d) It is agreed that only elected officers, appointed officials, and Stewards are allowed to represent the Association.
- e) It is understood that Stewards will conduct their duties after class time as much as possible.

5.3 Association Membership

As a condition of employment, each employee who was a member of the Association on February 5, 2008, and each employee employed after that date shall become and remain a member of the Association.

The Employer and the Association agree to abide by the provisions of the BC Labour Relations Code which ensure that there will be no discrimination, intimidation, restriction or threat with respect to any employee for reason of

exercising their rights contained in this agreement or for membership or activity in the Association.

5.4 Bulletin Board

LSCV agrees to provide a mutually agreeable space for a bulletin board for the exclusive use of the Association. The bulletin board will be provided by the Association.

5.5 Time off for Association Business

a) Subject to operational requirements, leave of absence without pay but without loss of seniority will be granted to:

- i) A maximum of 3 representatives of the Association on the Association's Bargaining Committee
- ii) Employees required to appear as witnesses for the Association before an Arbitration Board
- iii) Stewards supervising ballot boxes and other related functions during ratification votes
- iv) Elected or appointed representatives of the Association to attend to Association business which requires them to leave the premises of their employment

b) Leave of absence with pay and without loss of seniority will be granted to:

- i) Employees to attend joint Association / Management meetings
- ii) Stewards assisting an employee in the presentation of a grievance in accordance with Article 20.
- iii) Employees who attend Safety Committee meetings scheduled in accordance with Article 8.

c) To facilitate the administration of this Article, when leave without pay is granted, the leave shall be without loss of salary and benefits and the Association shall reimburse LSCV for salary and benefit costs.

5.6 Dues Check Off

a) As a condition of employment, each employee shall provide LSCV with a signed, written assignment of wages to the Association authorizing LSCV to deduct the applicable Association dues (or equivalent), initiation fees and assessments. A copy of the completed form shall be retained by LSCV and the original shall be retained by the Association.

b) LSCV shall deduct at each bi-weekly pay period from the pay of each employee covered by this Agreement an amount determined by the

Association as Association dues, and shall remit those dues to the Association bi-weekly, along with a list of those employees for whom the deductions were made.

- c) The Association shall notify LSCV of any amount of dues to be deducted and shall notify LSCV of any change in the established rate.

5.7 New Employees

LSCV shall provide the Association in writing the name, terms of employment, including salary, of all new employees at the time of hire.

ARTICLE 6 – PERSONNEL RECORDS

All relevant material pertaining to employees' employment shall be kept in one file. On reasonable notice, an employee shall have access to his or her personnel file and may make copies of anything on that file.

ARTICLE 7 – TEACHING MATERIALS AND CURRICULUM

Teaching materials created by employees on their own or as part of their regular duties remain the property of the employees.

Curriculum and materials created by employees who were contracted specifically to create these remain the property of LSCV.

ARTICLE 8 – HEALTH AND SAFETY

- a) LSCV undertakes to comply with the Workers' Compensation Act and applicable Occupational Health and Safety Regulations.
- b) Safety Committee

The parties agree to establish a Joint Safety and Health Committee in accordance with the requirements of Part 3 Division 4 of the Workers' Compensation Act.

ARTICLE 9 – HUMAN RIGHTS CODE

- a) LSCV and the Association are committed to the principles and provisions of the BC Human Rights Code and in providing a learning and working environment free from discrimination.
- b) LSCV shall take all measures to protect the right of employees to work in an environment free from discrimination, personal or sexual harassment.

- c) It is agreed that inappropriate conduct between LSCV and a teacher, between teacher colleagues, and between teachers and LSCV clients shall be addressed in a manner that ensures dignity and respect.

ARTICLE 10 – STRIKES AND LOCK OUTS

- a) It is recognized that all Parties are subject to the provisions of the BC Labour Relations Code.
- b) It is agreed that there will be no strikes or lockouts so long as this agreement continues in legal force and effect.
- c) Employees who refuse to cross a picket line shall not be subject to discipline and shall be considered to be on a leave of absence without pay.

ARTICLE 11 – ASSOCIATION / MANAGEMENT COMMITTEE

11.1 Association / Management Committee

The Parties agree to establish an Association / Management Committee. The Parties acknowledge the mutual benefit derived from joint consultation and promote the co-operative resolution of workplace issues. The purpose of this Committee is to discuss matters, other than grievances, relating to the workplace that affect the Parties or any employee.

11.2 Structure

The Committee shall be comprised of two excluded representatives employed by LSCV selected by Management and two Association representatives employed by LSCV selected by the Association. Either party may bring additional representatives to meetings where necessary or appropriate.

11.3 Meetings

The Association / Management Committee shall meet within five days of the request by either Party.

ARTICLE 12 – BARGAINING UNIT WORK

- 12.1 Work normally performed by Bargaining Unit Members shall not be performed by non-Bargaining Unit Members.
- 12.2 Notwithstanding 12.1 above, the following employees of LSCV excluded from the Bargaining Unit may be required to perform bargaining unit work as follows:
 - a) Director, LSC Vancouver may teach on an emergency basis
 - b) Director of Studies may teach on an emergency basis

- c) Assistant Director of Studies may teach as part of their regular assigned duties
- d) Assistant Professional Development Advisor may teach as part of their regular assigned duties.

ARTICLE 13 – VACANCIES

LSCV agrees to post all academic vacancies internally.

ARTICLE 14 – PROBATION

14.1 Probation

- a) The purpose of a probationary period is to provide LSCV with an opportunity to review the employee’s performance and to determine whether he or she is suitable for continued employment with LSCV.
- b) The probationary period for all employees covered by the Collective Agreement shall be 650 hours (equivalent to 6 months of 25 lessons).
- c) LSCV shall inform probationary employees of the standards which he or she is expected to meet during the probationary period. LSCV will ensure that all probationary employees will be provided with new employee familiarization, orientation, observations, and workshops.
- d) Upon successful completion of the probationary period an employee shall be confirmed as a regular employee and shall be placed on the seniority list.

ARTICLE 15 – SENIORITY

- 15.1 Seniority for regular employees shall be all accumulated hours of employment from the date of hire.
- 15.2 Employment is deemed continuous and hours shall be accumulated for employees as if they were at work, for any leaves which are listed in the Employment Standards Act. Hours shall be accumulated during such a leave based on an average of the employee’s teaching hours over the previous year.
- 15.3 Employment shall not be deemed continuous for employees on any approved leave of absence without pay.

ARTICLE 16 - EVALUATION PROCESS

16.1 Evaluation Process

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

16.2 Yearly Performance Review

- a) Employees shall undergo a performance review on an annual basis.
- b) Employees shall be provided with a copy of the criteria and standards that shall be used in reviewing performance.
- c) Where a formal review of the employee's performance is carried out, the employee shall be given a reasonable opportunity after the interview to read and examine the review.
- d) An employee who disagrees with the yearly performance review shall have the right to append a written response to the review.
- e) Regular employees shall be subject to two (2) classroom observations each year.
- f) Notwithstanding e) above, employees who hold a DELTA qualification or those who achieved an overall observation score of "excellent" in their previous review, shall be subject to one (1) observation each year.
- g) Teachers may request observations on a more frequent basis than set out in e) and f) above.
- h) Evidence of unsatisfactory performance may lead to further observation.

16.3 Academic Evaluations

Academic Evaluations shall be conducted no more than once a session. Academic Evaluations shall not be conducted unless the same teacher has been with the class at least two weeks. Academic Evaluations shall not be conducted for teachers who take over responsibility for a class that has already begun its session.

ARTICLE 17 – STUDENT / CLIENT SATISFACTION

- a) It is understood that students / clients may from time to time raise concerns about the service they receive.
- b) Where concerns pertain to the classroom, students/clients shall be encouraged to bring their concerns to their teacher before complaining to LSCV.
- c) LSCV agrees to advise a teacher of any relevant student/client concern and allow an opportunity for the teacher to respond.

ARTICLE 18 – TRAINING AND PROFESSIONAL DEVELOPMENT

- a) Teachers who attend workshops required by LSCV will be paid for their attendance. Teachers are not required to attend workshops that they have previously completed.
- b) Teachers who have attended a specific required workshop in the past shall be entitled to repeat the workshop on a without-pay basis.

ARTICLE 19 – LAY-OFF AND RECALL

19.1 Lay-Off and Recall

The Parties recognize that a lay-off will occur when a teacher has no teaching assignment.

19.2 Application

Article 19 shall apply to all employees except Substitute Teachers who are employed on an as-needed basis.

19.3 Alternative Work/Placement Opportunities

In the event of a lay-off, employees with the longest seniority shall be retained subject to their being available and qualified to perform the work.

19.4 Notice of Lay-Off

Notice of lay-off shall be in writing to the employee with a copy to the Association.

19.5 Voluntary Canvass

Prior to an anticipated lay-off, employees will be canvassed to determine if any employee wishes to accept a voluntary lay-off.

19.6 Notice Period

LSCV is bound by the provisions of the Employment Standards Act.

19.7 Recall Rights

- a) Employees on a lay-off shall have a right to recall to any assignment that becomes available for a period of 9 months subject to their being available and qualified to perform the work.
- b) At the time of the lay-off, employees shall be given a choice of accepting or refusing substitution opportunities during their recall period.
- c) Employees will ensure the accuracy of their contact telephone number.
- d) No new employees shall be hired for positions that employees on recall are available and qualified to perform

19.8 Retention of Seniority

Seniority accumulated prior to lay-off shall be reinstated at the time of recall. Seniority shall be recorded in hours.

ARTICLE 20 – GRIEVANCE PROCEDURE

20.1 Grievances

- a) The Parties agree that grievances may arise concerning:
 - i) Differences between the Parties regarding the interpretation, application, operation or alleged violation, including a question as to whether a matter is arbitrable.
 - ii) The dismissal, suspension, or other discipline of an employee.
- b) The Parties agree that any differences between the Parties shall be resolved without stoppage of work.

20.2 Grievance Resolution – Step One

- a) In the hope that disputes can be resolved amicably, discussions between the employee and his or her excluded supervisor, with or without a local steward, shall be encouraged at Step One for the purpose of resolving a dispute.
- b) In the event that the employee is not satisfied with the result of the discussion, the Association may submit a grievance in accordance with Step Two.
- c) The resolution of disputes in accordance with this Article shall be consistent with the Collective Agreement and shall not be used as a precedent by either Party.

20.3 Grievance Resolution – Step Two

The Association may submit a grievance in writing describing the nature of the alleged violation and remedy sought to the Director within 30 days after the date on which:

- a) The employee was notified orally or in writing of the action or circumstances giving rise to the grievance; or
- b) The employee first became aware of the action or circumstances giving rise to the grievance.

The Director shall have 14 days from the receipt of the grievance in which to give a written reply to the Association.

20.4 Grievance Resolution – Step Three

Failing satisfactory settlement at Step Two, the Association may submit the grievance in writing, describing the nature of the alleged violation and the remedy

sought to the National Director within 14 days of the response of Step Two or the date of the response due. The National Director shall have 30 days to respond in writing.

20.5 Referral to Arbitration

Failing satisfactory settlement at Step Three, the Association may refer the matter to arbitration as set out in Article 20.8 within 30 days after the LSCV decision has been received or become due, whichever is earlier.

20.6 General Procedures

- a) LSCV agrees that, after a grievance has been formally submitted by the Association, no LSCV representative will conduct a discussion with respect to the grievance, either directly or indirectly, with the aggrieved employee.
- b) Upon written mutual agreement, the Parties may agree to amend the time limits set out in this Article.
- c) The Parties agree that grievances related to discipline will be submitted directly to Step Two of the grievance procedure and grievances related to dismissal will be submitted directly to Step Three.
- d) The Association and LSCV have the right to submit grievances for any difference that may arise in accordance with 20.1 above and such grievances shall be deemed to be at Step Two.

20.7 Procedural Errors

In the spirit of the Agreement, it is the intent of the Parties that a grievance shall not be invalidated due to procedural errors, provided such errors have no essential bearing on the substance of the grievance.

20.8 Arbitration

- a) The Party submitting the grievance to arbitration shall do so by notifying the other Party in writing.
- b) Within 30 days of notification the Parties, by mutual agreement, shall select a single arbitrator to adjudicate the matter.
- c) The arbitrator may determine his/her own procedure in accordance with the provisions of the Labour Relations Code and shall give each Party an opportunity to present its case and respond to the other Party.
- d) The arbitrator shall hear and determine the matter and shall endeavour to issue a decision within 30 days following the conclusion of the hearing. The decision of the arbitrator shall be final and binding. The arbitrator is not authorized to alter, amend or modify any part of this Agreement.

- e) Fees and expenses incurred by the arbitrator shall be borne equally by the Association and LSCV.

ARTICLE 21 – DISCIPLINE

- a) No employee shall be disciplined or have their employment terminated without just cause.
- b) If LSCV intends to meet with an employee for disciplinary or dismissal purposes, the employee will be advised in advance.
- c) An employee shall have the right to have a steward present at any discussion involving discipline.
- d) Clause (c) above shall not apply to discussions that are of an operational nature and do not involve disciplinary action.
- e) At the expiration of 24 months from the date an employee received a disciplinary warning or letter, an employee may request approval to have said letter removed from their file. Removal will not be unreasonably denied.

ARTICLE 22 – RATES OF PAY & PAY DAYS

22.1 Rates of Pay

Employees shall be paid salaries in accordance with SCHEDULE A.

22.2 Pay Days

Employees shall be paid bi-weekly by direct deposit.

ARTICLE 23 – STATUTORY HOLIDAYS

23.1 Statutory Holidays

LSCV agrees to comply with the Employment Standards Act. Further, LSCV agrees to maintain its current policy respecting statutory holidays.

23.2 Holidays Falling on Saturday or Sunday

Whenever a statutory holiday falls on a Saturday or Sunday, LSCV will be closed on either the preceding Friday or the following Monday. The Friday or Monday shall be deemed to be the holiday for the purpose of this agreement. Commencing with the 2011 LSC calendar, the selection of the Friday or Monday, if it falls on a minor sessional start date, shall be determined by a secret ballot vote of staff at LSCV.

23.3 Holiday Coinciding with a Scheduled Day of Rest

Where a statutory holiday occurs on an employee's day of rest, the employee will receive one day off in lieu of the holiday, to be scheduled by mutual agreement between the employee and LSCV.

23.4 Holiday Coinciding with a Day of Vacation

When a statutory holiday falls within an employee's scheduled vacation, the day shall not be considered a vacation day.

23.5 Part-Time Employees

Part-time employees will receive holiday pay on a pro-rata basis.

ARTICLE 24 – VACATION ENTITLEMENT AND SCHEDULING

- a) Vacation entitlement and scheduling shall be in accordance with the entitlement set out in the Continuing Teaching Position or Sessional Teaching Position Policy as appropriate.
- b) LSCV agrees not to amend these policies during the term of the collective agreement.

ARTICLE 25 – LEAVE FROM WORK

Leave from work shall be in accordance with the entitlement set out in the Continuing Teaching Position or Sessional Teaching Position Policy as appropriate and will comply with the Employment Standards Act.

LSCV agrees not to amend these policies during the term of the collective agreement.

Employees shall be entitled to take General Leave without pay based on the following:

- a) Subject to operational requirements, General Leave may be granted without pay upon request from an employee for a period of not less than four (4) months and not to exceed twelve (12) months.
- b) Employees on approved leave pursuant to this clause shall not accumulate but shall retain accumulated seniority during the period of General Leave and shall be returned to their former position and salary rate at the end of such leave.
- c) General Leave shall be requested in writing eight (8) weeks prior to the commencement of the leave stating both start and return dates.

- d) An employee who does not advise of their intent to return in accordance with c) above is deemed to have resigned their position.
- e) An employee is entitled to apply for General Leave on one occasion upon completion of each four (4) years of employment from the date of hire or from the date of return from the last General Leave.
- f) An employee will not engage in employment with a Canadian provider of ESL/EFL or FSL/FFL in the public or private sector when absent for the purpose of General Leave.

ARTICLE 26 – CORPORATE BENEFITS

- a) Continuing Teaching Positions and Sessional Teaching Positions are entitled to benefits set out in the LSCV Corporate Benefits Plan. LSCV reserves the right to amend the benefits and carrier.
- b) The Parties agree that while the benefit plan may be amended, the benefits as a package will remain comparable during the term of the collective agreement.

ARTICLE 27 – PAID SICK DAYS

- a) Paid sick days shall be in accordance with the entitlement set out in the Continuing Teaching Position or Sessional Teaching Position Policy as appropriate.
- b) LSCV agrees not to amend these policies during the term of the collective agreement.
- c) In addition to Article (a) above, employees are entitled to receive two (2) additional paid sick days per calendar year. The conditions for qualifications remain as set out in the Continuing Teaching Position or Sessional Teaching Position Policy.

ARTICLE 28 – TERM OF AGREEMENT

- a) The term of the collective agreement shall be for twenty-four months effective from the date of ratification of October 22, 2008.
- b) The Collective Agreement will remain in full force and effect during the term of the agreement. Upon expiry of the Agreement, all terms, conditions, wages and benefits shall remain in effect until a new Agreement is reached or until the Association commences a lawful strike or LSCV commences a lawful lock-out.

- c) The Parties agree to exclude the operation of Sections 50 (2) and (3) of the Labour Relations Code.

SCHEDULE A – SALARY RATES

Current salary rates shall continue to be paid during the term of this agreement.

Signed on behalf of
LSC LANGUAGE STUDIES CANADA
VANCOUVER LTD (LSCV)

Signed on behalf of the
EDUCATION AND TRAINING
EMPLOYEES ASSOCIATION (LOCAL -2)

Date: _____

Date: _____