

COLCANADA TRADING CORP. DBA INLINGUA VANCOUVER DBA INVO CAREER COLLEGE  
EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION LOCAL 7  
PROPOSAL FOR A COLLECTIVE AGREEMENT – EFFECTIVE JULY 1, 2017 (PROPOSED ON APRIL 30, 2018)

**Proposal for a COLLECTIVE AGREEMENT**

between

**COLCANADA TRADING CORP.  
dba inlingua Vancouver dba INVO Career College**

and

**EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION LOCAL 7**

**Effective from: July 1, 2017**

**To and including: December 31, 2019**

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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 dba INVO Career College (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 school campus or campuses.

### 1.4. No Other Agreement

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

## 2. ARTICLE 2 – DEFINITIONS

2.1. *block 1*: the hours of operation of the school from 8:00 am to 15:10 pm from Monday to Thursday, and from 8:00 am to 15:40 pm on Friday.

2.2. *block 2*: the hours of operation of the school from 12:00 pm to 18:30 pm from Monday to Thursday, and from 11:30 am to 18:30 pm on Friday.

2.3. *Teacher*: An employee member of the bargaining unit as described in the certificate issued by the BC Labour Relations Board issued July 16, 2012.

a) *Regular Teacher*: one who has passed probation and works on a continuing basis and teaches any course or lesson offered by the Employer except for courses in the Hospitality Management programs.

i. Full-time IPI: *Regular Teachers* who teach and mark 4.83 hours per day, with group lessons in either block 1 or block 2.

ii. Full time SE: *Regular Teachers* who teach and mark 6.50 hours per day, with group lessons in either block 1 or block 2.

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- iii. Full time ACP 28: *Regular Teachers* who teach and mark 5.66 hours per day, with group lessons in either block 1 or block 2 and one 50-minute private lesson Monday to Thursday.
  - iv. Full time not specified before: *Regular Teachers* who teach and mark more than 4.83 hours per day at any time or any type of lessons.
  - v. Part time not specified before: *Regular Teachers* who teach and mark less than 4.83 hours per day at any time or any type of lessons.
- b) *Substitute Teacher*: 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 Teacher*: one who works full time and who works for a complete session (4 weeks), not to exceed five (5) sessions of work in any thirteen (13) session period, excluding substitute work. A *Term Teacher* may be dismissed by the Employer for unsuitability.
- d) *Summer Season Teacher*: one who previously worked for the Employer and is rehired to work in the summer as a *Substitute Teacher* or for a specified period of time, not to exceed four (4) sessions of work (16 weeks). The Employer can extend the period for 4 sessions more, for a maximum of 32 weeks.
- e) *Probationary Teacher*: When a *Term Teacher* or a *Substitute Teacher* are assigned complete sessions of work, they are considered to be on probation, and are referred to as Probationary Teachers.
- i. The probationary period shall be completed after two conditions are met:
    - 1) The Teacher has worked more than five (5) sessions and has worked for 550 teaching hours, or one (1) year since the first date of hire, whichever occurs first.
    - 2) The Teacher has submitted the IELTS Test Report Form and has obtained a minimum IELTS Academic score of 8.0. The cost of taking the IELTS test will be covered one time only by the Employer.
  - ii. Teaching hours worked as a *Term Teacher* shall be counted towards completion of the probationary period, but hours worked as a *Substitute Teacher* or as a *Summer Season Teacher* shall not be counted towards completion of the probationary period.
- f) *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, administration and students, as per the job description listed in Schedule B.
- i. There will be two *Head Teachers*, one will work in block 1 and the other will work in block 2.
  - ii. The duration of the appointment is for 12 months. However, the appointments can be changed or extended at the discretion of the Employer who will consider performance and peer

feedback.

iii. Selection will be made in agreement with article 8.2 of this contract, following a clear and fair application process.

iv. Seniority will not be a factor when selecting the *Head Teachers*.

g) *Tourism and Hospitality Instructor*: One who is hired to teach courses that are part of any of the Hospitality Management programs offered by the Employer. This definition excludes *Teachers* as defined in the previous definitions of this article. This collective agreement will cover stipulations for Tourism and Hospitality Instructors in the Letter of understanding 4, part of this agreement.

2.4. *Day*: a calendar day unless specified otherwise.

2.5. *Part-time Teacher*: a Teacher whose assignment is for less time than for a full-time IPI Teacher.

2.6. *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.

2.7. Use of the words *Employee* or *Employees* in this agreement: When the words Employee or Employees are used in its capital form, they will cover both *Teachers* and *Tourism and Hospitality Instructors*.

2.8. *Seniority List*: There will be one seniority list referred to as the seniority list for Teachers.

### **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 Employees' 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 Employees' 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.

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- 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 (8:00 am to 18:10 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 Union representative(s) when meeting with the Employer or his representative on matters concerning the application or administration of this agreement. The parties will ensure that the regular operation of the school will not be affected.
- 4.6. Time off without pay shall be granted by the Employer to four (4) Employees and/or Union 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 the school campus(es) 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 the facilities at the school campus(es) for meetings with the school Employees during normal business hours, i.e., 8:00 am to 18:10 pm from Monday to Friday (and after such hours by mutual agreement), 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 Employees 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 Teachers will be offered subsequent assignments for which they possess the qualifications, skill, ability and experience, prior to new hirings.

8.4. The Employer may elect to advertise externally simultaneously with the internal posting of the position.



**9. ARTICLE 9 – PROBATION**

- 9.1. Teachers shall be regarded as probationary for the period and conditions specified in Article 2 – Definitions.
- 9.2. The probationary period is to provide an opportunity for mutual appraisal and evaluation to determine the Teacher's suitability to perform the job and for employment at the school. During the period of probation, Teachers shall acquire no seniority or re-employment rights. During the probationary period, a Teacher may be dismissed by the Employer for unsuitability.
- 9.3. Placement on the seniority List

Upon successful completion of probation, a Term Teacher or a Substitute Teacher shall be confirmed as a Regular Teacher and shall be placed on the seniority list for Teachers.

**10. ARTICLE 10 – SENIORITY**

- 10.1. Seniority for a *Teacher* shall be defined as the number of hours paid since that Teacher became a *Regular Teacher* plus the teaching hours worked as a *Term Teacher* to complete the probationary period, at the school campus(es).
- 10.2. Hours counted towards seniority for Teachers include not only regular teaching and marking hours, but also interview time for new or potential students, leading study hall, leading study group, attending or leading Peer Educational Sessions on Fridays or when scheduled by the Employer, attending Friday afternoon staff events or student activities, marking and preparation time, paid walking time between campuses for group lessons, graduation ceremony time and hours working as a Head Teacher.
- 10.3. A Probationary Teacher shall not have seniority until they have successfully completed their probationary period.
- 10.4. Substitute Teachers, Term Teachers, and Summer Season Teachers shall not have seniority.
- 10.5. After successful completion of probation, the name of the Teacher shall be placed on the seniority list for Teachers in order of the number of hours paid for seniority purposes, according to article 10.1.
- 10.6. The seniority list for Teachers shall detail, for each Teacher on it, the number of hours paid for seniority purposes, the Teacher's name, date of current start as an employee, and the positions or assignments for which the Teacher meets the qualifications and experiences as specified in the Employees' Handbook.
- 10.7. Teachers who are on approved unpaid leave of absence because of illness or injury or for Employment Standards or Academic leaves shall continue to earn seniority.
- 10.8. When two or more Teachers have the same seniority, the most senior shall be determined by lot.

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- 10.9. An updated seniority list for Teachers shall be posted at the school campus(es) 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 for Teachers 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.
- 10.10. A Teacher who would not reasonably have been aware of the posting of the seniority list may seek correction within seven (7) days of when the Teacher should reasonably have become aware of the posting; however, any such decisions which were made based on the seniority list for Teachers shall not be reversed as the result of such "late" corrections.
- 10.11. Corrections can only relate to calculations based on the period after the date of the immediately prior posting of the seniority list for Teachers.
- 10.12. Seniority rules for service outside the Unit:
- a) Teachers 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) Management reserves the right to request seniority accumulation for work outside of the bargaining unit for a Teacher who is assigned academic work different from teaching such as curriculum development.
  - d) Teachers will have the ability to return to the bargaining unit within three (3) months and resume their seniority accumulation
- 10.13. Seniority shall be lost, and the Teacher shall no longer be an employee, if a Teacher:
- 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 Teacher has invoked a suspension of recall rights as per Article 11.14; or
  - e) is laid off for more than six months.
- 10.14. Seniority rules for Regular Teachers assigned to teach courses that are part of Hospitality Management programs of instruction:
- Regular Teachers will accumulate hours in the seniority list for Teachers even if assigned to teach courses that are part of Hospitality Management programs of instruction offered by the Employer.

**11. ARTICLE 11 – LAYOFF AND RECALL**

- 11.1. Reductions of regular hours of work:
- a) Any reduction by the Employer in the regular hours of work of a Regular Teacher teaching 22.5 hours per week shall constitute a layoff.
  - b) Any reduction in the hours of work of a Regular part-time Teacher 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. A Teacher 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 experience of the Regular Teachers 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 Teacher with seniority may bump. Bumping into another position or assignment shall only be to a position or assignment for which the Teacher is qualified (in terms of Article 10.5), 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 Teacher possible.
- 11.6. All Regular Teachers 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 Teacher who completes the term appointment shall not be considered to be laid off.
- 11.9. A Term Teacher shall not be considered laid off if the Employer ends the appointment prior to the end of the term for which the Term Teacher 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 Teacher on layoff with recall rights shall be offered term or substitute work for which the Teacher is qualified. In such a situation, recall rights are not affected whether the Teacher accepts the work offer or not. If the Teacher accepts the assignment, no notice of the end of the assignment is required. The Teacher must advise the Employer in writing of the wish to receive such offers.
- 11.12. No new Teachers shall be hired while qualified Teachers (in accord with Article 11.4 above) are laid off and have recall rights.

Notwithstanding the previous sentence, if all Teachers having recall rights refuse a part-time position,

the Employer may fill the part-time position with a new Teacher.

- 11.13. Regular Teachers with seniority who have been laid off are subject to recall for six (6) months from the effective date of the layoff. Teachers shall be recalled to work of a continuing nature.
- 11.14. Recall shall be to a position from which the Teacher is listed on the seniority list for Teachers in accord with Article 10.5.
- 11.15. Regular Teachers 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 Teacher was working at the time of layoff, the Teacher may refuse the recall and such refusal will not affect recall rights, provided the Teacher has advised the Employer at the time of layoff of the schedules they are prepared to work. If the Teacher accepts a part-time position, the Teacher 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 Teacher 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 Teacher will not be recalled. At the end of the suspension period, recall rights shall be resumed (but not extended), but the Teacher cannot make any claims with respect to any positions filled during the period of the suspension.
- 11.17. If a Teacher refuses a recall for a full-time position the Teacher will lose the recall rights in accordance with article 10.13.d
- 11.18. 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 the school campus(es).
- 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 race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age.
- 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 12.8 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 to a different block of work or to a different school campus, 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. The Employer reserves the right to ask a Teacher to take the IELTS Academic exam as an optional measure in progressive discipline. A score of 8.0 or more in the IELTS exam will help the Teacher demonstrate the required skills to teach higher levels. The cost of taking the IELTS test will be covered one time only by the Employer
- 14.3. Teachers are expected to meet and adhere to the Code of Conduct for Teachers, indicated in schedule C, while working for the Employer.
- 14.4. 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.
- 14.5. 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.

- 14.6. 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.
- 14.7. 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 their period of suspension, demotion, or dismissal.
- 14.8. 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 purposes 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 Teacher 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 Teacher, Term Teacher, and Summer Season Teacher shall be paid 4% of gross earnings on each payroll deposit (or pay cheque).



**16. ARTICLE 16 – VACATIONS**

- 16.1. Annual vacations with pay shall be granted to Regular Teachers and the entitlement will be based on continuous service with the Employer as a Regular Teacher or Term Teacher. Years of service shall be based on the Teacher's current date of hire and anniversaries of that date.
- 16.2. Regular Teachers 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 Teacher shall be paid as if at work, subject to 16.4 below.
- 16.4. 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. Teacher 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. Vacation for new Teacher and new entitlements earned based on 16.2 will be calculated on a pro-rata basis according to the Teacher's date of hire, or anniversary of it.
- 16.6. A Teacher 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.
- 16.7. The minimum period for a vacation is two days.
- 16.8. Upon termination, the Teacher will be paid any unused accrued vacation pay, or where the Teacher has taken vacation prior to having earned a full entitlement, any money paid in excess of that Teacher's entitlement shall be considered an advance and shall be deducted from that Teacher's final pay.
- 16.9. The vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.
- 16.10. Vacation Scheduling

Between January 1<sup>st</sup> and January 31<sup>st</sup> of each year, Regular Teachers 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 Teacher will indicate that Teacher's choice of vacation dates. Teachers will be notified when and where the list is posted.
- b) If more Teachers request vacation days than management can grant, the Teachers involved will attempt to determine which Teacher(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 15<sup>th</sup>.
  - d) Approved vacation dates shall not be changed except by mutual agreement of the Employer and Teacher 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.
- 16.11. Substitute Teachers, Term Teachers, and Summer Season Teachers shall be paid 4% of gross earnings on each payroll deposit (or pay cheque) 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 Teachers, Term Teachers, and Summer Season Teachers only)

A Teacher can request a maximum of five (5) days without pay in the event of a death in a Teacher's immediate family. Immediate family shall be defined in accordance with the BC Employment Standards Act.

A Teacher may request additional time off without pay, under Article 17.09.

- 17.3. Pregnancy Leave

Pregnancy leave shall be as follows:

- a) A pregnant Teacher 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 Teacher requests a shorter period, and no later than 17 weeks after the actual birth date.
- b) A Teacher 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.

- c) A Teacher 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.
- d) A request for leave must:
  - i. Be given in writing to the Employer
  - ii. If the request is made during the pregnancy, be given to the Employer at least 4 weeks before the day the Teacher proposes to begin leave, and
  - iii. 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).
- e) A request for a shorter period under sub-section (1) must:
  - i. Be given in writing to the Employer at least one week before the date the Teacher proposes to return to work, and
  - ii. If required by the Employer, be accompanied by a medical practitioner's certificate stating the Teacher is able to resume work.

#### 17.4. Parental Leave

- a) A Teacher who requests parental leave under this article is entitled to:
  - i. For a birth mother who takes leave under Article 17.3 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 17.3 above unless the Employer and Teacher agree otherwise,
  - ii. For a birth mother who does not take leave under Article 17.3 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,
  - iii. 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
  - iv. For an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.
- b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the Teacher is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under sub-section (i).
- c) A request for leave must:

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- i. Be given in writing to the Employer
  - ii. 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 Teacher proposes to begin leave, and
  - iii. If required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the Teacher's entitlement to leave.
- d) A Teacher's combined entitlement to leave under Article 17.3 and 17.4 is limited to 52 weeks plus any additional leave the Teacher is entitled to under Article 17.3.c or 17.4.b.

17.5. Pregnancy and Parental leaves: Employment Standards Act and Return to Work

- a) Pregnancy leave or parental leave shall be granted to a Teacher prior to the birth of a child or after a child is born for a longer period than that set out in Articles 17.3 or 17.4 or the Employment Standards Act, to a maximum of two (2) additional years.
- b) A Teacher wishing to extend parental leave must give four (4) weeks' notice in writing. A Teacher 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.
- c) Not later than two (2) weeks prior to the termination of pregnancy leave and of parental leave, the Teacher must give notice in writing of the intention to return to work. A Teacher 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. A Teacher 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 Teacher will be returned to their former position or a comparable one. Teachers taking leaves that exceed two (s) years shall be returned to a position based on their qualifications and seniority.

17.6. Family Responsibility Leave

A Teacher 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 Teacher's care, or
- b) The care or health of any other member of the Teacher's immediate family

17.7. Jury Duty (for Regular Teachers only)

A Teacher 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, a Teacher 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 Teachers who have completed probation)

- a) Educational leave may be granted without pay for a period not to exceed twelve (12) months upon request from a Teacher.
- b) The Employer will advise the Teacher in writing, with stated reasons, in a reasonable period of time, the approval or refusal of the leave.
- c) The degree, certificate or studies must be directly related to the teaching job with the Employer. Such Teachers will accumulate seniority and shall be returned to their former position at the end of such leave.
- d) 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.

17.9. General Leave

- a) A Teacher may request, in writing, with reasonable notice, unpaid leave of absence for any purpose.
- b) The Employer will advise the Teacher, 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 Teacher's length of service.
- c) Teachers on general leave will not accumulate seniority.
- d) The Employer shall offer alternative suggestions regarding denied leaves, where possible.

17.10. Compassionate Care Leave

- a) The Employer shall grant leave of absence without pay, benefits or accumulation of seniority to a Teacher who is likely to be, or is eligible for Employment Insurance Compassionate Care benefits.
- b) The Teacher 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. A Teacher's pay shall cover hours of instruction teaching and marking, preparation time, general staff meetings and participation in certain school activities, interview time for new or potential students, time leading study hall, time leading study group, time attending Peer Educational Sessions PES on Fridays or when scheduled by the Employer, time attending Friday afternoon staff events or student activities, marking and preparation time, paid walking time between campus to campus for group lessons, graduation ceremony time, video recording time, online lesson system work and any other

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work assigned by the Employer.

- 18.2. When students don't come to a group class or private lesson, the Teacher will be paid for the class as long as the Teacher reports, within the first 30 minutes of the lesson scheduled start time, to the Director of Studies, Head Teacher or Executive Director, who will reassign the Teacher to another duty for the benefit of the school and covered in the Job description for Teacher as specified in Schedule B.
- 18.3. Private lessons (also known as One on One or ACP lessons) are normally scheduled at 13:40 pm in block 1, at 12:40 pm in block 2, or at a different time agreed in advance with the student.
  - a) The Employer reserves the right to assign private lessons to Teachers based on seniority at the campus of said classes. The seniority list for Teachers will be followed considering only the Teachers at that campus.
  - b) The Employer reserves the right to by-pass the seniority list for Teachers and assign private lessons to a Teacher who has specifically been requested by a student.
  - c) The Employer reserves the right to by-pass the seniority list for Teachers and assign private lessons to a Teacher who, based on experience and qualifications, is the most appropriate for a particular student or a particular topic.
  - d) Private lessons can be canceled with one-day notice and the Employer will be exempted from giving more notice to the Teacher. When no notice is possible, the Employer will be exempt from paying for the allotted time should the Teacher refuse or turn down another duty assigned by the Employer.
  - e) When a private lesson is assigned in a different campus, no walking time will be added or paid.
- 18.4. Teachers will be assigned work in block 1 or block 2 based on the reasonable operational needs of the school.
- 18.5. Teachers teaching in block 1 shall be entitled to 30-minute unpaid meal break at 11:30 am from Monday to Thursday, and on Fridays after the graduation ceremony. Teachers teaching in block 2 shall be entitled to a 20-minute unpaid break at 15:10 pm from Monday to Friday. By mutual agreement of the Teachers and supervisors involved, other activities may be scheduled during the meal break.
- 18.6. Graduation ceremonies will take place every Friday from 11:30 am to 12:00 pm and will be attended by both block 1 and block 2 teachers. This 30-minute event will be paid at the regular teaching rate and will be subject to the other relevant articles in this agreement.
- 18.7. The teaching workload on Fridays shall be as follows:
  - a) For block 1: For all courses, including ESL levels, Test Preparation courses, and courses part of Business Communication programs, classes on Fridays will be scheduled from 8:30 am to 11:30 am.
  - b) For block 2:

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- i. For all courses, including ESL levels, Test Preparation courses, and courses part of Business Communication programs, classes on Fridays will be scheduled from 12:00 pm to 15:00 pm.
- ii. For the UPC University Preparation Course, classes on Fridays will be scheduled from 12:00 pm to 15:00 pm.

18.8. On Fridays of weeks 1, 2 and 3 of each session, all Teachers will be available for the rest of block 1 or block 2, as they have been assigned, and as defined in articles 2.1 and 2.2, in order to take part in the scheduled activity or event.

- a) On the first Friday of each session, there will be no activities as Teachers will use this time to mark, work on academic reports, and prepare their lessons and courses. This is from this point on defined as Friday preparation time.

Subject to previous approval from the Director of Studies, a Teacher can request to work a portion or the totality of the Friday preparation time earlier in the first week, on any day or days from Monday to Thursday and at the school campus, in order to better prepare the newly assigned lessons and courses.

- b) On Fridays of weeks 2 and 3 of each session, the Employer may schedule any of the following activities:
  - i. A general school activity with student participation
    - 1) Teachers are required to play an active role, collaborate in the activity coordination and interact with students.
    - 2) The Employer will not schedule more than one general school activity per session, except for exceptional and unforeseen activities or events requiring all school participation.
  - ii. Peer Educational Sessions (PES) for Teachers.
    - 1) PES will be from 12:00 pm to 15:10 pm for Teachers teaching in block 1, and from 15:30 pm to 18:30 pm for Teachers teaching in block 2.
    - 2) Monthly calendars with specific PES sessions will be posted.
    - 3) Attendance is mandatory for all PES sessions in the corresponding blocks.
    - 4) Each Teacher will be required to lead at least one PES per year.
  - iii. Administrative or Training meetings.
  - iv. A team building activity without student participation, at the discretion of the Employer.
- c) If a Teacher misses all or part of a marking and preparation session under a) above while taking students on an outing, that Teacher will be paid as if they attended the entire marking and preparation session plus the previously agreed time of the outing with the students.

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- 18.9. On Friday week 4, Teachers will only teach their main courses or lessons. Teachers will not need to take part in any scheduled school activity or event. Occasionally the Employer will request the participation of some Teachers to work as activity leaders and will compensate them for their time at their regular rate.
- 18.10. Marking on week 4: The final exam and presentation will be marked on Wednesday and Thursday of week 4. Teachers will report 3.17 hours of marking on Friday of week 4.
- 18.11. Preparation time for all lessons and courses in the ESL and Business communication programs:
- a) Regular preparation time for group lessons: 10 minutes of preparation time for every 90 minutes of teaching time. Full-time IPI Teachers teaching and marking 4.83 hours will be paid 0.5 hours (30 minutes) of preparation time. Full-time SE Teachers teaching and marking 6.50 hours will be paid 0.68 hours (41 minutes) of preparation time.
  - b) Additional preparation time for new courses or lessons: When a Teacher is re-assigned to a different course, 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 the complete duration of a specialized course or new course.
  - c) Preparation time for private lessons: 0.28 hours (16.8 minutes) preparation for teaching 50 minutes of private lesson, 0.56 hours (33.6 minutes) preparation for teaching 100 minutes of private lessons with the same student, and 0.64 hours (38.6 minutes) preparation for teaching 150 minutes of private lessons with the same student. In general, when more than 2 private lessons (100 minutes) are assigned with the same student, the additional preparation time will then be estimated as 5 minutes for every 50 minutes of teaching time.
  - d) Preparation time for PES Peer Educational Sessions:
    - i. 1.5 hours of preparation time, if a Teacher leads a session for 90 mins.
    - ii. 1 hour of preparation time, if a Teacher leads a session for 60 mins.
    - iii. If 2 Teachers co-lead a session for 90 mins, they can each claim 0.75 hours (45 mins) of preparation time.
  - e) As proof of preparation, all Teachers need to submit simplified lesson plans as follows:
    - i. Simplified monthly lesson plans: Teachers have to submit a simplified monthly lesson plan only when they have never taught a particular course before. When Teachers are re-assigned to a different level they have not taught before they need to submit a simplified monthly lesson plan for that course.
    - ii. Weekly lesson plans: When a formal observation is scheduled or is required, Teachers will submit weekly lesson plans for the class in which they were observed, for a period of up to 1 week.



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- iii. Daily lesson plans: Daily lesson plans are to be used only in special cases requiring discipline.
- iv. Templates of the Simplified Lesson plans, monthly, weekly, and daily are included as Schedule D.

18.12. Maximum teaching hours per day for Teachers:

- a) Teachers will be assigned available classes to a maximum of 6.50 teaching and marking hours per day, unless mutually agreed otherwise.

Subject to operational and scheduling requirements less than maximum hours will be assigned only after all maximum hours have been assigned. A Teacher may refuse an assignment of 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) A Teacher 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. A Teacher who is working less than maximum hours as a result of the request under this article, shall return to maximum hours, provided the Teacher 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 Teacher is qualified to perform is available.

- 18.13. In making teaching assignments pursuant to Article 18.12 below, the Employer will carefully consider written requests from Regular Teachers who have completed probation, for assignments to blocks, programs, courses or levels for which they meet the qualifications and experiences for a particular class. Such requests must be made at least four (4) weeks prior to the start of a new session.

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

- 18.15. When possible, the Employer will provide Teachers with reasonable notice of changes to teaching assignments.

- 18.16. When the Teacher requests to teach a higher level (3A or higher) or specialized course or program that the Teacher has not taught before for the Employer, if the Employer is not sure the Teacher is capable/qualified to do so, the Employer reserves the right to ask the Teacher to take the IELTS Academic exam. A score of 8.0 or more in the IELTS exam will help the Teacher demonstrate the required skills to teach the higher level. Should the Teacher refuse or decline to take the test, they will not be granted their request. The cost of taking the IELTS test will be covered one time only by the Employer.

18.17. Education Courses and Upgrading

- a) If a Teacher 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 Teacher shall suffer no loss of pay.

- b) A Teacher enrolled in a course, workshop, or seminar for the purpose of upgrading the Teacher'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 Teachers prior to formal evaluations which will include a class observation. The exact date of the observation will not be informed. Formal observations will be conducted by the Director of Studies following the general procedure for class observations and a pre-determined form will be used to make notes. Other informal observations may be conducted by the Executive Directors.
- 19.4. Where a formal appraisal of the Teacher's performance is carried out, the Teacher shall be given sufficient opportunity after the interview to read and review the appraisal. Provision shall be made on the evaluation for a Teacher to sign it. The form shall provide for the Teacher's signature in two (2) places: one indicating that the Teacher has read and accepts the appraisal, and the other indicating that the Teacher disagrees with the appraisal. A Teacher shall be provided with a copy of the appraisal and shall have three (3) days in which to consider the appraisal before signing it. A Teacher has the right to append a written response to an appraisal. A Teacher's appraisal shall not be changed after a Teacher 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. A Teacher shall be entitled to review and/or be given copies of material contained in the personnel file for the Teacher upon request, on one day's prior notice.

**20. ARTICLE 20 – HEALTH AND WELFARE**

- 20.1. Extended Health Benefits Plan
  - a) The Employer shall pay 70% of the premiums for eligible Teachers and their dependents.
  - b) The current plan as of February 2018 with Empire Life will continue, with no changes.

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- c) Participation is a condition of employment for eligible Teachers.

20.2. Dental Plan

- a) The Employer shall pay 70% of the premiums of eligible Teachers and their dependents.
- b) The current plan as of February 2018 with Empire Life will continue.
- c) Participation is a condition of employment for eligible Teachers.

20.3. Group Life Insurance / AD & D Plan

- a) The Employer shall pay 70% of the premiums for eligible Teachers and their dependents.
- b) The current plan with Empire Life will continue.
- c) Participation is a condition of employment for eligible Teachers

20.4. All benefit 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 Teacher to the insurer.

20.5. Eligibility:

- a) All Regular Teachers who have completed probation and who teach and mark 4.83 hours per day or more are eligible for full benefits. Where a Regular Teacher's teaching hours are reduced to below 4.83 hours per day, the Teacher shall continue on the appropriate benefits plans for the calendar month during which the reduction occurs. The Teacher may also continue in the month following, provided the Teacher prepays the Teacher's share of the premiums.
- b) Regular Teachers who have completed probation and who teach less than 4.83 hours per day shall not be eligible for benefits.
- c) If a Teacher is assigned courses that are part of Hospitality Management programs of instruction and other courses or programs, the eligibility will be that described in clauses a and b.

20.6. Layoff Benefits

Teachers 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 Teacher prepays the Teacher's share of the premiums. The Teacher may continue on the appropriate benefit plans for the balance of the recall period provided the Teacher prepays the total premiums, and may use post-dated cheques.

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

20.8. EI Rebate

Any amount payable to a Teacher 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 a Teacher 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 Teachers teaching 4.83 hours or more per day 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 Teachers with seniority whose teaching hours are:
- a) from 3 but below 4.83 work hours per day shall be entitled to take up to 20 hours of sick leave in any calendar year:
  - b) from 1 ½ but below 3 work hours per day shall be entitled to take up to 12 hours of sick leave in any calendar year.
- 21.4. A Teacher 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 a Teacher 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.
- 21.7. Personal leave days will not be carried over from one calendar year to the next.

**22. ARTICLE 22 – WAGES**

- 22.1. Wages will be paid semi-monthly (24 pay periods in a year) for all time worked.
- a) Period 1 goes from the 9<sup>th</sup> day to the 23<sup>rd</sup> day of the month.
  - b) Period 2 goes from the 24<sup>th</sup> day to the 8<sup>th</sup> day of the following month.
  - c) 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. Determination of wages on schedules part of this agreement:

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

22.3. Pay calculation for Teachers:

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

22.4. The hours of work include the hours teaching and marking, interview time for new or potential students, time leading study hall, time leading study group, time attending Peer Educational Sessions PES on Fridays or when scheduled by the Employer, time attending Friday staff events or student activities, marking and preparation time, paid walking time from campus to campus for group lessons, graduation ceremony time, video recording time, online lesson (iOL) work, and any other work assigned by the Employer.

**23. ARTICLE 23 – COPYRIGHT AND INTELLECTUAL PROPERTY**

23.1. Any course material and/or program/curriculum development produced by a Teacher 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 Teacher is free to use this material outside of the school, whether or not they are still employed by the Employer.

23.2. The Employer recognizes that Teachers 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 a Teacher prior to their employment by the Employer, or outside the scope of their employment or assigned duties shall remain with the Teacher, and may be used for any purpose the Teacher wishes, including for personal profit, without restriction or claim by the Employer.

**24. ARTICLE 24 – INDEMNITY**

24.1. Full indemnification of Teachers against judgements arising out of actions brought against Teachers acting in the normal course of their employment with the Employer.

24.2. Employer provided legal counsel to defend the Teacher 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

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EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION LOCAL 7  
PROPOSAL FOR A COLLECTIVE AGREEMENT – EFFECTIVE JULY 1, 2017 (PROPOSED ON APRIL 30, 2018)

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 July 1, 2017 up to and including December 31, 2019, 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 May 2018.

COLCANADA TRADING CORP.  
dba inlingua Vancouver  
dba INVO Career College

EDUCATION AND TRAINING  
EMPLOYEES' ASSOCIATION LOCAL 7

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**Schedule A: Schedule of salary rates for Teachers**

Grade	<i>Effective July 1 2017 to December 31 2018</i>	<i>Effective January 1 2019 to December 31 2019</i>
1	\$20.35	\$20.71
2	\$20.66	\$21.02
3	\$21.69	\$22.07
4	\$23.24	\$23.65
5	\$24.79	\$25.22
6	\$26.33	\$26.79
7	\$27.89	\$28.38

Placement on Schedule for new Teachers hired during this agreement:

- *Pay Grade 1:* bachelor’s degree and approved TESL certificate.
- *Pay Grade 2:* bachelor’s degree and approved TESL certificate and more than 24 months of related and documented 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 in TESOL or education.

Placement on Schedule for Summer Season Teachers

- Summer Season Teachers will be placed on the same pay grade they had when they last worked for the Employer.

Movement on Schedule for all Teachers:

- Upon successful completion of probation - move up one pay grade.
- Upon completion of 2,000 work hours, Teachers shall move up one pay grade.
- Upon completion of master’s degree in TESOL or education - move up one pay grade.
- Upon completion of 5,000 work hours, Teachers shall move up one pay grade.
- Upon completion of 7,500 work hours, Teachers shall move up one pay grade.
- Upon completion of 10,000 work hours, Teachers shall move up one pay grade.
- Upon completion of 12,500 work hours, Teachers shall move up one pay grade.
- Pay Grade 7 shall be the maximum pay grade.

General Notes:

- Degrees must be from accredited educational institutions.
- Applicants will be required to submit all relevant educational documents.

Retroactive increase to July 9, 2017:

- Teachers will receive a one-time retroactive payment of salary calculated with the salary indicated on the schedule and the salary they received, from July 9, 2017 to the moment the collective agreement is signed. This payment will be processed within one week after the agreement is signed and ratified.

## **Schedule B: Job Descriptions**

### **Job description for Teacher**

**Job Title:** *Teacher*

Work Location: inlingua Vancouver dba INVO Career College school campus(es)

Job Industry: Education

Date Modified: February 18, 2018

Status: Full time position or Part time position

#### **A. Occupational Summary:**

- To teach courses to international students including ESL courses, Test preparation courses (IELTS, TOEFL, FCE, CAMBRIDGE and others), Academic Preparation courses, University Preparation courses, Business English courses, and Business communication program courses
- To help students succeed in their professional, academic and personal goals
- To offer a dynamic and culturally diverse learning environment that provides high quality and effective courses, making the educational experience productive, enjoyable, memorable, inspiring, social, nurturing and fun
- *Teachers* report to the Head Teachers and to the Director of Studies
- *Teachers* will interact daily with other *Teachers*, Head Teachers, Director of Studies and periodically with front desk staff, marketing staff, counsellors and the Executive Director
- The hours of work including days off and which campus(es) are subject to change consistent with operational requirements and the provision of the Collective Agreement and applicable statutes

#### **B. Work Performed:**

##### **1. Curriculum Management:**

- preparing classes based on the inlingua method and curriculum for ESL and Business Communication programs
- supplementing inlingua lessons with additional resources (including warmers, games, worksheets, homework exercises)
- photocopying resources for daily lessons
- constructing a timetable of lesson topics for Elective lessons
- developing Elective lesson plans
- keeping current on available resources
- leading a PES Peer Educational Session at least once a year
- planning for substitutes

##### **2. Lesson Delivery:**

- planning, preparing and delivering lessons to groups or individual students
- utilizing the inlingua method and curriculum aides to deliver the core ESL program at inlingua Vancouver dba INVO Career College



- utilizing the inlingua method and curriculum aides to deliver the core Business Communication program at inlingua Vancouver dba INVO Career College
- using a modern and dynamic teaching approach which allows students to communicate easily using the English language
- presenting and eliciting grammatical structures
- correcting student errors in class
- guiding discussions
- introducing additional vocabulary
- utilizing error correction
- encouraging students to actively participate throughout class
- researching and devising entertaining, amusing, interesting, creative, productive lessons for students
- teaching specialised English courses such as Business English courses, test preparation courses and university preparation courses
- teaching groups or on a one-to-one basis

### **3. Student Assessment:**

- assessing and continuously monitoring student progress
- administering midterms, quizzes and exams
- assessing and scoring quizzes and presentations
- marking writing assignments and homework
- compiling final grades
- writing progress and achievement reports
- provide evaluations of student progress
- counselling students on final progress
- interviewing and assessing new students on intake days
- interviewing potential students for the school programs in person or by video (Skype, etc.)
- welcoming to class and assessing trial students
- taking attendance and report to Director of Studies and front desk staff irregularities in student attendance

### **4. Work outside the classroom:**

- participating in staff meetings and PES Peer Educational Sessions
- participating in one general school activity every 4-week session during regular working hours. *Teacher* participation is fundamental to student satisfaction. It is expected that *Teachers* promote student participation in the activity, take part in it and mingle with students during the activity. *Teachers* are required to participate
- some academic excursions during regular teaching hours are part of the curriculum. *Teachers* are required to lead their classes and follow the school policies on this matter. Specific excursions will be assigned / approved by the Director of Studies
- inlingua Vancouver dba INVO Career College arranges some very popular extracurricular activities where student participation is large and there is often a need for extra help to maintain the set ratio of 30 students per staff member. If the activities coordinator requests your help, it is appreciated if you can take part in the activity, although participation is not mandatory. The time will be arranged in advance
- Voluntary (unpaid) participation in other school activities is encouraged and appreciated by both students and administration. A sense of community is built, and our school reputation grows when *Teachers* spend time with students outside their classes, for example at sports events

**C. Qualifications and required Knowledge:**

- BA (minimum) preferably in the humanities
- TESL certificate, CELTA certificate or a similar credential (This certification must be accepted by a reputable validation and accreditation third party entity. The entity shall be approved by Languages Canada and in accordance with the Languages Canada Quality Assurance Scheme)
- Preferably 2+ years teaching experience in the local market
- Preferably at least 1-year experience teaching overseas
- Experience teaching adults
- Experience teaching a wide-range of subjects to learners of all abilities
- Completion of training in the inlingua method

**D. Additional Qualifications to teach courses part of the Business Communication programs**

- In addition to all the qualifications listed in numeral C, *Teachers* must have a certificate, diploma or post-secondary degree relevant to the business course, and two years of full time work experience in a career occupation relevant to the subject matter of the course

**E. Required Strengths and Capacities:**

- Comprehensive knowledge of inlingua curriculum, the inlingua levels and the specialized courses at inlingua Vancouver dba INVO Career College
- Thorough understanding of English grammar and usage
- A minimum score of 8.0 in the IELTS Academic test
- Ability to develop and deliver educational/communicative classes
- Ability to assess student progress
- Ability to be flexible and respond to change
- Ability to work independently and in collaboration with others
- Ability and knowledge to apply program and discipline specific policy and procedures
- Skills in techniques appropriate to the program
- Extensive cultural awareness
- Genuine fascination with language, interest in people, empathy with learners and a lot of creativity
- Highly conscientious and committed to the highest standards of professional service
- Excellent communication and organisational skills
- Caring and motivated by the best interests of students
- Willing to engage in ongoing professional development
- Ability to relate well to different groups of students of different ages and ability levels
- Self-belief and the ability to maintain discipline
- Team-player who can collaborate with colleagues

### **Job description for Head Teacher**

**Job Type:** Part Time Head Teacher, in combination to full time teaching

**Location:** School campus(es) of inlingua Vancouver dba INVO Career College

**Job Industry:** Education

**Job Title:** Head Teacher in block 1 / Head Teacher in block 2

**Date Modified:** February 26, 2018

**Status:** Full time position – Regular Part-Time as Head Teacher, plus teaching hours in block 1 or block 2

**Work Location:** School campus

**Head Teacher Shift Times: There will be 2 shift times.**

**Shift time for Head Teacher in block 1:**

- Monday to Friday: From 8:00 am to 8:30 am, for a total of 2.5 hours per week
- Monday to Thursday: From 13:30 pm to 15:00 pm, for a total of 6 hours per week

The total hours of work for Head Teacher in block 1 are 8.5 hours per week

**Shift time for Head Teacher in block 2:**

- Monday to Thursday: From 11:40 am to 13:40 pm, for a total of 8.0 hours per week.

The total hours of work for Head Teacher in block 2 are 8.0 hours per week

- The hours of work including days off and work area may be subject to change consistent with operational requirements and the provision of the Collective Agreement and applicable statutes
- Training will be arranged and provided

**Job Description. The Head Teacher will:**

- Support Teachers in providing classroom instruction
- Ensure teaching resources are organized and available
- Assist to train new Teachers
- Assist in arranging substitute Teachers
- Assist every Monday/Tuesday with new student intake
- Interview potential students for the school programs in person or by video (Skype, etc.)
- Develop curriculum for inlingua Vancouver dba INVO Career College as requested by Director of Studies
- Help to maintain updated and fresh curriculum for inlingua Vancouver dba INVO Career College's lessons and programs
- Perform other tasks and projects as requested by Management / Director of Studies
- Assist in organizing periodical PES sessions for Teachers
- Enforce the EOP (English Only Policy) at the school campus(es)

**Job Requirements. The Head Teacher will:**

- Work at the school campus where they will teach all their lessons
- Work in block 1 or block 2, as assigned by management
- Possess strong teaching skills
- Have experience in developing curriculum
- Report to the Director of Studies
- Coordinate daily work with DOS and the Head Teacher in the opposite block

**Terms of Employment**

- The Head Teacher in block 1 will work full time (teaching from 8:30 am to 13:30 pm from Monday to Thursday, and 8:30 am to 11:30 am on Friday), and acting as Head Teacher from Monday to Friday from 8:00 am to 8:30 am and from Monday to Thursday from 13:30 pm to 15:00 pm
- The Head Teacher in block 2 will work full time (teaching from 13:40 pm to 18:30 pm from Monday to Thursday and 12:00 pm to 15:10 pm on Friday), and acting as Head Teacher from Monday to Thursday from 11:40 am to 13:40 pm
- The duration of the appointments is for 12 months. However, the appointments can be changed or extended at the discretion of the Employer who will consider performance and peer feedback
- Selection will be made in agreement with article 8.2 of this contract, following a clear and fair application process
- Seniority will not be a factor when selecting Head Teachers
- The Head Teacher hours will be paid at the normal teaching pay rate

**Qualifications:**

- Education & Experience
- Bachelor's Degree
- TESOL/CELTA Certificate
- Three years of general ESL experience

**Knowledge, Skills & Abilities**

- Comprehensive knowledge of inlingua curriculum, the inlingua levels and the programs of study at inlingua Vancouver dba INVO Career College
- Demonstrated ability to develop and deliver educational/communicative classes
- Demonstrated ability to assess student progress
- Demonstrated ability to be flexible and respond to change
- Demonstrated ability to work independently and in collaboration with others
- Demonstrated ability and knowledge to apply program and discipline specific policy and procedures
- Demonstrated skills in techniques appropriate to the program
- A minimum score of 8.0 in the IELTS Academic test

## Schedule C: Code of conduct for Teachers

### Code of conduct for Teachers

**Teachers** are expected to meet and adhere to the **Code of Conduct** set out in this policy while working at inlingua Vancouver dba INVO Career College.

If necessary, Teachers should request clarification from the **Director of Studies, Head Teachers or Executive Director**.

"**Teacher**" refers to a person who is presently employed at inlingua Vancouver dba INVO Career College to teach any classes or courses part of the ESL program or a Business Communication program.

#### **CODE OF CONDUCT**

While on the school premises, in the course of teaching, assisting with a school activity, team teaching, leading/attending Peer Educational Sessions and/or any other duties assigned, **Teachers**:

- ✓ must be on time for all classes (repeated lateness will result in disciplinary measures)
- ✓ must come to school in a presentable fashion
- ✓ must be fully prepared to teach assigned lessons
- ✓ must adhere to all school policies
- ✓ must always show respect and professionalism towards your students and colleagues
- ✓ must maintain a sense of decorum at all times

#### **BEFORE CLASS TIME**

##### **DO's**

- ✓ be sure to arrive at work no later than 5-10 minutes before a class is to begin
- ✓ be sure you are fully prepared for your classes with all copies and materials ready to go
- ✓ put time into planning your lessons; be aware and conscious of what you are teaching each day
- ✓ check the black tray for updated attendance lists and take your attendance folder with you to class

##### **DON'T's**

- ⊘ do not arrive 5 minutes before class unprepared and spend 5-10 minutes on the computer or photocopier; classes must start on time.
- ⊘ do not keep recycling the same lessons session after session; evaluate your lessons or worksheets to see if they need refreshing

### **DURING CLASS TIME**

#### **DO's**

- ✓ be conscious of scheduled break times avoid running over time and please do your best to follow the scheduled break times
- ✓ be mindful of not running over time during the lunch break or other breaks
- ✓ approach lesson topics with an open mind; create a safe environment where both yourself and your students can discuss the topics comfortably
- ✓ be aware of how you speak to your students; avoid being confrontational, condescending and avoid using inappropriate language
- ✓ be sure to include one field trip per session for the core classes in block 1 and block 2; plan it ahead of time; fill out the field trip form and hand in to the DOS or a Head Teacher for approval; attach a worksheet if possible outlining the educational aspect of the field trip
- ✓ you should set classroom rules about not using cell phones in class and be sure to lead by example by keeping your ringer volume turned down and setting your cell phone aside until break time

#### **DON'T's**

- ⊘ do not leave the class during class time except for using the bathroom or making an extra photocopy if needed;
- ⊘ do not leave the class to get a coffee or come speak to the DOS or an admin staff unless there is an emergency
- ⊘ topics such as politics, religion, personal issues or strong personal opinions should not be prevalent in the classroom however if they do come up, be sure to approach them with an open mind and guide your students to do the same
- ⊘ do not come late from lunch; please think about this before leaving the campus
- ⊘ do not use your cell phone during class time to text or check messages; set the right example for your students

### **OTHER IMPORTANT CONSIDERATIONS**

#### **DO's**

- ✓ if you wish to recommend a different level/class for a student, walk them to their counsellor and speak with the counsellor about it
- ✓ if a student approaches you about information for a Pathway partner, please direct them to speak to the Director of Pathways or a marketer; please do not try to counsel the student yourself

- ✓ if a Teacher receives a lot of feedback about their class or receives a lot of class change requests, the DOS will come in to observe the class; no prior notification will be given and follow up will be done within 24 hours of the observation
- ✓ it is very important to be sure to hand in your attendance sheets, scores and Academic Reports to the reception desk on the days and times requested
- ✓ always do your best to let the DOS or Head Teachers know if you are not able to teach your classes due to sickness ahead of time; if it is early in the morning, please contact the DOS or Head Teachers no later than 7:00am in order to have enough time to arrange a substitute Teacher for you; if you phone in sick at 8:00am or later, or ask for a sub right before a class starts, the DOS or Head Teacher will do their best to find a sub but it may not always be possible; combining classes should only be an emergency option

**DON'T's**

- ⊘ if you feel a student has been misplaced in a level, do not just ask a student to speak with their counsellor without following up in person and/or do not take the student to the other class and tell that Teacher the student should be in their class; there is a procedure for class changes that needs to be followed
- ⊘ if a student approaches you about information for a Pathway partner, do not speak negatively about the existing Pathway partner colleges or universities; we all need to work together to help promote our Pathway program and partners; direct the student to speak with the Director of Pathways, for full information on each pathway partner
- ⊘ Teachers should never confront a student when negative feedback is given; if the DOS approaches you to speak about some negative feedback, the DOS will not divulge who has given the feedback; should you have an idea of who has provided the school with the feedback, again, do not act on it by confronting the student(s)

**Schedule D: Simplified Lesson Plans – Daily, Weekly and Monthly**

**Monthly Lesson Plan Outline**

To be used for planning a monthly overview of all lessons: inlingua levels, electives, ACP, test preparation, business communication courses

Teacher:	class:	session date:
<b>Monthly Lesson Plan</b>		
<b>Week#1:</b>		
<b>Week#2:</b>		



**Week#3:**

**Week#4:**

**Weekly Lesson Plan Outline**

To be used for planning daily lessons for: inlingua levels, electives, ACP, test preparation, business communication courses.

Teacher:	Class:	Session Date:	Week#:
Monday:	<p><b>Objectives of the lesson (what are the main points to teach today):</b></p> <hr/> <p><b>Materials (list of materials to be used during lesson including Smart TV, audio, etc):</b></p> <hr/> <p><b>Lesson strategy/structure (how are you going to execute your lesson?):</b></p> <p><b>Present (Teacher talk time):</b></p> <p><b>Practice (Student practice of the language point):</b></p> <p><b>Production (Student speaking/writing time using the language point):</b></p>		
Tuesday:	<p><b>Objectives of the lesson (what are the main points to teach today):</b></p> <hr/> <p><b>Materials (list of materials to be used during lesson including Smart TV, audio, etc):</b></p> <hr/> <p><b>Lesson strategy/structure (how are you going to execute your lesson?):</b></p> <p><b>Present (Teacher talk time):</b></p> <p><b>Practice (Student practice of the language point):</b></p> <p><b>Production (Student speaking/writing time using the language point):</b></p>		

<p>Wednesday:</p>	<p><b>Objectives of the lesson (what are the main points to teach today):</b></p> <hr/> <p><b>Materials (list of materials to be used during lesson including Smart TV, audio, etc):</b></p> <hr/> <p><b>Lesson strategy/structure (how are you going to execute your lesson?):</b></p> <p><b>Present (Teacher talk time):</b></p> <p><b>Practice (Student practice of the language point):</b></p> <p><b>Production (Student speaking/writing time using the language point):</b></p>
<p>Thursday:</p>	<p><b>Objectives of the lesson (what are the main points to teach today):</b></p> <hr/> <p><b>Materials (list of materials to be used during lesson including Smart TV, audio, etc):</b></p> <hr/> <p><b>Lesson strategy/structure (how are you going to execute your lesson?):</b></p> <p><b>Present (Teacher talk time):</b></p> <p><b>Practice (Student practice of the language point):</b></p> <p><b>Production (Student speaking/writing time using the language point):</b></p>

Friday:	<p><b>Objectives of the lesson (what are the main points to teach today):</b></p> <hr/> <p><b>Materials (list of materials to be used during lesson including Smart TV, audio, etc):</b></p> <hr/> <p><b>Lesson strategy/structure (how are you going to execute your lesson?):</b></p> <p><b>Present (Teacher talk time):</b></p> <p><b>Practice (Student practice of the language point):</b></p> <p><b>Production (Student speaking/writing time using the language point):</b></p>
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**Daily Lesson Plan Outline**

To be used for planning daily lessons for: inlingua levels, electives, ACP, test preparation, business communication courses.

<b>Teacher:</b>	<b>Class:</b>	<b>Unit#:</b>
<b>Daily Lesson Plan</b>		
<b>Objectives of the lesson (what are the main points to teach today):</b>		
<b>Materials (list of materials to be used during lesson including Smart TV, audio, etc):</b>		
<b>Lesson strategy/structure (how are you going to execute your lesson?):</b>  <b>Present (Teacher talk time):</b>		

**Practice (Student practice of the language point):**

**Production (Student speaking/writing time using the language point):**

## **Letter of Understanding 1 – Christmas vacation period**

Between

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

And

The Education and Training Employees' Association L-7  
("The Union")

Re: CHRISTMAS VACATION PERIOD

In 2018, the Employer will close the school on Friday December 21<sup>st</sup> 2018 at 15:10 pm. The school will remain closed for the weekdays between the Boxing Day holiday and the New Year's statutory holiday. The school will reopen on Wednesday January 2<sup>nd</sup> 2019.

In 2019, the Employer will close the school on Tuesday December 24<sup>th</sup> 2019 at 15:10 pm. The school will remain closed for the weekdays between the Boxing Day holiday and the New Year's statutory holiday. The school will reopen on Thursday January 2<sup>nd</sup> 2020.

Teachers 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 paid days will be deducted from the Teacher's bank of vacation time.
- Alternatively, the Teacher may choose to remain unpaid for those days (4 in December 2018, 3 in December 2019), 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 Teacher will state their preference in writing to the payroll department. If no preference is stated, the Teacher will be unpaid for those days.

Teachers 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. Any vacation time scheduled concurrently or in sequence with the holiday closure will be subject to Article 16 (Vacations) of this Collective Agreement.

COLCANADA TRADING CORP. DBA INLINGUA VANCOUVER DBA INVO CAREER COLLEGE  
EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION LOCAL 7  
PROPOSAL FOR A COLLECTIVE AGREEMENT – EFFECTIVE JULY 1, 2017 (PROPOSED ON APRIL 30, 2018)

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 Teachers for the upcoming holiday season will be respected.

Dated at \_\_\_\_\_ BC this \_\_\_\_\_ day of May 2018.



**Letter of Understanding 2 – Additional classes in addition to regular hours**

Between

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

And

The Education and Training Employees' Association L-7  
("The Union")

Re: ADDITIONAL CLASSES IN ADDITION TO REGULAR HOURS

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

- 1) A Teacher may agree to work more than 6.50 hours per day or 32.50 hours per week if the Teacher chooses to instruct additional classes in addition to their normal workload.
- 2) Where a Teacher works additional classes in accordance with Item 1) above, that Teacher 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 Teacher 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) Additional work will be initially offered based on qualifications and seniority to those Teachers working fewer than 4.83 hours per day.

Dated at \_\_\_\_\_ BC this \_\_\_\_\_ day of May 2018.

**Letter of Understanding 3 – Article 18 hours of work, workload and assignments for Teachers**

Between

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

And

The Education and Training Employees' Association L-7  
("The Union")

Re: ARTICLE 18 HOURS OF WORK, WORKLOAD AND ASSIGNMENTS

Notwithstanding the provisions of article 18 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, curriculum development, development of 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 18.5, 18.10 and 18.11 a Teacher 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 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) Teachers 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 May 2018.

## **Letter of Understanding 4 – Compensation and Stipulations for Tourism and Hospitality Instructors**

Between

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

And

The Education and Training Employees' Association L-7  
("The Union")

Re: Compensation and work stipulations for Instructors teaching Tourism and Hospitality courses

1. Notwithstanding the definitions of article 2, the provisions of article 18, the salary table presented in Schedule A, or any other provision of the Collective Agreement, the Employer and the Union agree to the following terms and conditions for Tourism and Hospitality Instructors.
2. The Employer agrees that Tourism and Hospitality Instructors will be members of the Union.
3. The Union and the Employer have agreed to limit all the specific terms and stipulations for Tourism and Hospitality Instructors to those mentioned on this letter of understanding.
4. Where the term Employee or Employees is used in the articles of the collective agreement, it will include the Tourism and Hospitality Instructors. Where the term Teacher or Teachers is used, it will not include the Tourism and Hospitality Instructors.
5. The Employer will not negotiate with Tourism and Hospitality Instructors any work conditions if they have already been accepted by both the Employer and the Union in this collective agreement.
6. The Union understands that compensation and other work stipulations are different for Tourism and Hospitality Instructors, in accordance with the labour market in Vancouver for these jobs and with provincial regulations from PTIB.
7. The Union understands that the Employer has been hiring Tourism and Hospitality Instructors since June 2017 on short term contracts and has renewed them for additional terms.
8. The following terms are agreed:
  - *Tourism and Hospitality Instructor*: One who is hired to teach courses that are part of any of the Hospitality Management programs offered by the Employer. This definition excludes *Teachers* as defined in the article 2 of the collective agreement.

COLCANADA TRADING CORP. DBA INLINGUA VANCOUVER DBA INVO CAREER COLLEGE  
EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION LOCAL 7  
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- *Tourism and Hospitality Regular Instructor*: A Tourism and Hospitality Instructor who has passed probation and works on a continuing basis.
- *Tourism and Hospitality Term Instructor*: A Tourism and Hospitality Instructor who works full or part time and who works for a period of 12 weeks on a single contract. This contract can be renewed an indefinite number of times and the employee will not become a *Tourism and Hospitality Regular Instructor*. A *Tourism and Hospitality Term Instructor* may be dismissed by the Employer for unsuitability.

9. Preparation time:

- a. Preparation time for courses that are part of Hospitality Management programs of instruction: 10 minutes of preparation time for every 100 minutes of teaching time. Those teaching 1 course or 100 minutes per day will be paid 10 minutes of preparation time. Those teaching 2 courses or 200 minutes per day will be paid 20 minutes of preparation time. Those teaching 3 courses or 300 minutes per day will be paid 30 minutes of preparation time.
- b. Preparation time for courses that are part of Hospitality Management programs of instruction for Teachers teaching these courses for the first time: 20 minutes of preparation time for every 100 minutes of teaching time of the new course.

10. Training for Teachers teaching courses part of Hospitality Management programs: The Employer will help train up to four Teachers per year who have the required experience but lack the required certification to obtain a certificate in Hospitality Management from AHLEI. The Employer will cover the cost of the course and will offer a one-time only stipend of \$250 to the Teachers for the time it takes to complete the course; the stipend is contingent on the Teachers passing the course. This stipend only applies to inlingua Vancouver dba INVO Career College Regular Teachers. It will not apply to any external candidates.

11. Benefits: All Tourism and Hospitality Regular Instructors who have completed probation and who teach 20 hours per week will be eligible for full benefits as indicated on articles 20.1 to 20.4. Where a Tourism and Hospitality Regular Instructor's teaching hours are reduced to less than 20 hours per week, the Tourism and Hospitality Instructor shall continue on the appropriate benefits plans for the calendar month during which the reduction occurs. The Tourism and Hospitality Instructor may also continue in the month following, provided the Tourism and Hospitality Instructor prepays the employee's share of the premiums. Tourism and Hospitality Instructors who have completed probation and who teach less than 20 hours per week shall not be eligible for benefits.

12. Determination of wages for Tourism and Hospitality Instructors:

- a) Tourism and Hospitality Instructors will be paid in accord with the salary table in this letter of understanding

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 PROPOSAL FOR A COLLECTIVE AGREEMENT – EFFECTIVE JULY 1, 2017 (PROPOSED ON APRIL 30, 2018)

- b) Pay calculation: The pay calculation for a Tourism and Hospitality Instructor shall be the teaching rate in the salary table in this letter of understanding for that Instructor times the number of assigned teaching hours worked, plus the preparation time.

13. Salary Table for Tourism and Hospitality Instructors

Pay Grade	January 1 2018 to December 31 2018	January 1 2019 to December 31 2019
1	\$27.89	\$28.38
2	\$28.91	\$29.42

Placement on Salary Table for Tourism and Hospitality Instructors:

*Pay Grade 1:*

- approved degree/diploma/certificate related to Hospitality Management and / or Customer Service and
- 24 months of full-time occupational experience in Hospitality Management and / or Customer Service.

*Pay Grade 2:*

- All those listed for Pay Grade 1 and
- bachelor's degree and
- 12 months of full-time teaching experience in Hospitality Management programs directly related to the program of instruction hired for or 36 months of part-time teaching experience in Hospitality Management programs directly related to the program of instruction hired for

General Notes:

- Degrees must be from accredited educational institutions.
- Applicants will be required to submit all relevant educational documents.

Dated at \_\_\_\_\_ BC this \_\_\_\_\_ day of May 2018.

**Letter of Understanding 5 – Article 18 hours of work, workload and assignments for Teachers who also work as Tourism and Hospitality Instructors**

Between

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

And

The Education and Training Employees' Association L-7  
("The Union")

Re: Compensation and work stipulations for Teachers teaching any type of courses and  
Tourism and Hospitality courses

Notwithstanding the provisions of article 18 or any other provision of the Collective Agreement,  
the Employer may assign Tourism and Hospitality courses to Teachers.

If a Teacher teaches courses part of the Tourism and Hospitality programs and also teaches  
any other courses or lessons, they will not claim overtime or time and half, even if their hours  
of work exceed 8 hours per day.

Dated at \_\_\_\_\_ BC this \_\_\_\_\_ day of May 2018.

**Letter of Understanding 6 - Article 18.11.c) – Preparation time for special private lessons**

Between  
COLCANADA TRADING CORP. dba inlingua Vancouver dba INVO Career College  
("The Employer")  
And  
The Education and Training Employees' Association L-7  
("The Union")

Re: ARTICLE 18.11.c) – PREPARATION TIME FOR SPECIAL PRIVATE LESSONS

Notwithstanding the provisions of article 18.11.c), preparation time for special private lessons not regularly covered by an inlingua Vancouver dba INVO Career College regularly offered programs, such as GRE or GMAT and other highly specialized courses, will have a different preparation time.

The Union and the Employer agree to define the preparation time for these lessons on a case by case basis. An Executive of the Union will meet with a representative of the Employer and will negotiate the specific conditions with regards to the specific lessons.

Dated at \_\_\_\_\_ BC this \_\_\_\_\_ day of May 2018.