

Collective Agreement

Between

Ontario Secondary School Teachers' Federation
(hereinafter referred to as the Union or OSSTF)

Representing

The Teachers Employed by The Language Workshop
Inc. of District 34 of the OSSTF
(herein referred to as the Bargaining Unit)

And

The Language Workshop Inc.
(hereinafter referred to as the Employer or the
School)

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ARTICLE 1 - PURPOSE

- 1.01 It is the general purpose of this agreement to establish mutually satisfactory arrangements between the School and the Bargaining Unit (hereinafter referred to as the Parties), and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory conditions of work and salaries for all teachers who are subject to the provisions of this agreement.
- 1.02 It is the intent of the Parties to maintain harmonious relationships in the cooperative endeavor to deliver the highest quality of services to students in The Language Workshop.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the bargaining agent authorized to negotiate on behalf of its members employed by the Employer to teach in the City of Toronto.
- 2.02 The Employer recognizes the negotiating team of the Bargaining Unit, or its duly authorized representatives, as the group authorized to negotiate and administer a Collective Agreement on behalf of the Union.
- 2.03 The Employer recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.04 The Employer further recognizes the right of a member to be represented at any disciplinary meeting by his or her steward.
- 2.05 All employees shall become Union members as the first day of work, as a condition of employment, and shall remain Union members in good standing.

ARTICLE 3 - DEFINITIONS

- 3.01 The following will be the only definitions of teachers recognized by the employer and the bargaining unit: (1) Probationary Teacher; (2) Part Time Teacher; (3) Full Time Teacher; (4) Casual or Substitute Teacher (it is understood that the words "substitute" and "casual" are interchangeable).

3.01.01 A newly hired teacher shall serve a probationary period of three hundred (300) hours of assigned duties, in the aggregate with extension for absences exceeding thirty (30) days. The probationary period may be extended up to a further three hundred (300) hours of assigned duties with the consent of the Parties.

The teachers seniority date is from their date of hire, however teachers shall only be placed on the seniority list following their successful completion of the probationary period(s).

3.01.02 Any period of service on probation shall not prevent, cancel or retard any increases in the salary rate as provided in the salary schedule.

3.01.03 A full-time teacher is one who regularly has assigned duties of twenty-five (25) hours per week.

3.01.04 A part-time teacher is one who regularly has assigned duties of less than twenty-five (25) hours per week.

3.01.05 A casual teacher is one who does not have duties regularly assigned but who is called upon from time to time to substitute for an absent teacher or assume temporary teaching duties that otherwise cannot be assigned to another teacher that is less than full-time.

3.02 Assignments outside a teacher's regularly assigned duties shall be voluntary.

Nothing in this Agreement shall be construed as a guarantee of the minimum of hours for any classification of teacher. Instructional program of each school day shall be as defined in Article 12.04 in this agreement.

3.03 Offsite Workplace teaching assignments are defined as those at any public or private facility in the City of Toronto that has hired the Employer to provide teachers for the purposes of instructing its employees at an on-site location.

3.04 A private lesson is defined as one where a class is given to a client of a company not enrolled in another program. Classes can be held at the company's or the Employer's premises, subject to the client's preference.

3.05 A tutorial lesson is defined as an extra lesson given to an existing student(s).

ARTICLE 4 - UNION DUES AND ASSESSMENTS

- 4.01 On each pay date on which an employee receives pay, the Employer shall deduct, from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- 4.02 The OSSTF dues deducted in accordance with 4.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than thirty (30) days following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, the amounts deducted, and the number of days worked.
- 4.03 OSSTF and/or the Bargaining Unit, as the case may be, shall jointly and severally indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE 5 - RIGHTS AND RESPONSIBILITIES

5.01 Non-Discrimination

The parties agree that there shall be no discrimination practiced by or against employees on the basis of their race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, handicap, or membership in the Union.

Breach of this section may be grounds for discipline up to and including discharge.

5.02 No employee shall be disciplined or discharged without just cause.

The Employer shall ensure that employees work in an environment that is free from harassment, including sexual harassment, and the employer and the Union will both be responsible to address harassment by any person employed by the employer who is a member of the Bargaining Unit where a member of the Bargaining Unit is involved. This does not preclude the Union from representing its members during any investigation.

5.03 With the exception of employees who have been declared permanently disabled in excess of two years, no employee shall be discharged while receiving benefits

under a sickness, accident or disability plan. Employees who become employed elsewhere while receiving these benefits shall be subject to immediate dismissal.

5.04 Management Rights

The Union recognizes that it is the exclusive responsibility and function of the employer to manage its facility, and without limiting the generality of the foregoing, the employer's rights include:

- (a) The right to maintain order, discipline and efficiency; to make, alter, and enforce rules and regulations, policies and practices to be obeyed by its employees, to discipline and to discharge employees for just cause; the right to select, hire, and control the working force and employees; to transfer, assign, promote, demote, classify, lay-off, recall, suspend and retire employees; to plan, direct, and control operations;
- (b) To select and retain employees into the bargaining unit and to transfer employees into the bargaining unit;
- (c) The right to operate and manage the employer's business in order to satisfy its commitments and responsibilities; the right to determine the kind and location of business to be done by the employer; the direction of the working forces; the scheduling of work; the number of shifts; the methods, processes, and means by which work is to be performed; job content, quality and quantity standards; the right to use improved methods and teaching aids; the right to determine the number of employees needed by the employer at any time; the number of hours to be worked; the starting and quitting times;
- (d) The right to manage the business of the employer without interference;
- (e) The sole and exclusive right and jurisdiction over operations, buildings, teaching materials and equipment shall be vested in the employer.

Management agrees not to exercise these rights in an arbitrary or discriminatory manner, or in a manner that violates any applicable legislation, or in a manner inconsistent with the terms and conditions of this agreement.

5.05 Existing Practice

- 5.05.01 The employer agrees to discuss with The Bargaining Unit President, or designate any modification to policies which may affect the status or working conditions of Bargaining Unit members.

5.06 Union Rights

- 5.06.01 The Employer shall provide the Bargaining Unit President, or designate, on a current basis, with the following information in writing; this information shall include but is not necessarily limited to:
- a) job postings, hiring, promotions
 - b) written warnings, suspensions, discharges
 - c) layoffs, recall
 - d) extended sick leave(s)
 - e) resignations, retirements, death
- 5.06.02 The bargaining unit shall be allowed to carry out union business on the employer's premises at times and locations approved by the Employer.
- 5.06.03 The employer shall provide a bulletin board at an appropriate location for the use of the bargaining unit. The bargaining unit shall have the right to post notices relating to matters of interest to its members. The employer shall initial all posted material and shall not unreasonably restrict posting of materials.
- 5.06.04 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and to advise a new employee of the name of the bargaining unit president so that the employee can be advised of the terms and conditions set out in the agreement.
- 5.06.05 The bargaining unit shall notify the employer in writing of the names of representatives as follows: bargaining unit officers and bargaining unit designates to joint employer/union committees. There shall be a limit of two (2) Employees per committee.

ARTICLE 6 - NEW POSITIONS, VACANCIES AND TRANSFERS

6.01 Job Postings

- 6.01.01 All vacancies or other job postings shall be posted in the main workplace for a minimum of one (1) week before applications are due. Offsite employees shall be notified by other means within two (2) working days of postings.

- 6.01.02 When a vacancy or new position arises for any reason whatsoever, the employer may advertise externally and hire a probationary teacher only if the position cannot be filled by teachers presently on staff employed as part-time or full-time teachers.
- 6.01.03 All qualified teachers who apply for a posted vacancy or posting shall be considered for the position.
- 6.01.04 a) In selecting the successful applicant, the employer will consider the qualifications, experience, and performance of the applicant.
- b) Where two (2) or more applicants are equally qualified, the one with the most seniority shall be given the position.
- 6.01.05 The employer will advise the Bargaining Unit President and the unsuccessful applicant(s) within five (5) working days after the position is filled. The right of the employee(s) to grieve shall flow from the date on which they are so notified.

ARTICLE 7 - OFFSITE WORKPLACE - PRIVATE LESSONS - OPTIONS

- 7.01 All offsite workplace assignments, private lesson teaching assignments, and option teaching assignments shall be voluntary.
- 7.01.01 Offsite Workplace Teaching Assignments:
- (1) Offsite Workplace assignments shall be posted.
- (2) Offsite teachers shall be selected with regard to the client's need. The employer shall endeavour to distribute offsite work in an equitable manner; however, it will select the successful applicant who best satisfies the client's requirements. In the event that no internal applicant satisfies the client's requirements, the employer may advertise externally.
- 7.01.02 Private Lesson Assignments:
- a) Where a client has no preference, private lesson teaching assignments shall be used to increase the entitlement of part-time teachers.
- b) Where a client requests a particular teacher, that teacher, if available, shall be given the private lesson teaching assignment.

- c) Where a client has no preference and a part-time teacher is unavailable, a full-time teacher shall be offered the assignment based on the criteria outlined in 7.01.01.

7.01.03 Options Teaching Assignments:

- a) Option teaching assignments shall be used to increase the entitlement of part-time teachers.
- b) Where a part-time teacher is unavailable, a full-time teacher shall be selected based on the criteria outlined in 7.01.01.

ARTICLE 8 - EVALUATION

8.01 Personnel File

8.01.01 The only recognized personnel file of an employee shall be maintained by the employer and shall be available to the employee for inspection, provided that the employee provides the employer with reasonable notice of his or her desire to inspect the file. Personnel files may be inspected only in the presence of the employer at a reasonable time during the regular working hours of the employer.

8.01.02 An employee shall be entitled upon request copies of any material contained in the employee's personnel file.

8.01.03 Documents contained in an employee's personnel file which are of a disciplinary nature shall be removed from the file and returned to the employee no later than five (5) years after their date of issue, and no continuing reference to the documents shall remain in the file.

8.02 Performance and Evaluation Process

8.02.01 Performance appraisals shall be carried out by management personnel only and no member of the bargaining unit shall evaluate or participate in the evaluation of another member. The performance appraisal process is the method in which a teacher's competence can be assessed and evaluated. For greater clarity, The employer shall not make a performance decision in respect to the teacher exclusively on the basis of a student evaluation.

- 8.02.02 The performance appraisal process shall be founded on the following principles:
- a) It is a means to provide feedback to assist in teacher improvement and career development based upon genuine criteria for judgment;
 - b) The performance appraisal process is dynamic and requires on-going consultation;
 - c) The parties have a joint interest in the performance appraisal process;
 - d) That there is open communication between the teacher and the employer to discuss individual issues surrounding the performance appraisal process.
- 8.02.03 The Joint Management/Union Committee shall continue to meet and review as necessary the performance appraisal process for all teachers based upon the principles in Article 8.02.02.
- 8.02.04 Teachers shall have the option to receive student surveys either in raw or summary form. Teachers shall provide the employer with written confirmation of the manner in which they wish to receive the surveys.

ARTICLE 9 - COPIES OF THE COLLECTIVE AGREEMENT

- 9.01 Newly hired employees shall be provided with a copy of this agreement upon hire.

ARTICLE 10 - WAGES

10.01 Wages

- 10.01.01 Hourly wages shall be determined according to Appendix A attached hereto and forming part of this agreement.
- 10.01.02 No employee covered under this agreement shall be paid more or less than any other employee who possesses the same or equivalent qualifications and recognized teaching experience and has the same or equivalent responsibility.

10.01.03 No current employee shall suffer a reduction in wages as a result of the implementation of the wage schedule.

10.01.04 For the purpose of movement on the wage schedule employees shall move to the next higher wage rate annually on the anniversary date of their commencement of employment with the employer.

10.02 Allowances

10.02.01 Travel Allowances

- a) Teachers who are required to travel from the school to an off-site workplace location not reachable by transit shall receive reimbursement for travel expenses. This amount is to be determined prior to the teachers commencing the assignment.
- b) Where the Employer requires that a personal vehicle is used, reimbursement shall be at 31 cents per kilometre. Method of travel shall be as agreed between the teacher and immediate supervisor.

10.02.02 Post-graduate degree allowance

Please see Appendix A

10.02.03 Off-site Workplace Allowance

Please see Appendix A

10.02.04 Private Lesson Allowance

Please see Appendix A

10.02.05 Premium Course Allowance

Please see Appendix A

10.03 Related Teaching Experience for Grid Placement

10.03.01 (a) Teachers shall be credited for all documented relevant teaching experience for placement on the wage scale. Relevant teaching experience is defined as ESL or EFL to adult and/or young adult

international students in immersion-type programs, or at an ESL or EFL institution. Additionally, experience teaching ESL/EFL to teenage international students in immersion-type programs would be relevant for Teen Activity Program or specialty study tour offered for this age group.

- (b) Teachers will be required to furnish written documentation from previous employers to substantiate their experience. The documentation must be received within 30 days of employment.
- (c) Should documentation, which would substantiate experience, be received following the commencement of employment, any credit for teaching experience would be effective from the first day of receipt of documentation and shall not be retroactive if received. The Employer may extend this by an additional 30 days in exceptional circumstances.
- (d) The Employer reserves the right to verify any documentation presented.

10.03.02 Credit shall be granted up to the maximum of the grid wage rate.

10.03.03 For the purposes of 10.03.02 the aggregate verified related teaching experience shall be calculated as years and completed Study Blocks (20 days). Teachers will be given a credit of one full year for each year of full-time teaching worked. Teachers will be given credit on a pro-rata basis for any part of a year worked or any part-time worked within a year or part thereof. Teachers will receive credit for each complete Study Block (20 days) worked. Vacation, sick days, personal days, bereavement days, and maternity/parental leave taken within a study block will not affect the calculation of aggregated experience. Time off taken during a leave of absence or unpaid days will not be counted towards aggregate teaching experience.

10.04 Reimbursement by Employer of Legal Costs

10.04.01 The Employer agrees to provide legal representation in cases where an action is brought simultaneously against the teacher and the school and where the interests of the teacher and the school do not conflict.

10.05 Pay Date

- 10.05.01 Teachers who leave the Employer's employ will be paid any wages owing up to the last day worked and any outstanding vacation pay to which they are entitled.
- 10.05.02 Teachers who work a full calendar year (as defined in 12.11) shall be entitled 26 pays, commencing on the third Friday worked in the first study block of any given year and concluding on the first Friday of the first study block of the following year, where the last pay will represent the balance of any unpaid wages. The Employer reserves the right to make changes in accordance with the needs of the business. Any changes shall be subject to the agreement of both parties.
- 10.05.03 Teachers who work for a portion of the year shall also be paid bi-weekly as defined in 10.05.02.
- 10.05.04 Currently, the teachers' pay is made by direct deposit to a financial institution of their choice. The employer reserves the right to make changes in accordance with the needs of the business, subject to discussion with the bargaining unit.
- 10.05.05 Teachers shall submit a timesheet every two weeks to the ESL Assistant in order to get paid. The timesheet shall contain hours (as defined in 10.05.02) for the two preceding weeks of work ending the Friday of the week before the pay date (the Friday of weeks 2 and 4 of any given study block). Timesheets must be received no later than 9:00 a.m. on the Monday of the pay week (weeks 1 and 3 of any given study block). Teachers cannot be paid without submitting a timesheet by the deadline. Teachers shall carry forward any hours owing to the next pay date.
- 10.05.06 Timesheets must be accurately filled out. Teachers shall indicate the date, the times and the class according to its level name and identifying number. If a teacher has had another teacher substitute for him/her for any period of time in the pay period, the teacher shall indicate, whenever possible, the name of the sub and the date and hours subbed by the other teacher. If a teacher has substituted for another teacher, the substituting teacher shall write the name, when known, of the absent teacher subbed for, as well as the day, the times and the program name, and class level name and number.
- 10.05.07 All absences paid and unpaid, and any additional hours must be recorded on the timesheet and properly identified.
- 10.05.08 Any additional or project hours must be approved by the Assistant Director.

- 10.05.09 Teachers shall submit all receipts for private or tutorial classes and for any approved reimbursements with the timesheet in order to receive payment.
- 10.05.10 Teachers will report any errors on their timesheet promptly to the payroll administrator, or designate.
- 10.05.11 Teachers shall attach any and all relevant lesson plans to their timesheet, if required.
- 10.05.12 Teachers shall inform the payroll administrator, or designate of change of information, such as address, contact person, banking info, etc

10.06.01 Vacation and Holiday Pay

10.06.01.01 The following shall be recognized as paid holidays:

New Years Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Simcoe Day
Labour Day	Thanksgiving
Remembrance Day	Christmas Day
Boxing Day	Family Day

And any other day proclaimed as a statutory holiday by the Government of Canada or the Province of Ontario.

- 10.06.01.02 Full-time teachers shall receive regular wages for the holiday day.
- 10.06.01.03 Part-time and casual teachers shall be paid for the holiday if they worked both the day immediately preceding and the day immediately following the holiday in accordance with the Employment Standards Act.
- 10.06.01.04 Part-time and casual teachers who meet the requirement defined in 10.06.01.03 shall receive the average of the daily hours in the pay period leading up to the holiday day.

10.06.01.05 Teachers on vacation or on a sick day on a said holiday day shall be paid for the holiday subject to the terms described in articles 10.06.01.02, 10.06.01.03 and 10.06.01.04 and will receive the credit for the vacation or sick day in the pay period.

10.06.01.06 When any of the said holiday days fall on a Saturday or Sunday, the Employer shall schedule a lieu work day off with pay in accordance with the needs of the school and in accordance with the Employment Standards Act.

10.06.02 Vacations

10.06.02.01 Full-time teachers, after one year of employment, shall be granted vacation according to the following:

Years of service	Vacation
0 to 1 year completed	2 weeks or 4%
2 to 4 years completed	3 weeks or 6%
5 to 10 years completed	4 weeks or 8%
10 years plus	5 weeks or 10%

10.06.02.02 Employees working less than full-time hours shall be granted annual vacation equal to the percentage of their entitlement in 10.06.02.01 of total hours worked.

10.06.02.03 Vacation entitlement will be calculated from January 1 to December 31 of any given year. Teachers will be required to submit their choices of vacation, in writing, by the end of Study Block 13 each year. Allocation of vacation will be made on the basis of seniority and the needs of the business. No vacation request shall be unreasonably denied.

10.06.02.04 For any vacation time not taken by a teacher by the end of any calendar year, the equivalent in cash shall be paid to the teacher.

10.06.03 Casual Teachers

10.06.03.01 Vacation pay for each Casual teacher shall be calculated by percentage of entitlement on gross pay and automatically added to each pay cheque.

ARTICLE 11 - CONTRACTING OUT

11.01 The Employer shall not contract out bargaining unit work if doing so would result in a lay-off of bargaining unit personnel.

ARTICLE 12 - WORKING CONDITIONS

12.01 Instructional Time

12.01.01 Each full-time teacher is to be assigned 25 hours paid, including contact hours, testing and break time. The exception is with the first day of each study block; when teachers shall be required to mark written tests, conduct oral assessment, run workshops, and perform other duties, both teaching related and administrative for the duration of the hours they are scheduled.

Teachers will be paid a salary representing their current normal hours per week of teaching and their current normal prep hours times the hourly rate established on the wage grid in Appendix A. Any additional hours and any applicable prep time shall be added to their pay cheques on a bi-weekly basis.

12.01.02 Once assigned, the terms and conditions shall remain unaltered except by mutual agreement with the teacher and the employer.

12.01.03 Teachers shall be assigned duties only during their instructional time. Outside their regular duties, any additional duties shall be voluntary.

12.01.04 Each teacher shall have a lunch break of a minimum (45) forty-five minutes.

12.01.05 With the exception of the first day of a study block, no teacher shall be assigned administrative duties performed by management unless agreed to by the teacher. These duties must not involve disciplining another union member or other work considered to be managerial.

12.01.06 Attendance at teacher meetings shall be mandatory and teachers shall be compensated at their regular hourly rate for any time spent at meetings without the payment of preparation time pay. All teacher meetings shall be scheduled in advance.

12.02 Preparation Time

12.02.01 Teachers receive 14% preparation time for full-time Core and Intensive, Business, Examination and Specialty programs. No preparation time is paid on private, tutorial, or workplace hours.

12.03 Lesson Plans

12.03.01 Upon request, lesson plans shall be required by the Employer under the following conditions:

- (a) From all Probationary Teachers
- (b) From all casual/substitute teachers
- (c) From all teachers, for class(es) in which the Employer will conduct an observation for the teacher's performance appraisal. The lesson plan must be given to the Employer at the start of the class to be observed.
- (d) From all teachers teaching a level or program s/he has not taught before or hasn't taught in the past two years. Lesson plans are to be turned in for the initial two study blocks in which the teacher commences teaching the level, if required.
- (e) From all teachers using a new curriculum s/he has not taught before. Lesson plans are to be turned in for the initial two study blocks, if required.
- (f) From all teachers who are receiving remedial training or support because of an unsatisfactory performance appraisal until such time their performance appraisal in the documented areas of the appraisal improves to satisfactory levels.
- (g) Lesson plans are defined as a record of material covered during class.

- (h) Lesson plans are to be turned in as soon as possible but no later than the end of the study block, when required.

12.04 Teacher Workload

- 12.04.01 Elapsed time shall mean that period of time from the beginning of a teacher's assigned time to the end of the teacher's assigned time on any regular work day.

12.04.02 25 lessons

A regular full-time teaching day, Monday to Thursday inclusive shall not exceed six (6) hours and forty-five (45) minutes, and is comprised of four fifty-minute periods, one sixty-five minute period, one fifteen minute break and one forty-five minute lunch period.

A regular full-time teaching day on Friday shall not exceed three (3) hours and twenty-five (25) minutes and is comprised of four fifty-minute periods, one fifteen minute break.

- 12.04.03 No teacher shall be allocated assigned time over a continuous interval exceeding 120 minutes.
- 12.04.04 Any provisions made in 12.04.01 to 12.04.03 inclusive shall be pro-rated to apply to part-time teachers teaching intensive options, private lesson, and tutorials. These provisions can only apply to teachers teaching in the General, Examination, Business and Specialty Programs (as defined in 13.01.01).
- 12.04.05 For purposes of clarity, in articles 12.01 - 12.04, the above terms and conditions shall only be altered if the employer is required to do so as a condition of its affiliation with Global Village English Centres. No change shall occur until the bargaining unit has been consulted.

12.05 Reasonable Access

- 12.05.01 The employer shall ensure that each employee has reasonable access to work areas, records, supplies, and all other amenities necessary to the duties assigned.

12.06 Teacher Workload

- 12.06.01
- (a) The employer shall ensure that all teachers have a fair and equitable opportunity to be assigned to any levels and/or any specialty classes, including but not limited to CPE, CAE, FCE, TOEFL, IELTS, BEP, and TAP;
 - (b) In the case of Examination Courses, teachers will also be required to have substantial experience in teaching the material required for the program;
 - (c) The term rotation shall be divided as follows for General programs (GEP):
 - (i) Study Blocks 1, 2, 3, and 4;
 - (ii) Study Blocks 5, 6, 7, and 8;
 - (iii) Study Blocks 9, 10, 11, 12, and 13.
- 12.06.02 In reference to 12.06.01, Order of Criteria for selections:
- (1) distribution by qualifications mutually agreed upon by the bargaining unit and employer.
 - (2) from the list of qualified candidates the first priority shall be given the most senior member to fill the position for a period of 4 study blocks after which the next most senior qualified candidate would be offered the position and a rotation as such would continue.
 - (3) if no other teacher with qualifications or seniority wants the position, the teacher presently teaching the position may continue in the position until the contrary becomes true.
- 12.06.03 All teachers shall be provided with copies of all levels of the curriculum and according texts from the lowest beginner level to the highest advanced level.
- 12.07 If the Employer closes the school in exceptional circumstances, the teachers shall suffer no loss of pay. The Employer may at its discretion compensate teachers who are unable to attend work as a result of unforeseen circumstances.

12.08 School Year

12.08.01 The school year shall be comprised of 13 four-week study blocks, except in years where the calendar is adjusted to include a five (5) week block to realign course start dates , commencing January through December of any given year. If the school closes for anything other than statutory holidays and paid days off, the teachers will not be paid.

12.00 Itinerant Employees

12.09.01 An itinerant employee is one whose assignment includes duties in more than one location in a day.

12.09.02 An itinerant employee shall have one work location designated as the home location of record.

12.09.03 An itinerant employee shall be compensated, as per the terms and conditions of the arrangements between the employer and the client, for travelling between home location and assigned work location. (same as 10.02.01)

12.09.04 An itinerant employee shall be provided personal workspace if required at the home location. Where possible and when warranted, and subject to approval of the client, employees will be provided personal work space at assigned work locations.

12.11 Mentoring Program

12.11.01 Teachers who are mentors to other teachers shall be compensated for the extra hours in which they are mentoring at their regular hourly rate. Participation in the mentoring program shall be voluntary and not be a requirement for the mentor teacher. The bargaining unit shall encourage participation in the mentoring program

12.11.02 The purpose of the mentoring program is to provide assistance and guidance to teachers from their peers and is not to be used as a tool to assess the performance of a teacher.

12.11.03 Any notes, minutes, written suggestions or criticisms that are shared between the mentor and the teacher shall be confidential to the mentor and the teacher.

ARTICLE 13 - STAFFING

13.01 Types of Positions

13.01.01 The following are the current types of teaching positions recognized by the Employer and the Bargaining Unit:

- (1) General ESL
- (2) Examination Programs: CAE, FCE, CPE, TOEFL, and IELTS
- (3) Business Programs: BEP and Work Experience
- (4) Specialty Programs: TAP, Study Tours
- (5) Off-site Work Place Programs and Off-site Private Lessons
- (6) Tutorials and Private Lessons (on-site)
- (7) Option courses (based on enrollment)

13.02 Required Qualification

13.02.01 In accordance with the Languages Canada Association (formerly CLC) Accreditation Scheme requirements, all teachers must have the following minimum qualifications:

I. Completion of an undergraduate university degree at an accredited post-secondary institution, and;

II. Completion of a Languages Canada Recognized TESL Training Program which includes:

a minimum 100 hours of theory and methodology and a supervised practicum of a minimum of 20 hours (10 hours of observation and 10 hours of teaching under the supervision of a certified instructor).

The employer confirms that all current teachers are qualified.

13.03 Replacement for Absent Teacher

13.03.01 (A) PLANNED/SCHEDULED ABSENCES

- (a) The Employee shall be responsible for arranging for a substitute teacher in the event of a planned and scheduled absence.
- (b) The employer will provide teachers with an up to date list each study block with the names and telephone numbers of possible substitute/casual teachers in the event of a planned absence. A copy of this list shall be provided to the Bargaining Unit each study block.
- (c) The teachers agree to call the substitute teachers on the list in the order that the substitute teachers names are presented.
- (d) The employer agrees to arrange for a substitute teacher for all booked vacation time.
- (e) The Teacher agrees to leave the substitute/casual teacher with a lesson plan and required materials for short absence(s) (up to three days).

(B) UNPLANNED ABSENCES DUE TO ILLNESS/INJURY

Teachers who are absent due to an unplanned illness or injury will provide appropriate lesson plans either verbal or written to the substitute teachers in advance of the start of the school day, as agreed by the parties during Labour/Management meetings, attached as Appendix B, subject to modifications by the Labour Management Committee.

13.03.02 When a teacher is absent or scheduled to be absent due to illness or injury, the employer must not replace the teacher permanently, but arrange for a substitute teacher for the duration of the absence allowing the teacher being subbed for to return to the position they occupied prior to the absence.

13.03.03 The employer shall attempt to distribute all available substitute/casual teaching work among all casual teachers on a fair and equitable basis.

- 13.03.04 The employer shall provide to the Bargaining Unit representative, if requested, a monthly report of all substitute/casual teaching work.
- 13.03.05 Substitute/casual teaching work cannot be performed by non-bargaining unit members unless the Bargaining Unit Members are not available.
- 13.03.06 A substitute/casual teacher may assume the duties of an absent teacher for a period of up to 20 days.
- 13.03.07 For absences in excess of 20 days, a replacement teacher shall be hired for the duration of the absence as specified in Article 6.

ARTICLE 14 - OCCUPATIONAL HEALTH AND SAFETY

- 14.01 The Employer agrees to comply with its obligations pursuant to the *Occupational Health and Safety Act* and regulations made thereunder.
- 14.02 The Parties agree to establish a committee with equal representation to develop terms of reference for a Health and Safety Committee. Terms of Reference are to be implemented in accordance with the Health and Safety Act.

ARTICLE 15 - BENEFIT PLAN

15.01 Monitoring Benefit Plan

- 15.01.01 The employer agrees to pay 60% of the overall Group Insurance Plan, for single or family coverage, for all full-time permanent employees. Furthermore, the employer shall direct payment of the employee's LTD premium to be drawn exclusively from the employee's contribution of the premiums.
- 15.01.02 Should it be necessary for the Employer to change carrier, the Employer agrees to implement, if possible, equivalent coverage for its employees. The employer agrees to provide the union with details of the master plan.
- 15.01.03 The Parties agree to discuss moving the benefits to a self insurance policy, should this possibility arise in the future.

ARTICLE 16 - SICK LEAVE

16.01 Protection on Sick Leave

- 16.01.01 An employee who is unable to report for work as the result of illness or injury shall be considered to be on a medical leave of absence provided the employee has contacted the employer. Employees absent for more than 3 consecutive days for illness or injury may be required to supply the Employer with a note from their Physician/healthcare provider. The employer agrees to reimburse the employee for the cost of the medical certificate when one is requested.
- 16.01.02 An employee on a medical leave of absence shall remain covered by the terms and conditions of this agreement, unless otherwise stated. The employee shall not receive pay during the leave of absence beyond his/her allocation of sick days.
- 16.01.03 The employer shall not terminate the employment of any employee on an approved medical leave of absence for a period of up to two years.

16.02 Sick Days

- 16.02.01 The employer shall maintain a sick leave plan for every employee who is a member of the Bargaining Unit.
- 16.02.02 The employer shall do all things necessary for the proper administration and conduct of the plan.
- 16.02.03 The employer shall maintain a record of each employee's sick days.
- 16.02.04 Each full-time employee shall be credited with (5) five sick days per calendar year, and allowed to carry forward up to (5) five unused sick days to the next calendar year.
- 16.02.05 Employees who commence employment during the work year shall be credited with pro-rated sick days for the balance of the year, rounded off to the nearest hour.

ARTICLE 17 - LEAVES OF ABSENCE WITHOUT PAY

- 17.01 The Employer, in its sole discretion, may grant to any teacher a leave of absence without pay. In those circumstances where leave is granted, there shall be no guarantee that the teacher will be able to return to the same position held prior to the leave, unless mutually agreed upon between the Employer and the teacher prior to the leave taking effect. Such leave shall not be unreasonably denied.
- 17.02 Notice of leave of absence shall be provided to the Employer 2 study blocks in advance of commencement.
- 17.03 Leave shall be with no gain nor loss of seniority and be for a maximum of 1 year.
- 17.04 Employees on unpaid leave shall be eligible to continue participation in the employee benefits in which the employee was enrolled prior to taking leave, provided the employee contributes one hundred percent (100%) of the premium cost.
- 17.05 Employees on unpaid leave are not permitted to work for a competitor employer in the City of Toronto during the course of the leave unless mutually agreed between the Employer and the teacher prior to commencing the leave.
- 17.06 Employees on a leave in accordance to Articles 18.01 and 18.05 or retired employees who are enrolled in the benefit plans may arrange to reimburse the employer for the cost of benefit premiums by way of automatic chequing.
- 17.07 Employees who are reimbursing the employer for the cost of benefit premiums by way of automatic chequing must give the employer two (2) months clear notice in writing before the employer will cease requesting withdrawals.
- 17.08 The surviving spouse and/or dependants of an employee shall be entitled to benefit coverage for three months following the death of the employee.

ARTICLE 18 - SHORT-TERM PAID LEAVES OF ABSENCE

18.01 Short-term Leaves for Personal Reasons

- 18.01.01 Employees shall be entitled to short-term leaves for as indicated in 18.01.03 without loss of salary, sick days, benefits, experience or seniority.

18.01.02 An employee shall make reasonable efforts to notify the Director in writing prior to taking the leave in accordance with 18.01.03. Where an emergency prevents prior notification of the need for the leave, an employee shall notify the employee's supervisor verbally as soon as possible of the leave which has been taken and confirm the leave in writing to the supervisor in writing at the earliest possible date.

18.01.03 Employees shall be entitled to short-term personal leave each work year subject to the following limitations:

	Leave Category	Limit in working days
18.01.03.01	Death of a spouse or child	5 days
18.01.03.02	Death of parent or sibling	3 days
18.01.03.03	Death of a family member other than 18.01.03.01, 18.01.03.02	1 day
18.01.03.04	Personal days	3 per year, which must be on the first Monday of a study block subject to approval and the needs of the business.
18.01.03.05	Religious Holidays	in accordance with ESA
18.01.03.06	Emergency Care of Dependant	may require medical evidence for illness

18.02 All short-term leaves may be extended for personal reasons without loss of salary, sick leave, benefits, experience or seniority by the Director or designate for compassionate or other reasons.

18.03 An employee whose need for a leave exceeds the work day limits set out in 18.01.03.01 to 18.01.03.04 may apply to the Employer for unpaid leave. Such a request shall not be unreasonably denied.

18.04 Employees shall be granted leave with pay and without loss of benefits, seniority or experience for five (5) days if called for selection of jury, not to include OLRB hearings or grievances.

18.05 Federation Leave

- 18.05.01 Federation leave up to 25 days shall be granted at the request of the Bargaining Unit President for the purpose of carrying out union business.
- 18.05.02 The Union shall reimburse the employer for the salary of the replacement (substitute) teacher.
- 18.05.03 Members on such leave shall have full salary and benefits including sick leave, experience, seniority.
- 18.05.04 The Bargaining Unit shall provide adequate notification requesting federation leave.

ARTICLE 19 - PREGNANCY LEAVE

19.01 Pregnancy Leave

- 19.01.01 The Employer agrees to abide by the pregnancy and parental leave provisions of the Employment Standards Act 2000 as amended.
- 19.01.02 The Employer agrees to provide a Teacher on Pregnancy Leave a Supplementary Employment Benefit (SEB) Plan approved by Human Resources Development Canada. The plan will pay an amount equal to the Employment Insurance rate for the two (2) week waiting period prior to the commencement of the Employment Insurance Pregnancy Leave Benefits.

19.02 Parental Leave

- 19.02.01 Parental leave shall be granted in accordance with the provisions of the Employment Standards Act 2000 as amended.

19.03 Family Medical Leave (Compassionate Care Leave)

- 19.03.01 Family Medical leave shall be granted in accordance with the Employment Standards Act, 2000 as amended.

ARTICLE 20 - SENIORITY, LAY-OFF AND RECALL

20.01 An updated seniority list shall be posted in the staff room and a copy provided to the Bargaining Unit on the Tuesday (or Wednesday due to a Statutory Holiday) of the beginning of each Study Block. The seniority list shall be open for correction for a 5 day period and will thereafter be deemed accepted up to the next posting.

- (a) Seniority is the ranking of employees in accordance with their length of employment with the school.
- (b) Seniority is defined as continuous service commencing from the first day of work.
- (c) A separate seniority list shall be maintained for substitute/casual teachers.
- (d) Approved absence of up to two years, including while on recall, shall not constitute a break in service.

20.02 Where a member is transferred to a position outside the Bargaining Unit, the member shall continue to pay union dues for up to two (2) years. The member may opt to forfeit all rights under the Collective Agreement (including seniority rights) by electing to cease being a member of the Bargaining Unit.

20.03 Lay-off

20.03.01 In case of lay-off, Teachers shall be laid off in reverse order of seniority providing the teacher has qualifications to perform the work remaining.

20.03.02 Notice of lay-off shall be given by the Employer to the employee, as well as the Bargaining Unit, in accordance with the Employment Standards Act 2000.

20.03.03 If an employee or the Bargaining Unit wishes to file a grievance about a lay-off, the grievance shall be filed within seven (7) working days after receiving the lay-off notice.

20.03.04 An employee's seniority rights shall cease to exist and the employee shall be deemed to have been terminated if an employee:

- (a) voluntarily quits the employ of the Employer;
- (b) is discharged, and such discharge is not reversed through the grievance procedure;
- (c) fails to report on the first day following the expiration of a leave of absence, without notifying the School of such absence, and providing to the Employer a satisfactory reason for such absence;
- (d) retires or is retired.

20.03.05 A teacher laid off shall be added to the casual teachers' seniority list if their name isn't already on it.

20.04 Recall

20.04.01 A teacher who has been laid off shall have and retain the following rights for a period of eighteen (18) months:

- (a) the right to recall on the basis of seniority provided the teacher is qualified for the position;
- (b) the teacher must return to work within two (2) working days if unemployed, within two (2) weeks if employed elsewhere. An employee employed elsewhere shall give the employer notice of his/her intent within two (2) working days of receipt of Notice of Recall. It shall be sufficient for the employer to send Notice of Recall to the Employee, by Registered Mail to the Employee's last known address.
- (c) The teacher may continue to participate in benefit plans with the teacher paying 100% of the premium.
- (d) A teacher may refuse recall only once and be placed at the bottom of the recall list. A second refusal shall result in loss of any recall rights.

20.05.01 The employer agrees not to hire externally until all teachers on the recall list are recalled and part-time teachers are given an opportunity to increase entitlement to full-time status.

- 20.05.02 Severance payments shall be in accordance with the Employment Standards Act 2000 as amended.
- 20.05.03 Substitute/casual teachers will be given first consideration before external hiring.

ARTICLE 21 - FULL-TIME AND PART-TIME TERM/CASUAL TEACHERS

21.01 Part-Time Employees/Casual Teachers

- 21.01.01 Employees in a part-time or casual teaching position shall be entitled to all rights and privileges of this collective agreement as if they were employed on a full-time basis, save and except where this agreement declares otherwise.
- 21.01.02 An Employee in a part-time position is entitled to receive all the benefits afforded full-time employees with the exception of the overall Group Insurance Plan, and Personal days off.
- 21.01.03 An employee in a part-time position shall have access to all unpaid leave provisions of this agreement.
- 21.01.04 An employee in a part-time position shall be credited sick days on a pro-rata basis.
- 21.01.05 Applications of full-time teachers requesting a part-time position shall be granted by the employer upon request.
- 21.02 Depending on the availability of positions, a casual teacher may at any time apply for a full or part-time teaching position.

ARTICLE 22 - GRIEVANCE AND ARBITRATION PROCEDURE

22.01 Definitions

- a) "grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this agreement, of any relevant legislation, or of an existing practice, including any question as to whether a matter is arbitrable.

- b) a "party" shall be defined as:
 - i) the Bargaining Agent (or Union);
 - ii) the Employer.
- c) "days" shall mean regular work days unless otherwise indicated.

22.02 Informal Stage

It is the mutual desire of the parties that grievances of employees be adjusted as quickly as possible. It is understood that an employee has no grievance until he or she has first given his or her immediate Supervisor an opportunity to adjust the complaint informally. Any complaint shall be discussed with the Supervisor concerned within five (5) days after the circumstances giving rise to the complaint occurred or originated. An employee is entitled to have union representation at any informal meeting if he/she desires. Any resolution at the informal stage is without prejudice and shall not be a precedent binding either party in any future action.

22.03 Grievance Procedure - Individual

In the case of a grievance by the Bargaining Agent on behalf of one of its Members, the following steps may be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

Step 1

If the reply of the immediate supervisor at the Informal Stage is not acceptable to the Bargaining Unit, within five (5) days the Bargaining Unit may initiate a written grievance with the Assistant Director or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Agreement; and
- ii) the clause(s) in the Collective Agreement alleged to be violated; and
- iii) the relief sought; and
- iv) the signature of the duly authorized official of the Bargaining Unit.

The parties to this Agreement recognize the Stewards and the OSSTF

Representatives as the Agents through which the employees shall process their individual grievances.

Step 2

If the reply of the Assistant Director or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within five (5) days to the Director of Programs or designate who shall answer the grievance in writing within five (5) days after receipt of the grievance.

Step 3

If the reply of the Director of Programs is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) working days of the receipt of the reply. Notwithstanding any of the above, if no referral to arbitration is made within twenty (20) working days, the grievance shall be considered to have been abandoned by the Bargaining Unit and the individual affected. If the employer does not respond within the time limits at any step of grievance procedure, the remedy requested shall be the remedy applied. All time limits in this grievance procedure are mandatory. Section 48(16) of the *Labour Relations Act* does not apply to the parties.

22.04 Grievance Procedure - Party

- (a) A "group grievance" is defined as a single grievance, signed by a Steward or an OSSTF Representative, comprising the group of employees who have the same complaint. Such a grievance must be dealt with at successive stage of the grievance procedure, commencing with Step 1.
- (b) A "policy grievance" is defined as a difference between the parties relating to the interpretation, application and administration of the Agreement including any question as to whether a matter is arbitrable, and is one that an individual employee could not grieve. A policy grievance may be submitted by either party at Step 2 of the grievance procedure. A policy grievance shall be signed by an OSSTF Representative, and submitted to the Employer. A policy grievance submitted by the employer shall be signed by the Employer or his Representative, and submitted to the OSSTF Representative with all necessary modifications in the grievance procedure.

In the case of all other grievances by a party (including those on behalf of a group of members, an individual member, a retired member or a deceased member) the party making the grievance may take the following steps in

sequence to resolve the matter.

Step 1

The party making the grievance may make a written grievance to the Director of Programs or President of the bargaining unit, as the case may be, who shall answer the grievance in writing within five (5) days.

The grievance shall contain:

- i) a description of how the alleged dispute is in violation of the agreement; and
- ii) the clause(s) in the Collective Agreement alleged to be violated; and
- iii) the relief sought; and
- iv) the signature of the duly authorized official of the party making the grievance.

Step 2

If the reply of the President of the Bargaining Unit or the Director of Programs, as the case may be, is not acceptable to the party making the grievance, that party may then apply for arbitration within twenty (20) working days of receipt of the reply.

22.05 Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be mediator and the frame in which a resolution is to be reached.

The time lines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the time lines in the grievance procedure shall continue from the point at which they were frozen.

- 22.06 a) When either party decides to submit a grievance to arbitration as per clause 22.03, the other party shall be so advised in writing, and shall at the same time advise whether it wishes to have the matter heard by a

Board of Arbitration or by a Sole Arbitrator.

- b) If the party serving the Notice opts for a Board of Arbitration, the two parties shall each put forward a Nominee within ten (10) working days, and shall each notify the other party of the name and address of the Nominee. The two Nominees so appointed shall jointly select an Arbitrator. If they are unable to agree on a selection of an Arbitrator within ten (10) working days of their appointment, either party to the dispute may request the Minister of Labour to appoint an Arbitrator.
- c) The decision to opt for a Sole Arbitrator shall be arrived at by mutual consent. If agreement is reached to select a Sole Arbitrator, the parties shall meet to select their Sole Arbitrator. Failure to reach agreement on the selection of the Sole Arbitrator shall result in request to the Minister of Labour to appoint same.
- d) All references in the Article to a Board of Arbitration shall equally apply to a Sole Arbitrator.
- e) No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as Chair or an Arbitration Board or Sole Arbitrator.
- f) The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman of the Arbitration Board governs.
- g) A grievance may be submitted to expedited arbitration under Section 49 of the Labour Relations Act.

22.07 The Arbitrator or Board of Arbitration shall not have the power to alter or amend any of the provisions of the Collective Agreement.

22.08 Cost of Arbitration

The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the parties.

22.09 Time restrictions may be extended if mutually agreed in writing.

22.10 There shall be no reprisals of any kind taken against any Member because of participation in the grievance or arbitration procedure under this agreement.

ARTICLE 23 - NO STRIKE OR LOCKOUT

23.01 There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in the Labour Relations Act.

ARTICLE 24 - PROFESSIONAL DEVELOPMENT

24.01 Professional Development Issues

The Employer is committed to teacher training and development and agrees to provide teachers with on-going professional development. The Employer will establish a professional development fund by setting aside, for the purpose of teacher training and development, an amount equal to 1% of the annualized payroll, of the preceding year, for the bargaining unit members. The fund shall commence on the first day of this agreement and shall be pro-rated for the balance of the year. Unused monies are to be carried forward to the next calendar year.

A committee made up of the Bargaining Unit Representatives and the Assistant Director shall be established.

ARTICLE 25 - DURATION AND RENEWAL

25.01 This agreement shall become effective on September 24, 2009 and shall remain in full force and effect until December 31, 2011, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Labour Relations Act.

25.02 If either Party gives notice of its desire to negotiate, the Parties shall meet within fifteen (15) days from giving notice to commence negotiations.

25.03 No changes can be made to this Agreement without the mutual written consent of the Parties and without the ratification of the union membership.

ARTICLE 26 - LABOUR MANAGEMENT

- 26.01 There shall be a Labour-Management Committee (LMC) consisting of two (2) members appointed by the Employer and two (2) members appointed by the Bargaining Unit.
- 26.02 The purpose of the LMC is to discuss issues of common concern between the parties in an attempt to resolve them in a mutually agreeable manner.
- 26.03 The committee shall meet within 30 days at the request of either party with a proposed agenda.
- 26.04 Each party shall have the right to have in attendance advisor(s) or legal counsel for assistance as long as each party has notified the other within twenty-four hours of the meeting that such personnel will be present.
- 26.05 There shall be minutes of each meeting as a record of what was discussed and any agreements made. Any agreements by the parties may be subject to ratification of their respective principals.
- 26.06 Either party may defer an agreement until after they have conferred upon external advice. It is understood that external advice may not be forthcoming in a timely manner; however, either party shall endeavor to obtain such advice as quickly as possible.

Agreed to at Toronto, this _____ day of _____, 2009

For the Employer

For the Bargaining Unit

APPENDIX A - WAGE GRID

1. Teachers with an undergraduate degree and a recognized TESL certificate. Movement on the Grid shall be on the anniversary date of hire.

Years of Experience	Rate
Entry	\$20.97
1	\$22.07
2	\$23.18
3	\$24.29
4	\$25.39
5	\$26.49
6+	\$27.59

Effective September 24, 2009, the following wage grid shall apply:

Years of Experience	Rate
Entry	\$20.97
1	\$22.07
2	\$23.18
3	\$24.29
4	\$25.39
5	\$26.49
6	\$27.59
7	\$28.42

Effective January 1, 2010, the following wage grid shall apply:

Years of Experience	Rate
Entry	\$20.97
1	\$22.07
2	\$23.18
3	\$24.29
4	\$25.39
5	\$26.49
6	\$27.59
7	\$28.42
8	\$29.27

Effective January 1, 2011, the following wage grid shall apply:

Years of Experience	Rate
Entry	\$20.97
1	\$22.07
2	\$23.18
3	\$24.29
4	\$25.39
5	\$26.49
6	\$27.59
7	\$28.42
8	\$29.27
9	\$30.15

2. Teachers with a graduate degree in a field related to the teaching of ESL shall receive \$1.00 more per hour and shall pierce the wage grid. This allowance shall be increased by any percentage increase applied to the Grid from time to time.
3. **Credit for Years**
Teachers will receive credit for relevant previous experience at the rate of 1 year's experience on the wage grid for every two full years worked, to a maximum of three (3) steps on the wage grid.
4. **Premium for Private Classes, BEP, Cambridge, IELTS, and Workplace Programs**

Private Classes: 15% premium in addition to base rate

Business English Program: 20% premium in addition to base rate

Cambridge Programs: 20% premium in addition to base rate

IELTS Programs: 20% premium in addition to base rate

Workplace Programs: 40% premium in addition to base rate
5. **Preparation Time**

Teachers shall receive 14% times the base rate paid preparation time for Core, Intensive Business, Examination and Specialty Programs in addition to grid wages. No preparation time shall be paid on Private and Tutorial lessons and Workplace Programs.
6. Wages and allowances for part-time teachers shall be prorated in accordance with the assignment bears to full-time.
7. **Green Circle Salaries**

A member whose present base wage is greater than grid rate shall be green circled, that is, they will receive half any percentage increase until the base rate equals or exceeds the member's wage rate.

APPENDIX B – SUBBING AGREEMENT

DATE: November 23, 2007
TO: ALL TEACHERS
FROM: Donna Daly - Director of Program
RE: SUBBING AGREEMENT

Dear Teachers,

As stated in the Teachers' Meeting on November 23, 2007 there has been an agreement by the LABOUR/MANAGEMENT COMITEE regarding unplanned and emergency subbing.

The agreement is as follows:

Reasonable Standards for Preparation

Teachers arranging a substitute teacher for their class are required to:

- Provide an outline of the topics that have been covered, need to be covered and are to be covered that day
- 1 Controlled Practice
- 1 Free Practice

Teachers are expected to clearly explain what is to be covered in the day's lesson. However, using their discretion, the conversation should not take an excessive amount of time (i.e. a 10 minute telephone conversation)

Conditions in Which Minimum Guidelines Can Not be Provided

- Hospitalization
- Serious illness
- Physically unable to make the phone call due to illness
- Family emergency

Ideally, once a teacher starts to feel the symptoms of an illness they should call ahead to arrange a sub and not wait until the last minute. Teachers must also give notice of absence by calling either Donna or Nicole informing them of the illness or emergency.

Substitute Teachers

If a substitute teacher declines work 3 times, their names will be placed at the bottom of the subbing list. Please keep Donna and Nicole informed if subs are declining work.

If you have any questions, please feel free to ask.

Letter of Agreement between
The Language Workshop Inc. (the employer)
And
OSSTF, representing the members of District 34 TLW (the union)
Herein referred to as ‘the parties’

Re: vacation bonus

The parties agree as follows:

1. The parties shall meet within 30 days of the ratification of the collective agreement to identify and agree upon those teachers that have not received a yearly raise in pay for the period January 1, 2006 to September 23, 2009.
2. For each teacher who did not receive a raise in pay for a specified year (January 1 to December 31), they shall be credited with two (2) vacation days to be placed in their vacation day bank for each year in which they did not receive a raise in pay.
3. The maximum number of vacation days that may be credited to each teacher’s bank shall be no more than six (6) days.
4. The vacation days shall be taken as specified in Article 10 of the collective agreement.

Signed this ___ day of September, 2009

For the employer

For the Union

