

COLLECTIVE AGREEMENT

2016–2019



This Document is set in
Franklin Gothic Heavy, which was designed
by Morris Fuller Benton (1872–1948) in 1902

And

Bembo Book by Monotype (1929), based on a design cut around
1495 by Francesco Griffo for Venetian printer
Aldus Manutius
and named after the poet and cleric
Pietro Bembo.

Typesetting and Layout Design

By

Mark Dallas

COLLECTIVE AGREEMENT

Between

ILSC (Toronto) Inc.

(hereinafter referred to as **the Employer** or
the School)

And

**Ontario Secondary School Teachers’
Federation**

(hereinafter referred to as **the OSSTF** or **the
Union**)

Representing

The Bargaining Unit composed of those
Employees who are Members of **District 34, ILSC**
(hereinafter referred to as **the Bargaining Unit**)

Effective January 1, 2016
To December 31, 2019

Contents

ARTICLE 1 – PURPOSE OF AGREEMENT	1
ARTICLE 2 – SCOPE AND RECOGNITION.....	1
ARTICLE 3 – DEFINITIONS	2
ARTICLE 4 – UNION DUES AND ASSESSMENTS.....	4
ARTICLE 5 – RIGHTS AND RESPONSIBILITIES.....	5
ARTICLE 6 – STAFFING REQUIREMENTS.....	11
ARTICLE 7 – PROBATION, SENIORITY, LAYOFF AND RECALL.....	12
ARTICLE 8 – EVALUATION AND PERSONNEL FILE.....	18
ARTICLE 9 – CONDUCT AND DISCIPLINE.....	19
ARTICLE 10 – GRIEVANCES AND ARBITRATION PROCEDURE.....	21
ARTICLE 11 – NO STRIKE OR LOCKOUT	26
ARTICLE 12 – WAGES.....	27
ARTICLE 13 – HOURS OF WORK, WORKLOAD AND ASSIGNMENTS	33
ARTICLE 14 – STAFFING	37
ARTICLE 15 – OCCUPATIONAL HEALTH AND SAFETY	38
ARTICLE 16 – BENEFITS	39
ARTICLE 17 – PAID SICK LEAVE	40
ARTICLE 18 – LEAVES OF ABSENCE WITHOUT PAY.....	42
ARTICLE 19 – SHORT-TERM PAID LEAVES OF ABSENCE.....	44
ARTICLE 20 – PREGNANCY LEAVE, PARENTAL LEAVE AND FAMILY CARE LEAVE	45

ARTICLE 21 – PART-TIME TEACHERS (WORKING LESS THAN 21 CONTACT HOURS OR EQUIVALENT DUTIES PER WEEK)	46
ARTICLE 22 – PROFESSIONAL DEVELOPMENT	46
ARTICLE 23 – DURATION AND RENEWAL.....	47
ARTICLE 24 – CONTRACTING OUT	47
APPENDIX A – WAGE GRID	48
APPENDIX B – SENIORITY/PREP-TIME CHART	49
LETTER OF UNDERSTANDING RE: LAYOFFS AND SUBSTITUTE WORK	53
LETTER OF UNDERSTANDING RE: ELECTRONIC COMMUNICATIONS	54
LETTER OF UNDERSTANDING RE: THE PROVISION OF SERVICE TO THIRD PARTIES	55
LETTER OF UNDERSTANDING RE: YOUNGER STUDENTS	56
LETTER OF UNDERSTANDING RE: ALTERNATIVE CLASS SCHEDULES	57
LETTER OF UNDERSTANDING RE: RRSP	58
LETTER OF AGREEMENT RE: BENEFITS ON UNPAID LEAVE BEYOND 3 MONTHS.....	59
LETTER OF INTENT RE: PREPARATION TIME FOR TEACHERS OF SP & SQ UPATH CLASSES.....	60
INDEX.....	61

ARTICLE 1 — PURPOSE OF AGREEMENT

- 1.01 It is the general purpose of this agreement to establish mutually satisfactory arrangements between the School and the Federation, 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 joint endeavour to deliver the highest quality of services to students at ILSC (Toronto) Inc.
- 1.03 In the event there is a conflict between the contents of this agreement and any regulation made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said regulation.

ARTICLE 2 — 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 all Teachers presently employed by the Employer in the City of Toronto save and except Supervisors and persons above the rank of Supervisor, the latter being herein referred to as the Bargaining Unit.

- 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 of this Collective Agreement.
- 2.04 The Employer recognizes the right of a Member to be represented by the Bargaining Union President or Designate at any meeting at which disciplinary action is to be taken.
- 2.05 All Employees shall, as a condition of employment, be required to pay Union dues and any Bargaining Unit dues in accordance with Article 4.

ARTICLE 3 — DEFINITIONS

- 3.01 The following will be the only definitions of Teachers recognized by the Employer and the Bargaining Unit:
- (1) Casual (Substitute) Teacher;
 - (2) Probationary Teacher;
 - (3) Part-time Teacher;
 - (4) Standard-time Teacher;
 - (5) Full-time Teacher.

3.01.01 Probationary Teachers

A newly-hired Teacher shall serve a probationary period of 405 class contact hours. The Employer reserves the right to extend the probationary period for a further 165 class contact hours by mutual agreement with the probationary Teacher and the Bargaining Unit. The reason for the extension shall be forwarded to the Bargaining Unit President. At the end of the Probationary Period, the Teacher shall be classified as a permanent Teacher and accorded all the rights, responsibilities and privileges accorded in this collective agreement.

3.01.02 A Full-time Teacher is one who regularly works 27 (twenty-seven) or more contact hours and/or equivalent duties per week.

3.01.03 A Standard-time Teacher is one who regularly works 21 (twenty-one) contact hours and/or equivalent duties per week.

3.01.04 A Part-time Teacher is one who works less than 21 (twenty-one) contact hours and/or equivalent duties per week.

3.01.05 A Casual Teacher is one who does not have regularly assigned contact hours but is called upon to teach from time to time.

- 3.02 Throughout this agreement, the term “Employee” shall mean a Teacher in the sense that all Teachers are Members of the Bargaining Unit, represented by the Union.
- 3.03 The instructional program of each school day shall be a maximum of 7 (seven) hours including a 1- (one-) hour lunch in the morning and a 15- (fifteen-) minute break in the afternoon unless otherwise agreed to by both parties.
- 3.04 Throughout this agreement the term “Supervisor” shall mean a Member of ILSC Management who is designated by the Employer to have authority over Employees such as the Director, Academic Director, and Program Directors.
- 3.05 Nothing in this agreement shall be construed as a guarantee of a minimum number of hours of employment for any Employee.

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. The amounts shall be determined by OSSTF 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 30 (thirty) 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, the amounts deducted, and the number of days worked.
- 4.03 OSSTF shall indemnify and hold the Employer harmless from claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF.

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, gender, sexual orientation, age, marital status, family status, disability or membership in the Union. Breach of this section may be grounds for discipline up to and including immediate discharge.

- 5.01.01 The parties agree that they will not exercise any rights they have under this collective agreement in a discriminatory or arbitrary fashion.

5.02 The Employer shall ensure that Teachers work in a workplace environment free from harassment, including sexual harassment, and the Employer shall take such actions as necessary with respect to any person employed by the Employer engaging in sexual or other harassment, violence or bullying in the workplace in compliance with the *Occupational Health and Safety Act* as amended from time to time.

5.03 No Employee shall be disciplined or discharged without just cause. Probationary Teachers shall be subject to a lesser standard of just cause but accorded procedural fairness.

5.04 Management Rights

The Union recognizes that it is the exclusive right, responsibility and function of the Employer, to manage its facility subject to the terms and conditions of this agreement, to:

- (a) Maintain order, discipline and efficiency; to make and alter rules and regulations, policies and practices.
- (b) Hire, classify, discharge, promote or discipline Employees, provided that a claim with respect to 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 Teachers Handbook.

The amendments contained therein will not be inconsistent with the provisions of this agreement. The Employer agrees to consult with the Union-Management Committee prior to making any significant changes or additions to the Teacher Handbooks, which may affect the status or working conditions of the Bargaining Unit Members. The Employer shall provide a current digital or hard copy of the Teachers Handbook to all Bargaining Unit Members.

- (d) 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 scheduling of work to be performed; job content, quality 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.
- (e) The right to manage the business of the Employer without interference.
- (f) The right and jurisdiction over operations, buildings, teaching materials and equipment shall be vested in the Employer.

5.05 Existing Practice

The Employer agrees to discuss with a Bargaining Unit representative any proposed modification to existing policies which may affect the status or working conditions of the Bargaining Unit Members.

5.06 Union Rights

5.06.01 The Employer shall provide the Union, on a current basis, with the following information in writing; this information shall include but not be 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 Employer agrees to inform all interviewees for Bargaining Unit positions that a collective agreement is in effect. The Employer agrees to advise a new Employee of the name of the Union representative. The Employer also agrees to provide all new hires with either a digital or hard copy of the Collective Agreement at the time of hire.

- 5.06.03 The Union shall be allowed to carry out Union business on the Employer's premises at times and locations approved by the Employer. The Employer will provide dedicated secure accessible storage space for a filing cabinet.
- 5.06.03.01 Upon at least one week's written notice from the Federation, the Employer shall grant (subject to the requirements of the Employer) leave for the purposes of carrying out Federation business. Any such leave shall be for no longer than one week and no greater than 3 (three) Employees at any time. Total leave under this clause in any contract year shall not exceed 22 (twenty-two) working days.
- 5.06.03.02 The Federation agrees to reimburse the Employer at the actual replacement cost.
- 5.06.04 The Union shall be allowed the use of a notice board in a mutually agreed location to post notices relating to matters of interest to the Union Members. The Employer shall not unreasonably restrict the posting of materials pertaining to the Union's business.
- 5.06.05 The Employer recognizes the Union's right to select Stewards to represent Union Members at disciplinary hearings and on the Union-Management Committee.

5.07 Union-Management Committee

A Union-Management Committee shall be maintained. It shall be composed of 2 representatives of the Union and 2 representatives of the Employer. Should the committee agree in advance that it would be beneficial to request the attendance of additional persons to attend solely for the purposes of providing input into the matter(s) to be discussed, then such an invitation may be issued.

- 5.07.01 The Committee shall meet within 5 (five) days upon the request of either party. A proposed agenda shall be forwarded with the request for a meeting.
- 5.07.02 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.
- 5.07.03 The Committee shall not deal with grievances or have the authority to bind either party, but only to make recommendations to their respective principals.
- 5.07.04 The Employer agrees to discuss with the Bargaining Unit new or amended job descriptions as they are developed.

ARTICLE 6 — STAFFING REQUIREMENTS

- 6.01 It is agreed that the business of the Employer is driven by the number of students that enrol. Given the constant expansion & contraction of this number, it is impossible for the Employer to project the number of classes and required Teachers in advance.
- 6.02 In order to be considered for increased hours of work beyond the Teacher's regularly scheduled hours, Teachers who are desirous of participating will indicate their availability. A Teacher must advise the Academic Director in writing on a form provided by the Employer prior to November 30. A roster of Teachers for the following calendar year will be created from those who have given notice and said roster shall be the basis for consideration when/if such opportunities should arise. Teachers may elect to add or withdraw their names from the roster provided the Academic Director is advised in writing at least 4 weeks prior to the start of the session.
- 6.03 Teachers with the relevant skills and experience will be offered the available opportunity based on seniority. A Teacher may decline one offer. If the Teacher declines a second offer in the calendar year, then he/she shall be removed from the roster for the remainder of the year.
- 6.04 All vacancies that cannot be filled through the procedure stipulated in the foregoing shall be assigned to qualified and available Teachers, regardless of their seniority.

ARTICLE 7 — PROBATION, SENIORITY, LAYOFF AND RECALL

- 7.01 All probationary Teachers shall be offered permanent positions after successfully completing a total of 405 class contact hours. The probationary period may be extended for a further 165 class contact hours by mutual agreement with the probationary Teacher. Reason(s) for extension shall be provided to the Bargaining Unit President.
- 7.02 The probationary period is to provide the Employer an opportunity to appraise and evaluate the Employee's suitability for employment in the School.
- 7.03 At any time during the probationary period, an Employee may be dismissed by the Employer for unsuitability subject to the provisions of Article 5.
- 7.04 Upon successful completion of probation, the new Employee will continue to work his or her usual hours until demand and seniority require otherwise.
- 7.05 The offer of a teaching position is no guarantee of work hours, which will be scheduled as demand dictates and according to the work available for which the Teacher is qualified.

- 7.06 Seniority
- 7.06.01 Seniority for an Employee shall be defined as hours paid for class contact and other assigned duties as set out in Appendix B (p 49).
- 7.07 After successful completion of probation, the name of the Employee shall be placed on the Seniority List in order of the number of hours worked since the first day of employment.
- 7.08 When two or more Employees have the same seniority, the most senior shall be determined by lot conducted by the Union who shall then inform the Employer of the results.
- 7.09 An updated Seniority List shall be posted in each staff room and a copy provided to the Union on the 15th day of each of the months of January, May and September of each year. The seniority list shall be open for correction for a 45-day period, and will thereafter be deemed accepted for all purposes of this agreement up to the next posting.
- 7.10 Corrections can only relate to calculations based on the period after the date of the immediate prior posting of the Seniority List.

- 7.11 Seniority shall be lost, and the Employee shall no longer be an Employee, if an Employee:
- (a) Resigns from 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 2 (two) working days; or
 - (d) Is laid off and fails to report for work within two working days after the expected start date, unless the Employee has invoked a suspension of recall rights; or
 - (e) Is laid off for more than one year; or
 - (f) Declines a second offer of appointment or assignment; or
 - (g) Receives payment pursuant to 7.28.
- 7.12 A layoff may occur due to insufficient work, change in organizational structure, or the reduction of a program, an activity or service.
- 7.13 An Employee who is temporarily assigned in writing to a greater number of hours of work shall not be considered laid off on returning to the prior assigned hours at the end of a temporary assignment.
- 7.14 Seniority shall be the deciding factor when determining who to layoff or whose hours to reduce,

provided the Teachers remaining have the specific relevant skills and experience to do the work.

- 7.15 An Employee with greater than 1 (one) year of seniority shall be entitled to 2 (two) weeks' notice or pay in lieu of notice if the layoff is due to the level of enrolment in any intake and if the lay-off is reasonably anticipated to be greater than 6 (six) weeks.
- 7.16 All notices will be in writing with a copy to the Bargaining Unit President or Designate, stating the date of the notice and the date on which the layoff is to occur.
- 7.17 Teachers who have been laid off are subject to recall for 12 (twelve) months from the effective date of the layoff.
- 7.18 If class contact hours of Teachers are reduced as a result of enrolment, those Teachers shall have recall rights to their original entitlement before other Teachers are given the opportunity with seniority considered.
- 7.19 No Employees shall be hired while qualified Employees are laid off and have recall rights. Notwithstanding the previous sentence, if all qualified Employees having recall rights refuse a position; the Employer may fill the position with a new Employee.
- 7.20 Recall shall be to the position from which the Employee was laid off whenever possible, or when not

possible, to an equivalent position for which the Teacher is capable.

- 7.21 A Standard or Part-time Employee with recall rights shall only have the right to be recalled to a Standard or Part-time position. It is understood and agreed that if a more senior Teacher is not available or interested; the Employer shall offer the Full-time position to a Standard or Part-time Teacher.
- 7.22 A Full-time Teacher with recall rights may be recalled to a Standard or Part-time position if a Full-time position is not available. A Teacher may decline the first recall and such refusal will not affect recall rights. If the Teacher accepts the Standard or Part-time position, the Employee retains recall rights to a Full-time position for the original recall period. This forgoing also applies to Standard and Part-time Teachers with the appropriate modifications to levels to which they may be assigned.
- 7.23 Teachers must return to work within 2 (two) working days if unemployed, within 2 (two) weeks if employed elsewhere. An Employee employed elsewhere shall give the Employer notice of his/her intent within 2 (two) 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.

- 7.24 A Teacher may refuse recall only once and will be placed at the bottom of the recall list. A second refusal shall result in loss of seniority, and the Teacher shall cease to be an Employee of the School.
- 7.25 A dismissal for just cause does not constitute a layoff.
- 7.26 When a Teacher's workload has been reduced by more than 50% due to layoff, the Employer will issue a Record of Employment if so requested by the Teacher.
- 7.27 Notwithstanding 7.24, an Employee on layoff with recall rights may be offered substitute work for which the Employee is qualified. In such a situation, recall rights are not affected whether the Employee accepts the work or not. If the Employee accepts the assignment, no notice of the end of the assignment is required. The Employee must advise the Employer in writing of the wish to receive such offers.
- 7.28 In the event of a permanent closure of all or part of the business each Employee affected will be paid an amount equal to one week's wages for each year worked at their applicable rate of pay as set out in Appendix A (p 48). For the purposes of this article, years worked will be construed as being years of continuous service from the Employee's last date of hire at ILSC Toronto. This amount is inclusive of any entitlement that an Employee may have under the *Employment Standards Act, 2000*.

ARTICLE 8 — EVALUATION AND PERSONNEL FILE

8.01 Evaluation Process

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

8.01.02 Informal Observations

Informal drop-in observations may be made by the Employer at any time, with or without prior notification.

Formal Performance appraisals

A minimum of 24 hours' notice shall be given to the Employee prior to annual or probationary appraisals. All parties will be provided with itemized criteria used for evaluations. The 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. Generally, the Academic Director shall perform the evaluations but the Employer reserves the right to designate other individuals who the Employer deems to have the requisite background, experience or training to conduct the evaluations.

8.01.03 The Union-Management Committee shall review and recommend modifications (if required) to the current performance appraisal process. It is understood that such meeting(s) shall be without cost to the Employer and the Union.

8.02 Personnel File

- 8.02.01 The Employer shall keep in a single Personnel file an Employee's employment history, evaluations, absences, and disciplines. Payroll records and non-performance-related matters may be kept in a separate file(s).
- 8.02.02 An Employee shall be entitled to review in the presence of the Employer, and/or be given copies of any or all material contained in the personnel file for the Employee upon request, on one day's prior notice.
- 8.02.03 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 2 (two) years after their date of issue provided that no additional disciplinary notations of the same nature occur. No continuing reference to the documents shall remain in the file after the two-year period.

ARTICLE 9 — CONDUCT AND DISCIPLINE

- 9.01 An Employee may be disciplined or dismissed for just and reasonable cause, or as provided in the article dealing with probation. An Employee disciplined or dismissed by the Employer may grieve such action.

- 9.02 The parties recognize the principles of progressive discipline. However, the parties also recognize that in cases of extreme misconduct, progressive discipline is not applicable.
- 9.03 If the Employer intends to meet with a Teacher for disciplinary or dismissal purposes, the Teacher and the Union shall be so advised in advance. The Employer shall also advise that the Teacher has the right, if the Teacher wishes, to have the Bargaining Unit President, or Designate, present at the meeting. This provision does not apply to meetings related to performance evaluation unless disciplinary steps are contemplated.
- 9.04 In the case of an alleged breach of conduct on the part of an Employee covered under this agreement, the designated person shall notify the Employee within 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.
- 9.05 If the Union, as the bargaining agent, refers matters of discipline to 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, the remedy shall be as the arbitrator determines is just and equitable.
- 9.06 Disciplinary action taken against an Employee will not be used against that Employee after 2 years following such action, provided no additional disciplinary notations of the same nature occur.

ARTICLE 10 — GRIEVANCES AND ARBITRATION PROCEDURE

10.01 Definitions

- (a) A grievance shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this agreement, including any question as to whether a matter is arbitrable.
- (b) A “party” shall be defined as:
 - (i) the Bargaining Agent (or the Union)
 - (ii) the Employer
- (c) “Days” shall mean regular work days unless otherwise indicated

10.02 Purpose

It is the mutual desire of the parties that grievances be adjusted as quickly as possible. Any resolution at the informal stage is without prejudice and shall not be a precedent binding either party in any future action.

10.03 Informal Stage

A Member, with the concurrence of the Bargaining Unit, may initiate a complaint with a Program Director, who shall answer the complaint in writing within 5 (five) days after receipt of the complaint. Any resolution at the informal stage is without prejudice and shall not be a precedent binding either party in any future action. Failing appropriate resolution, the Bargaining Unit may initiate the grievance at Step 1 as described in 10.04.

10.04 Grievance Procedure — Individual Employee

STEP 1 If the response of the Program Director at the Informal Stage is not acceptable to the Bargaining Unit, then within 5 (five) days the Bargaining Unit may file a written grievance with the Academic Director who shall answer the grievance in writing within 10 (ten) days after receipt of the grievance.

The grievance shall contain:

- (i) a description of how the alleged dispute is in breach 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.

STEP 2 If the response of the Academic Director is not acceptable to the Bargaining Unit, then within 5 (five) days the Bargaining Unit may file a written grievance with the Director who shall answer the grievance in writing within 10 (ten) days after receipt of the grievance.

STEP 3 If the reply of the Director of the School is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within 20 (twenty) days of the receipt of the reply.

Section 48 (16) of the *Labour Relations Act* does not apply to the parties.

10.04 Group Grievance

A “Group Grievance” is defined as a single grievance, signed by the Bargaining Unit President or Designate, comprising two or more Employees. Such a grievance must be dealt with at successive stages applicable to an Individual Grievance as set out in 10.04, except that the procedure shall commence at STEP 2.

10.06 The parties to this Agreement recognize the Bargaining Unit President or Designate as the Agent through which the Employees shall process their individual and/or group grievances.

10.07 Policy Grievance

A "Policy Grievance" is defined as a difference between the parties relating to the interpretation, application and administration of the provisions of Collective Agreement including whether the matter is arbitrable.

10.07.01 A policy grievance may be submitted by either party. If the Union is submitting a policy grievance, then it shall be signed by an OSSTF Representative and submitted to the Employer. If the Employer is submitting a policy grievance, then it shall be signed by the Employer or his Representative, and submitted to the OSSTF Representative with all modifications in the grievance procedure.

STEP 1 Within 10 (ten) days of the occurrence of the difference, the party making the grievance may make a written grievance to the Director of the School or the President of the Bargaining Unit, as the case may be, who shall answer the grievance in writing within 5 (five) 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, as the case may be, is not acceptable to the party making the grievance, that party may then, within 20 (twenty) days of receipt of the reply, refer the matter to arbitration.

10.08 Arbitration

- (a) When either party decides to submit a grievance to arbitration, the other party shall be so advised in writing and said notice shall include the names of 3 (three) proposed nominees to act as sole arbitrator.
- (b) The other party shall within 5 (five) working days either acknowledge acceptance of 1 (one) of the proposed nominees or may propose 3 (three) other nominees.
- (c) If the parties are unable to agree on an Arbitrator within 10 (ten) working days either party to the dispute may request the Minister of Labour to appoint an Arbitrator.
- (d) A grievance may be submitted to expedited arbitration under Section 49 of the *Labour Relations Act*.

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

10.10 Cost of Arbitration

The fees of the Arbitrator shall be shared equally by the parties.

10.11 Time Limits

Time limits in this article are mandatory unless extended by written mutual agreement. If a party does not comply with the time limits in processing their grievance, or referring the matter to arbitration, and there is no written mutual agreement to extend the time limit, then the matter shall be deemed to be abandoned.

10.12 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 11 — NO STRIKE OR LOCKOUT

11.01 There shall be no strike or lockout during the term of this Agreement contrary to the provisions of the *Labour Relations Act of Ontario*.

ARTICLE 12 – WAGES

12.01 Wages

- 12.01.01 Hourly wages shall be determined according to Appendix A attached hereto (p 48) and forming part of this agreement.
- 12.01.02 No Employee covered under this agreement shall be paid an hourly rate 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.
- 12.01.03 No current Employee shall suffer a reduction in hourly rate as a result of the implementation of the wage schedule.
- 12.01.04 Any period of service on probation shall not prevent, conceal or retard any increases in the hourly rate as provided in the salary schedule.
- 12.01.05 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.
- 12.02 Related Teaching Experience for Grid Placement
 - (a) Notwithstanding 12.01.02, newly-hired Teachers shall be credited a maximum of one year 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 international students in immersion-type programs or an ESL or EFL institution. For purposes of calculation, the year shall be measured as the completion of 1,092 teaching hours.

- (b) Teachers will be required to furnish written documentation from previous Employers to substantiate their experience. The documentation must be received within 60 (sixty) days of employment.

12.03 Reimbursement by Employer of Legal Costs

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.

12.04 Pay Date

- 12.04.01 Wages will be paid bi-weekly (26 pay periods in a year) on the days or dates as set out for all time worked. If those days fall on a weekend or statutory holiday, wages will be paid on the preceding banking day.

- 12.04.02 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.

- 12.04.03 Teachers' pay will be paid by direct deposit to a financial institution of the Teacher's choice.
- 12.04.04 Teachers shall submit a timesheet every two weeks to the Academic Director. The timesheet shall contain hours worked Monday to Saturday of weeks 1 and 2 or 3 and 4 respectively and shall be submitted to the Academic Director by the deadline indicated on the timesheet. The timesheet shall contain contact hours worked, meeting time, extra-curricular student activity time and additional hours for assigned out-of-class duties/projects. Any additional or project hours must be approved and quantified by the Academic Director in advance of such duties being performed. Curriculum development shall be carried out during normal business hours and shall be paid at the base hourly rate.
- 12.04.05 All absences, paid and unpaid and any additional hours must be recorded on the timesheet and properly identified.

12.05 Vacation and Holiday Pay

12.05.01 The following shall be recognized as paid holidays:

New Year's Day	Family Day
Good Friday	Victoria Friday
Canada Day	Simcoe Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

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

12.05.02 Teachers, excluding casual Teachers, shall receive their regular wages for the holiday provided they meet the conditions set out in the *Employment Standards Act 2000 and Regulations*.

12.05.03 Full, Standard and Part-time Teachers on vacation on a said holiday shall be paid for the holiday subject to the terms described in Article 12.05.02 and will receive the credit for the vacation in the pay period.

12.05.04 If any of the said holiday days fall on a Saturday or Sunday, the Employer shall schedule a lieu workday off with pay in accordance with the needs of the School and in accordance with the *Employment Standards Act*.

12.06 Vacations

12.06.01 Full, Standard and Part-time Teachers after one year of employment shall be granted vacation with pay according to the following:

Years of Service	Vacation
On completion of 1 year of service	2 weeks @ 4% of previous year's earnings
On completion of 2 years of service	3 weeks @ 6% of previous year's earnings
On completion of 5 or more years of service	4 weeks @ 8% of previous year's earnings
On completion of 10 or more years of service	5 weeks @ 10% of previous year's earnings
On completion of 14 or more years of service	6 weeks @ 12% of previous year's earnings

For Employees who have not completed 1 year of service as of December 31

1 day per month of service
to a maximum of 10 days @4% of previous year's earnings.

- 12.06.02 Years of service shall be based on the Employee's current date of hire and anniversaries of that date.
- 12.06.03 An Employee must take at least 2 (two) weeks of vacation in each year of service, starting after year one. Alternatively, a written request may be made for any vacation time exceeding the 2 (two) weeks not taken by the end of the calendar year, to be paid in cash, or they may make written requests for deferring vacation days in excess of two weeks to the Academic Director prior to February 28th. Approval for such requests shall be subject to the staffing requirements of the School.
- 12.06.04 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 to their Supervisor by February 28th of each year. Allocation of vacation will be made on the basis of seniority and the needs of the business.
- 12.06.05 If a Teacher fails to submit a vacation request by February 28th in any year in which they are entitled to take a vacation, the Employer may at its discretion schedule the Teacher's vacation.
- 12.06.06 Subject to the staffing requirements of the School, once a vacation request has been approved, it will not be cancelled or amended by the Employer without good reason. If an Employee wishes to

cancel or amend their vacation time, it must be with the approval of the Academic Director.

- 12.06.07 Casual Employees shall be paid 4% of gross earnings as per current practice.

ARTICLE 13 – HOURS OF WORK, WORKLOAD AND ASSIGNMENTS

- 13.01 A Teacher shall be paid for instruction, general staff meetings, projects, and preparation time.
- 13.02 Teachers may be asked to perform initial placement tests and interviews as required on intake days. The Teacher shall be paid the equivalent contact hours.
- 13.03 The Employer may request Teachers to lead extra-curricular student activities. Leading extracurricular student activities is optional work. If a Teacher agrees to lead extra-curricular student activities, the Teacher shall be paid at the Teacher's regular hourly rate.
- 13.04
- (a) Teachers working 6 contact hours or equivalent duties per day shall be entitled to 2 paid 15-minute breaks and a minimum 1-hour unpaid meal break.
- (b) Teachers working 4.5 contact hours or equivalent duties shall be entitled to 1 paid 15-minute break and a minimum 1-hour unpaid meal break.

- (c) Teachers working 3 contact hours or equivalent duties shall be entitled to 1 paid 15-minute break.
- (d) No Teacher shall be assigned continuous contact time in excess of 2 hours (120 minutes).

13.05

- (a) Instructors will be assigned available classes to a maximum of 6 (six) contact 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.
- (b) An Employee may request less than maximum hours. Such requests must be in writing, and must be submitted to the Employer at least 4 (four) weeks prior to the start of the session for which reduced hours are requested. Denials shall be in writing but no request shall be unreasonably denied. An Employee who is working less than the maximum hours as a result of the request under this article shall return to maximum hours, provided the Employee gives the Employer written notice at least 4 (four) weeks prior to the start of the session for which a return to maximum hours is requested and further provided that work the Employee is qualified to perform is available.

- 13.06 In setting teaching assignments, the Employer will carefully consider written requests from Teachers who

have completed probation for transfers to other programs, courses or levels for which they are considered qualified. Such requests should be made in writing at least 4 weeks before the start of that session.

13.07 One Teachers' meeting will be held in each four-week session. These meetings will be held during the lunchbreak of the 3rd Thursday of each session. Meeting time will be paid at the basic hourly rate.

13.08 All Employees will be provided with copies of relevant levels of curriculum and a list of corresponding texts available in the school.

13.09 Reasonable Access

The Employer shall ensure that each Employee has reasonable access to work areas, records, supplies, textbooks and all other amenities necessary to the duties assigned, including computers, printers and functioning photocopiers.

13.10 If a Teacher reports for work and the Employer closes the school early or temporarily in exceptional circumstances, the Teachers shall not suffer a loss in pay for that day. It is also understood and agreed by both parties that if the teaching time lost has to be made up, there will not be any additional wages paid for the made-up time.

13.II Lesson Plans

Lesson Plans are defined as the following:

- (a) A document detailing the materials covered and methods of delivery used during class time on a daily basis.
- (b) A document listing the material and topics to be covered on a sessional basis.

13.II.OI Lesson Plans shall be required by the Employer under the following conditions:

- (a) From all probationary Teachers for each class taught in a session if requested by the Employer.
- (b) From all Teachers, for class(es) in which the Employer will conduct an observation for the Teacher's performance evaluation. The daily lesson plan must be given to the Employer at the start of the class to be observed.
- (c) From all Teachers teaching a level, program and/or curriculum they have not taught before if requested by the Employer.
- (d) From all Teachers who are receiving remedial training or support until their performance improves to satisfactory levels. Lesson Plans for the session must be turned in as soon as possible but no later than Tuesday of the second week of the session.

- (e) From all casual/substitute Teachers as per 14.02 (b)
- 13.12 Preparation time (for paperwork, assessment and evaluation, preparation of lessons, curriculum consultation, copying, etc.) for Teachers shall be paid at a 15% (fifteen percent) premium, the applicable hours set out in Appendix B (p 49).
- 13.13 Contact hours and/or equivalent duties shall be assigned on the basis of seniority and relevant experience.
- 13.14 Class Enrollment
- Class enrollment shall not exceed 17 students or the capacity of the classroom, whichever is less.

ARTICLE 14 – STAFFING

- 14.01 Required Qualifications
- All Teachers shall have the following minimum qualifications:
1. An undergraduate degree from an accredited university, and
 2. A minimum of TESL Canada Level One Professional Certification or a recognized equivalent training from an accredited university or a Teacher training program recognized by Languages Canada.

14.02 Teacher Absences

- (a) The Employer shall be responsible for arranging for a substitute Teacher in the event of an absence.
- (b) The Teacher agrees to leave the substitute Teacher a lesson plan and required materials for short absences up to 2 (two) days. For absences of more than 2 (two) days, a basic plan only need be provided for the third and subsequent days of the absence.

14.02.01 When a Teacher is absent or scheduled to be absent, the Employer must not replace the Teacher permanently but provide a substitute Teacher for the duration of the absence, allowing the Teacher being substituted for to return to the position they occupied prior to the absence.

14.02.02 Substituting can be performed by Non-Bargaining Unit Members when Bargaining Unit Members are not available.

ARTICLE 15 – OCCUPATIONAL HEALTH AND SAFETY

15.01 The parties agree to comply with the obligations pursuant to the *Occupational Health and Safety Act* and regulations (as amended from time to time) made thereunder.

15.02 The Bargaining Unit shall forward to the Employer the name of its representative to the Joint Occupational Health and Safety Committee.

ARTICLE 16 — BENEFITS

- 16.01 With respect to the insured fringe benefits provided under the current benefit plan, the premiums for all Full-time and Standard Teachers who have completed the probationary period shall be shared between the Employer and Employees at the proportion of 85% (eighty-five percent) paid for by the Employer and 15% (fifteen percent) paid by the Employee.
- 16.02 Employees who are laid off and who have recall rights shall continue on the appropriate benefit plans for the calendar month during which the layoff occurs, and the month following, provided the Employee prepays the Employee's share of the premiums. The Employee may continue on the appropriate benefit plans, in accordance with the policy of insurance issued to the Employer (3 calendar months).
- 16.03 Teachers on leave of absence without pay may maintain their benefit plans, to the degree and for the period of time in accordance with the policy of insurance issued to the Employer for a period of 3 calendar months, by pre-paying the premiums in full, and may use post-dated cheques.
- 16.04 The Bargaining Unit shall be notified, through the Union-Management Committee, should the Employer

choose to modify, or change the carrier of the benefit plans.

- 16.05 With the exception of Employees who have been declared disabled in excess of 1 (one) year, no Employees shall be discharged while receiving benefits under a sickness or disability plan. Employees who become employed elsewhere while receiving these benefits shall be subject to immediate dismissal.
- 16.06 The surviving spouse and/or dependants of an Employee shall be entitled to benefit coverage for twenty-four (24) calendar months in accordance with the policy of insurance issued to the Employer.

ARTICLE 17 — PAID SICK LEAVE

- 17.01 Protection on Sick Leave
 - 17.01.01 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 (three) 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.
 - 17.01.02 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.

17.01.03 The Employer shall not terminate the employment of any Employee on an approved medical leave of absence for a period of up to one year but may thereafter.

17.02 Sick Days

17.02.01 The Employer shall maintain a sick leave plan for every Employee who is a Member of the Bargaining Unit, and shall maintain a record of each Employee's sick days.

17.02.02 All regular Employees working 15 contact hours or equivalent duties or more shall be entitled to 10 (ten) days of sick leave in a calendar year paid at the current daily rate for the session during which the sick leave occurs. A regular Employee who meets the criteria set out in this clause, but has less than one year of service shall be granted, on completion of their probationary period, a prorated number of sick days on the basis of one day for each two remaining months from the completion of probation until the following December 31st.

17.02.03 Employees who are entitled sick leave, as enumerated in Article 17.02.02, may utilize 4 (four) days per calendar year for emergency family leave to care for

an ill Member of the Employee's immediate family, provided that whenever possible at least 24 hours' notice is given to the Academic Director.

- 17.02.04 Employees on paid sick leave shall not have their paid work hours reduced while on sick leave.

ARTICLE 18 — LEAVES OF ABSENCE WITHOUT PAY

18.01

- a) The Employer may, subject to the staffing requirement of the Employer, grant to any Teacher a leave of absence without pay for good reason.

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 in writing between the Teacher and the Employer prior to the leave taking effect.

- b) Subject to the requirements of the Employer, Employees who have worked at ILSC for more than 8 (eight) years may apply for a leave of absence of at least 6 (six) months and not exceeding 1 (one) year. An Employee may apply for a second leave of absence under this clause no sooner than after 5 years of active work subsequent to their return from their first leave of absence under this clause.

- 18.02 Notice of requested leave of absence shall be provided to the Employer 4 (four) weeks in advance of the proposed commencement.
- 18.03 Leave shall be with no gain or loss of seniority and be for a maximum of 1 (one) year.
- 18.04 Educational leave (only for regular Employees who have completed probation) may be granted without pay for a period not exceeding 12 (twelve) months. The Employer will advise the Employee in writing, with stated reasons, in a reasonable period of time of the approval or refusal of such. Such Employees will accumulate seniority and shall be returned to their former position at the end of such leave. Educational leave shall be requested in writing 4 (four) weeks before commencement of leave and notice of return shall be given 4 (four) weeks before the end of the leave.
- 18.05 Employees on unpaid leave are not permitted to work for a competitor employer in the 416 and 905 telephone regions during the course of the leave, unless mutually agreed upon in writing between the Employer and the Employee prior to the commencement of leave.
- 18.06 The Employee taking the leave shall retain benefits coverage provided that the Employee pays the full premium cost.

- 18.07 Employees on a leave in accordance with Articles 18.01 and 18.05 who are enrolled in the benefit plans may arrange to reimburse the Employer for the cost of the benefit premiums by way of automatic chequing.
- 18.08 Employees who are reimbursing the Employer for the cost of benefit premiums by way of automatic chequing must give the Employer 2 (two) months clear notice in writing before the Employees will cease requesting withdrawals.

ARTICLE 19 – SHORT-TERM PAID LEAVES OF ABSENCE

- 19.01 Short Term Leaves for Personal Reasons
- 19.01.01 Employees shall be entitled to short-term leaves as indicated in 19.01.03 without loss of salary, sick days, benefits, experience or seniority.
- 19.01.02 An Employee shall make reasonable effort to notify the Employer in writing prior to taking the leave in accordance with 19.01.03. Where an emergency prevents prior notification of the need for the leave, an Employee shall notify the Employer verbally as soon as possible of the leave which has been taken and confirm the leave in writing to the Employer at the earliest possible date.
- 19.01.03 An Employee shall be entitled to short-term personal leave each work year subject to the following limitations:

- (a) Death of spouse or child — 5 days
 - (b) Death of a parent or sibling — 3 days
 - (c) Death of a family member other than spouse, child, parent or sibling — 1 day
- 19.02 All short-term leaves may be extended for personal reasons without loss of sick leave, benefits, experience or seniority by the Academic Director or Director for compassionate reasons.
- 19.03 An Employee whose need for leave exceeds the workday's limits stated in 19.01.03 may apply to the Employer for unpaid leave. Such requests shall not be unreasonably denied.
- 19.04 An Employee called for service as a juror or subpoenaed as a crown witness shall be paid the difference between the wages received and the amount of earnings lost by reason of such service for a period not exceeding 15 days. To qualify, an Employee must produce proof that absence was due to serving as a juror or crown court witness and must be available for work whenever excused from appearing as a crown witness or from jury duty.

ARTICLE 20 — PREGNANCY LEAVE, PARENTAL LEAVE AND FAMILY CARE LEAVE

- 20.01 The Employer agrees to abide by the pregnancy, parental, and family care leave provisions of the *Employment Standards Act, 2000*.

ARTICLE 21 — PART-TIME TEACHERS (WORKING LESS THAN 21 CONTACT HOURS OR EQUIVALENT DUTIES PER WEEK)

- 21.01 Shall be entitled to all the 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.
- 21.02 An Employee in a Part-time position shall have access to all unpaid leaves provisions of this agreement, save and except where the agreement declares otherwise.
- 21.03 Applications of Full-time Teachers requesting a Part-time position shall be granted by the Employer based on the staffing requirements of the Employer.

ARTICLE 22 — PROFESSIONAL DEVELOPMENT

- 22.01 The Employer will continue its current practice with regards to Professional Development, to an annual maximum of \$750.00 (seven hundred and fifty dollars), \$800 (eight hundred dollars) effective January 1, 2017, and \$875 (eight hundred and seventy-five dollars effective January 1, 2018, and \$1,000 (one thousand dollars) effective January 1, 2019.

An Employee who has greater than one year of seniority may elect, annually, as part of their professional development allocation, with prior approval, to purchase, and upon submission of receipts obtain reimbursement of up to \$200.00

(two hundred dollars), inclusive of HST, for the purchase of acceptable teaching resources such as books and DVDs to be used exclusively for education purposes while teaching at the Employer's locations

ARTICLE 23 — DURATION AND RENEWAL

- 23.01 This Agreement shall be in effect from date of ratification until December 31st, 2019 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other in writing, within 90 (ninety) days of the expiration date that it desires to negotiate with a view to renewal, with or without modification of this Agreement, in accordance with the Ontario Labour Relations Act.
- 23.02 If either party gives notice of its desire to negotiate, the parties shall meet within 15 (fifteen) days from giving notice to commence negotiations.
- 23.03 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 24 — CONTRACTING OUT

- 24.01 The Employer shall not contract out Bargaining Unit work if doing so would result in the layoff of Bargaining Unit personnel who are capable of performing the work.

APPENDIX A – WAGE GRID

	2016	2017	2018	2019
Probationary	\$24.40	\$24.40	\$24.40	\$24.40
Probationary w/ experience	\$24.77	\$24.77	\$24.77	\$24.77
0 to 1 years	\$25.14	\$25.52	\$25.90	\$26.42
1 to 2 years	\$26.27	\$26.66	\$27.06	\$27.60
2 to 3 years	\$27.09	\$27.50	\$27.91	\$28.47
3 to 4 years	\$28.02	\$28.44	\$28.87	\$29.45
4 to 5 years	\$29.10	\$29.54	\$29.98	\$30.58
5 to 6 years	\$29.88	\$30.33	\$30.78	\$31.40
6 to 7 years	\$30.70	\$31.16	\$31.63	\$32.26
7 to 8 years	\$31.42	\$31.90	\$32.37	\$33.02
8 to 9 years	\$32.20	\$32.68	\$33.17	\$33.83
9+ years	\$33.03	\$33.69	\$34.36	\$35.05

- I For teachers with an undergraduate degree and a recognized TESL certificate, movement on the grid shall be on the anniversary date of hire.
2. Teachers holding an accepted Master's Degree in TESL, Linguistics, Education, English Literature, or a DELTA Certificate will receive \$1.50 per hour more than the rate for their placement on the grid.

APPENDIX B — SENIORITY/PREP-TIME CHART

	Seniority	Prep Time
Contact (teaching) hours, including evening classes, tutoring, and supply teaching	✓	✓
Paid sick days	✓	✓
Intake	✓	✓
Personal days (see article 19)	✓	✓
Jury duty (see 19.04)	✓	✓
Paid vacation	✓	X
Pregnancy/parental leave	✓	X
Educational leave	✓	X
Union leave (see 5.06.03.01)	✓	✓
Stat holidays	X	X
Unpaid vacation, unpaid sick days, and unpaid leaves of absence	X	X
Academic projects	X	X
TESOL observations	X	X
Sessional meetings	X	X
Professional Development workshops	X	X
Extra-curricular activities	X	X
Orientation sessions	X	X
Head Teacher duties	X	X
Exam invigilation	X	X
Miscellaneous admin projects	X	X
Workplace illness or injury	✓	X
Examiners	X	X

LETTERS

LETTER OF UNDERSTANDING

RE: LAYOFFS AND SUBSTITUTE WORK

Article 7.27 reads,

“Notwithstanding 7.24, an Employee on layoff with recall rights may be offered substitute work for which the Employee is qualified. In such a situation, recall rights are not affected whether the Employee accepts the work or not.

If the Employee accepts the assignment, no notice of the end of the assignment is required. The Employee must advise the Employer in writing of the wish to receive such offers.”

The Employer will create a roster of laid off Employees who desire to be called to perform substitute work on short notice.

An Employee on the roster who declines an offer of substitute work will not be offered a second opportunity to substitute until other Teachers who are qualified to perform the substitute work have been first offered an opportunity.

An Employee may notify the Employer at any time that they wish to be added to the roster and will be placed last on the roster that exists at the time of their notice is received.

An Employee may notify the Employer at any time that they wish to be removed from the roster.

For purposes of clarity, 7.24 does not apply to the offer or refusal of substitute opportunities.

LETTER OF UNDERSTANDING

RE: ELECTRONIC COMMUNICATIONS

The parties acknowledge that the primary means of communication will be electronic mail.

As such, communications from the Employer, which have previously only been sent by hand delivering, posting, mailing or courier, will now be communicated by email.

This would include, but not be limited to, notice of meetings, notice of changes in classrooms, submission of lesson plans, and requests for vacations.

The Employer may provide templates to be used as attachments for various communications such as, but not limited to lesson plans and requests for vacation.

LETTER OF UNDERSTANDING
RE: THE PROVISION OF SERVICE TO THIRD PARTIES

From time to time opportunities arise whereby ILSC may contract their services to third parties.

Qualified Employees may be given the opportunity to accept such assignments if they so desire.

During said assignments, the Employee remains a Member of the Bargaining Unit and works under the terms and conditions of the Collective Agreement.

Notwithstanding the above, salary and candidate selection may be governed by the third party.

Earnings during said assignments will be included for the purposes of calculating the remission of Union Dues in accordance with Article 4.

LETTER OF UNDERSTANDING RE: YOUNGER STUDENTS

The Employer acknowledges that younger students may require modifications to pedagogical techniques and may have an impact on classroom dynamics.

Generally, this concern arises during sessions in June to August of any given year.

Therefore, when the Employer deems it practicable the Employer will assign groups of younger students to classes comprised generally of younger students.

Where there is a class generally comprised of younger students occurring at the same time as a class of older students and both classes are the same level, then the Employer may consider the preference of a Teacher as to which class they would prefer to teach.

Within 30 days of ratification, Union and Employer will meet to discuss liability issues of supervising younger students. Appropriate communication to all staff will follow.

LETTER OF UNDERSTANDING

RE: ALTERNATIVE CLASS SCHEDULES

ILSC is considering various options to utilize its facilities more efficiently by offering alternate schedules outside the current 9:00 AM to 4:00 P.M. Monday to Thursday schedule and the 9:00 AM to 12:00 P.M. Friday Schedule.

To this end the basic concepts that would apply are:

- a) Working the alternate schedules would be voluntary.
- b) If there are sufficient qualified volunteers then positions would be awarded on the basis of seniority.
- c) The provisions of collective agreement, in particular Article 3 and Article 13 may be modified as appropriate to meet these alternative class schedules. For example, the lunch break (evening meal break) may be limited to 30 minutes, notwithstanding any provisions in the collective agreement.

As this is a concept in development, details being developed may be referred to the Union-Management Committee under Article 5.07 for consultation.

LETTER OF UNDERSTANDING
RE: RRSP

The Employer will match, on provision of documentation satisfactory to the Employer, an Employee's contribution to the Employee's RRSP up to one percent of the Employee's earnings in the previous 12 months ending December 31st of the previous year.

Documentation acceptable to the Employer includes but is not limited to: a statement from the Employee's financial institution that the Employee does have an RRSP and the account number; confirmation of contribution between March 1st and December 31st of the previous year; and confirmation that the Employee has allowable RRSP deduction room at least equal to the Employer's contribution.

Commencing with contributions for the 2017 Income Tax Year, the Employer matching will be one and one-half percent (1.5%). Effective with Tax Year 2018, the match will be increased to two percent (2%).

LETTER OF AGREEMENT

RE: BENEFITS ON UNPAID LEAVE BEYOND 3 MONTHS

If an Employee requests to maintain benefits after 3 months of unpaid leave, the Employer will obtain a rate from the insurer for the Employee to pay. This payment will be arranged through the Employer.

LETTER OF INTENT

RE: PREPARATION TIME FOR TEACHERS OF SP & SQ UPATH CLASSES

It is the intention that Teachers of the SP & SQUPath classes will be provided with additional preparation time equivalent to 1.5 hours per each 16-day session.

During these periods, the Teacher is to remain in the classroom and perform preparation duties including but not limited to marking and student reports.

Students will not be in attendance in the class during these hours.

It is understood that this time will be in addition to any time available to the Teacher as a result of visits from Partner Schools, UPath Seminars, etc.

The Union-Management Committee shall meet within two weeks of the ratification of the agreement to determine various ways in which the application of this letter will be implemented.

INDEX

A

Absences, 38; on timesheet, 29;
resulting in dismissal, 14;

Teacher Absences, 38

APPENDIX "A" — Wage grid, 48

APPENDIX "B" APPENDIX "A" —

Seniority and prep time

chart, 49

Appraisals: informal. *See*

Observations

Arbitration, 20, 23, 25, 26

Availability, 11; declining offers,

11; roster, 11, 53; Teacher's

responsibility to notify

Management thereof, 17

B

Benefit premiums, 39;

reimbursement thereof, 44

Benefits, 39, 40, 43, 44, 45, 59;

surviving spouse, 40

Breach of conduct, 20

Break, 4, 33, 34, 57; 15-minute

AM & PM, 34; 1-hour unpaid

lunch, 33

Bullying, 6

C

Capacity of classroom, 37

Class Enrollment, 37

Closure: early (no loss of pay),

35

Closure of business, 17

Competitor employers, 43

Conduct. *See* Discipline

Consideration of teaching

assignment requests, 34

Contracting out, 47

Crown witness. *See* Jury duty

D

Definition: Break, 4; Casual

Teachers, 3; Employee, 4;

Full-time Teachers, 3; Lunch,

4; Part-time Teachers, 3;

Probationary Teachers, 3;

Standard-time Teachers, 3;

Supervisor, 4

Definitions, 2; Grievance and

Arbitration Procedure, 21

Discipline, 6, 19; progressive, 20

Discrimination. *See* Non-

Discrimination

Dismissal, 20, 40; not Layoff, 17

Dues: deductions, 5; payment

date, 4

Duration of Collective

Agreement, 47

E

Employment history: employee,

19

Employment Standards Act, 17,

30, 45

Enrollment, 37

Evaluation Process, 18

Existing Practice: modification
of, 8

F

Files. *See* Personnel file

G

Grievance and Arbitration
Procedure, 21; Arbitration,
25; Cost, 26; Group
Grievance, 23; Individual
Employee, 22; Informal
Stage, 22; Policy Grievance,
24

H

Harassment, 6

Holidays, 30

I

Informal Observations, 18

Interviewees: informing re
Union & provision of CA, 8

J

Job descriptions: new or
amended and discussion
thereof, 10

Joint Occupational Health and
Safety Committee, 38

Jury duty, 45

Just cause, 6

L

Labour Relations Act, 23, 25,
26, 47

Layoff, 14, 15, 17, 39, 47, 53;
Management's duty to
report to BU President, 15;
notice, 15; recall, 15

Leave: educational, 43; for the
purposes of carrying out
Union business, 9; personal
(compassionate reasons), 44;
pregnancy, 45; requested—
providing notice thereof, 43;
short-Term, 44

Leave of absence: long-term for
teachers having worked 8+
years, 42

Leave of absence without pay,
42

Lesson Plans, 36; provision of
to Substitute Teachers, 38

Levels of curriculum and list of
corresponding texts:
provision thereof, 35

M

Maternity leave. *See* *Leave*,
pregnancy

Maximum continuous contact
time, 34

Meetings: U-M request for
agenda, 10

Modification: performance
appraisal process, 18;
policies, 8, 47

N

No Strike or Lockout, 26

Non Discrimination: ageism, 5;
genderism, 5; homophobia,
5; racism, 5; religious, 5;
sexism, 5; sexual orientation,
5; transphobia, 5

Non Discrimination, 5

Notice: end of assignment, 17

Notice board: for use by Union,
9

Notice to commence
negotiations, 47

Number of classes and required
Teachers: impossibility for
Employer to project, 11

O

Observations: formal. *See*
Performance appraisals;
informal. *See* Informal
Observations

Occupational Health and Safety
Act, 6, 38

P

Parental/paternity leave. *See*
Leave, pregnancy

Performance appraisals, 18

Personnel file, 19; entitlement
of Employee to review, 19;
removal of documents after
period, 19

Practice: Existing, 8

Preparation time, 37

Probationary period: purpose,
12

Probationary Teachers, 12, 36;
completion of class contact
hours, 12

Professional Development, 46;
'Book Allowance', 46

Purpose: of agreement, 1

Q

Qualifications required, 37

R

Reasonable Access, 35

Recall. *See* Rights, *See* Layoff;
notice of, 16; refusal thereof,
17

Recognition, 1

Record of Employment, 17

Records: payroll and non-
performance-related, 19

Reimbursement of the
Employer: for the cost of
Union business, 9

Returning to work, 16

Rights: Management, 6; of
Member to have BU
President or Designate
present at disciplinary
meetings, 20; part-time
Teachers, 46; recall, 8, 14,
15, 16, 17, 39, 53; Union, 8

ROE. *See* Record of
Employment

Roster. *See* Availability

S

Scope and recognition, 1

Seniority, 11, 12, 13, 14, 15, 17,
32, 37, 43, 44, 45, 46, 57;
determining layoff, 14; loss
thereof, 14; what happens if
two Members have the same
seniority, 13

Seniority and prep time chart,
49

Seniority List, 13; correction
period, 13; posting, 13

Severance: in the event of
closure. *See* Closure

Sexual harassment. *See*
Harassment

Sick leave, 40; entitlement, 41

Space for a Union filing cabinet:
provision thereof, 9

Staffing, 11

Stewards, 9; representing
Union Members at
disciplinary hearings, 9

Substitute Teachers, 38

Substitute work, 17, 53

T

Teachers Handbook, 7

Teachers' meeting, 35

Timesheet. *See* Wages

U

Union-Management
Committee, 7, 9, 10, 39, 57,
60; maintenance thereof, 10

V

Vacation, 28, 30, 31, 32, 33, 54;
entitlement, 32; requests, 32

Violence, 6

W

Wage grid, 48

Wages, 27, 28; movement on
the wage schedule, 27; pay
date, 28; timesheet, 29

Workload, 17; reduction
thereof, 17

Date: 13th day of December, 2016

On behalf of the Union	On behalf of the Employer
William J. Viner	Mr. J. J. J. J.
Mark B. Dallen	Seated
Lisabeth L. L. L.	
Steve M. M. M.	





LETTER OF UNDERSTANDING

RE: EXTENSION OF COLLECTIVE AGREEMENT – COVID-19 PANDEMIC

Between

ILSC Education Group Inc./ILSC (Toronto) Inc.

(the “Employer”)

and

Ontario Secondary School Teachers’ Federation

(the “Union”)

The Employer and the Union (collectively the “Parties”) have negotiated the herein Collective Agreement, expiring December 31, 2019 (the “Expired Agreement”).

The Parties understand and acknowledge the importance of the collective bargaining process and the Parties’ duty to meet and bargain in good faith under the *Labour Relations Act, 1995*, S.O. 1995, c. 1, Sch. A.

The Parties further acknowledge that the COVID-19 pandemic, and its ongoing effect on business closures and restrictions on in-person meetings, has created significant challenges, difficulties and impediments to the collective agreement bargaining process, including the Parties’ obligations as above.

Accordingly, the Parties have agreed that the herein Collective Agreement, including its appendices, schedules and letter of understanding, will remain in force with the only modifications as set out in this Letter of Understanding.

In light of the foregoing, the Parties agree as follows:

1. The terms of this Letter of Understanding constitute a full settlement of all issues in dispute as relating to the Expired Agreement.
2. The renewal Collective Agreement will be for a four-year term, expiring December 31, 2023 (“the Renewal Agreement”).
3. The Parties agree that the Renewal Agreement shall include the terms of the Expired Agreement, and the following:



EDUCATION
GROUP

- a. The Agreed to Items as attached at Schedule "A" to this Letter of Understanding;
 - b. Wage increase, with the exception of probationary teachers and probationary teachers with experience: Effective January 1, 2021 – 1%, September 1, 2023 – 1%, December 31, 2023 – 1%. The revised rates will be as per the attached Appendix A - Wage Grid. Retroactivity shall be paid out within three (3) pay periods (approximately six weeks) of the date of ratification by the Union. Retroactivity will be on the basis of hours paid. The retroactive payment shall be by direct deposit, identified separately on the pay slip.
4. The terms of the Letter of Understanding RE: ILSC CLASS TIMETABLE & HOURS OF WORK executed by the Parties on June 3, 2020, with the exception of paragraphs 12 and 15, will continue to apply until December 31, 2023, unless otherwise mutually extended.
5. Notwithstanding Article 7.17 of the Renewal Agreement, and paragraph 12 of Letter of Understanding RE: ILSC CLASS TIMETABLE & HOURS OF WORK executed by the Parties on June 3, 2020, all recall rights of Teachers laid off and/or not recalled as a consequence of the COVID-19 pandemic are to extend to and expire on December 31, 2023. Notwithstanding the foregoing, the recall rights in the Collective Agreement at Article 7.17 will apply to any layoff which occurs in 2023. For Teachers currently on layoff, the Teacher can elect to retain recall rights or to terminate their employment; such election must be made within two (2) weeks of ratification.
6. The Teacher will be provided with notice and severance in keeping with the *Employment Standards Act, 2000* (the "ESA"), in the event:
 - a. the Teacher's recall rights expire and the Teacher is not returned to work, or;
 - b. an election is made, under paragraph 5 above, by the Teacher to terminate their employment.

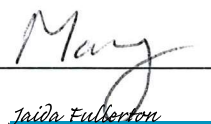
Payments made under the ESA, will be paid by salary continuance and benefits will be reinstate for the period of time reflective of the Teacher's notice and severance entitlement.

7. The terms of the Letter of Understanding RE: VACATION DAY TRANSFER, executed by the Parties on November 19, 2020, will continue to apply with the terms applicable to the 2020 vacation year extended to 2021 and 2022 vacation years. For clarity, the same options as set out in the LOU RE: VACATION DAY TRANSFER will be available to Teachers, as appropriate, in relation to the 2021 and 2022 vacation. The practical application of extension of Letter of Understanding RE: VACATION DAY TRANSFER, including any dates by which an election or selection will need to be made, will be discussed at a Labour Management Meeting.

8. Without limiting the rights under Article 5.04(d), the Union recognizes that the Employer, for the duration of the Renewal Agreement and as part of the Employer's recovery plan, can provide classes online, in person or as a hybrid model, involving both online and in-person contact hours, and a teacher shall instruct/provide classes in the manner required by the Employer. The application of Article 13.06, as modified, will be extended to apply to the manner of class delivery.
9. Notwithstanding Article 13.14 of the Renewal Agreement, up to and including December 31, 2023, as part of the Employer's recovery plan in respect of the ongoing COVID-19 pandemic, the Employer's class enrollment can be up to 18 students for classes taught online, excluding academic, in person and hybrid classes. The Parties will discuss at a Labour Management Meeting the possible, practical challenges associated with the hybrid model; the Employer will consider any recommendation made by the Union for implementation.
10. The Parties herein agree that the terms of this Letter of Understanding, unless otherwise agreed, shall be from the date of ratification by the Union membership and will continue until December 31, 2023.
11. The Parties further agree that this letter forms part of the Renewal Collective Agreement between the Parties and is enforceable as such up to December 31, 2023, unless otherwise stated herein. This letter is grievable and arbitrable as part of the Collective Agreement.
12. The undersigned representatives of the Union will fully recommend the terms of this Letter of Understanding to their members.
13. This Letter of Understanding may be executed and transmitted to the other party by electronic mail, which electronic mail, shall be deemed to be and utilized in all respects as an original. Signatures provided by electronic mail, in Adobe Portable Document Format (PDF) or otherwise, shall be deemed to be original signatures and shall be sufficient to bind each party.

Dated at Toronto, Ontario this 12 day of May, 2021.


Ali Noori, ILSC Education Group


Jaida Fullerton (May 13, 2021 15:14 EDT)
Jaida Fullerton, Ontario Secondary School
Teachers' Federation



EDUCATION
GROUP

Diana Grigorova

Diana Grigorova, ILSC Education Group

Wendy Wells

Wendy Wells (May 13, 2021 14:34 EDT)

Wendy Wells, Ontario Secondary School
Teachers' Federation

Steve McMillan

Steve McMillan, Ontario Secondary School
Teachers' Federation

Lisabeth Dobko

Lisabeth Dobko (May 14, 2021 12:17 EDT)

Lisabeth Dobko, Ontario Secondary School
Teachers' Federation



EDUCATION
GROUP

APPENDIX A — WAGE GRID

	2020	Jan 1st, 2021	Sept 1st, 2023	Dec 31st, 2023
Probationary	24.4	24.4	24.4	24.4
Probationary w/ experience	24.77	24.77	24.77	24.77
0 to 1 years	26.42	26.68	26.95	27.22
1 to 2 years	27.6	27.88	28.15	28.44
2 to 3 years	28.47	28.75	29.04	29.33
3 to 4 years	29.45	29.74	30.04	30.34
4 to 5 years	30.58	30.89	31.19	31.51
5 to 6 years	31.4	31.71	32.03	32.35
6 to 7 years	32.26	32.58	32.91	33.24
7 to 8 years	33.02	33.35	33.68	34.02
8 to 9 years	33.83	34.17	34.51	34.86
9+ years	35.05	35.40	35.75	36.11