

COLLECTIVE AGREEMENT

April 29, 2021 to September 1, 2024

BETWEEN

TORCH EDUCATIONAL FOUNDATION OPERATING AS THE MABIN SCHOOL

(HEREINAFTER REFERRED TO AS THE "EMPLOYER")

AND

UNIFOR AND ITS LOCAL 87-M

(HEREINAFTER REFERRED TO AS THE "UNION")

ARTICLE 1 – PURPOSE OF AGREEMENT

1.1 Purpose of the Collective Agreement

(a) The general purpose of this Agreement between the Employer and the Union (the “Agreement”) is to secure the benefits of collective bargaining, the method of settling any difference between the Parties arising from the interpretation, application, administration or alleged violation of this Agreement, and to set forth the terms and conditions of employment applicable to employees in the bargaining unit and matters to be observed by the Union and the Employer.

(b) The Union recognizes the unique nature of The Mabin School’s longstanding teaching ethos and school culture which impacts the school’s sense of community and the Union agrees to support the Employer in fostering this unique environment, which is consistent with the objective of this Agreement. The Parties acknowledge the Employer’s commitment to being an independent elementary school of excellent quality and recognize the role of staff in contributing to this excellence.

(c) The Employer recognizes the vital role the Union plays in representing its members in the workplace and the labour movement, and understands that its representational structure, found in its national constitution and local by-laws, is an essential ingredient to that mission.

1.2 Conflicting Provisions

In the event of a conflict between an Employer policy or regulation and a term of this Agreement, the Agreement will take precedence.

1.3 Inclusivity

In this Agreement, use of masculine and feminine pronouns will be replaced by use of the pronoun “they”, which aims to be as inclusive as possible by referencing all Employees in a neutral manner, regardless of their sex and/or gender.

ARTICLE 2 – DEFINITIONS

Academic Year – The Academic Year includes up to 190 Teaching Days and shall fall between the Monday before Labour Day to June 30th. “Teaching Days” include instructional days, statutory holidays, and professional development days.

Administrative Employee – An administrative employee is an employee belonging to a job classification other than Teacher, Early Childhood Specialist, Teaching Assistant, Extended Care staff or Custodian for purpose of articles 14 (Hours of Work), 17 (Layoff and Recall), 19 (Other Paid Time) and 21 (Wages).

Bargaining Unit Member – An employee who is part of the Union and is legally represented by the Union.

Casual Employee – Means a Bargaining Unit Member hired on a daily or sporadic basis to cover short term operational needs, peaks and other contingencies but does not include a Supply Teacher or a Temporary Employee. Casual employees shall be covered by all articles of the Collective Agreement except 9 (Employee Administration), 10 (Discharge & Discipline), 12 (Probationary Employees), 13 (Performance Appraisal), 14 (Hours of Work), 15 (Seniority), 16 (Job Vacancies), 17 (Layoff and Recall), 18 (Severance Pay), 19 (Other Paid Time Off Work), 20 (Payroll), 21 (Wages), 22 (Leaves of Absence), 24 (Paid Sick Days), 25 (Group Benefits), 26 (Pension) and Appendix A (Obligatory and Volunteer Activities).

Contact Time – Means time that Teachers, Early Childhood Specialists and Teaching Assistants are expected to be available to supervise students, attend to their duties and/or participate in professional development activity.

Contractors – Means those third parties engaged by the Employer to provide various specialist services to the Employer that do not include bargaining unit work, including but not limited to, fundraising, window and carpet cleaning, various human resources services, coaching, co-curricular leaders, social workers, occupational therapists, speech-language professional and psychologist.

Early Childhood Specialist – An educator assigned in a classroom with a Teacher who is a member in good standing of the Ontario College of Teachers or is a registered Early Childhood Educator and who is a Bargaining Unit Member, but is not hired in the role of Teacher.

Employer – Means the Torch Educational Foundation operating as The Mabin School, as represented by the Principal or their designate.

ESA – Means the Ontario *Employment Standards Act, 2000*.

Full-Time Employee – Means a Bargaining Unit Member regularly scheduled to work 40 hours per week including a half-hour paid lunch.

Mabin Days – Mean paid days off appended to long weekends or term/seasonal breaks (e.g. Friday before Thanksgiving Weekend, Friday before Winter Break, etc.).

Management Staff – Means those individuals excluded from the bargaining unit as provided in Article 3.

Parties – The Employer and the Union, which are signatories to this Agreement.

Part-Time Employee – means a Bargaining Unit Member who works up to 80% of full time weekly hours. An employee working 80% of full-time weekly hours shall be eligible for group benefits and pension as a full time employee. With the consent of the Employer, the Union, and the employee, a part-time employee may work more than 80% but less than 100% of full time hours. Part-time Employees shall be covered by all articles of the Collective Agreement except 15 (Seniority), 17 (Layoff and Recall), 19 (Other Paid Time Off Work), 25 (Group Benefits) and 26 (Pension).

Supply Teacher – Means a substitute teacher replacing an absent Teacher for a continuous period of up to six (6) weeks. Supply Teachers are excluded from the bargaining unit.

Teacher – Means a person who is employed by the Employer, who is a member in good standing of the Ontario College of Teachers and/or is a registered Early Childhood Educator and who is a Bargaining Unit Member.

The Parties acknowledge that in all respects Teachers are subject to the Ontario College of Teachers' Standards of Practice for the Teaching Profession and Ethical Standards for the Teaching Profession.

The Parties agree that if the Ontario College of Teachers or College of Early Childhood Educators has advised the Employer that a Teacher is not in good standing it is the obligation of the Teacher to provide documentary evidence of membership in good standing, failing which termination of employment, which is agreed upon shall be for cause, shall occur.

Temporary Employee – Means a Bargaining Unit Member replacing a full or part time Bargaining Unit member granted an approved leave of absence up to 78 weeks. A Supply Teacher is not a temporary employee. Temporary Employees shall be covered by all articles of the Collective Agreement except 9 (Employee Administration), 10 (Discharge & Discipline), 12 (Probationary Employees), 15 (Seniority), 16 (Job Vacancies), 17 (Layoff and Recall), 18 (Severance Pay), 22 (Leaves of Absence), 24 (Paid Sick Days), 25 (Group Benefits) and 26 (Pension).

Temporary employees are entitled to notice of early termination of their specified term of employment in accordance with the ESA.

The Mabin School – Means the independent elementary school located at 50 Poplar Plains Road, Toronto, Ontario, any other relocated premises or satellite location.

Union – Unifor and its Local 87-M.

Union Representative / Steward – An Employee who represents and defends the interests of Bargaining Unit Members in an official capacity on behalf of the Union, in accordance with the provisions of this Agreement.

ARTICLE 3 – RECOGNITION AND SCOPE

3.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of The Torch Educational Foundation c.o.b. as The Mabin School in the City of Toronto, save and except the Principal, Vice-Principals, no more than two (2) Directors (with the second Director being hired no sooner than Academic Year 2023-24), Supply Teachers, and employees who exercise managerial or confidential duties as defined by section 1(3) b of the Ontario *Labour Relations Act, 1995*.

3.2 The Union recognizes that the management of The Mabin School and direction of its employees is fixed exclusively with the Employer, and shall remain solely with the Employer, except as specifically limited by the provisions of this Agreement. Without restricting the generality of the foregoing, it is the exclusive function of the Employer to:

- a) maintain order, discipline, efficiency and set qualifications;
- b) hire, assign, direct, promote, demote, classify, transfer, layoff, recall, and suspend, discharge or otherwise discipline Bargaining Unit Members subject to the right of a Bargaining Unit Member to grieve to the extent and manner provided herein if the specific provisions of this Agreement are violated in the exercise of these rights;
- c) generally, to manage the operation of an independent elementary school, and, without restricting the generality of the foregoing, maintain The Mabin School's competitive advantage and market position; determine the nature of kind of educational activities conducted by The Mabin School; determine the pedagogy, curriculum, quality of service, teaching processes, standards of performance, and methods of teaching to be employed by Teachers at The Mabin School; determine the kinds and locations of equipment used, hours of work, school timetable, calendar, class size, schedules of work, work assignment and number of personnel to be employed; determine classifications and qualifications for positions, duties and responsibilities; and to determine the extension, limitation, curtailment or cessation of operations; and
- d) issue and enforce from time to time such reasonable rules and regulations as the Employer deems necessary to ensure the successful operation of the independent elementary school at The Mabin School. These rules and regulations shall not be in conflict with this Agreement.

- e) The Employer shall exercise its rights in good faith and in a manner that is fair and reasonable.

All matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the Employer and its exclusive right.

3.3 Where the Employer adds a new job classification to the bargaining unit, it shall notify the Union. The parties will then discuss and determine the appropriate wage or salary level for the new job classification. If no agreement is reached on the wage or salary, the matter may be submitted to arbitration.

ARTICLE 4 – UNION SECURITY AND REPRESENTATION

4.1 Representation

(a) The Employer recognizes the Union's right to appoint or otherwise select four (4) Union Representatives / Stewards to represent Bargaining Unit Members in accordance with the provisions of this Agreement. The Union will provide the Employer with a list of its Representatives / Stewards and will advise the Employer of any changes made to that list. Union Representatives / Stewards must have completed their probationary period, as set out in this Agreement.

(b) The Union Representatives / Stewards have regular duties to perform on behalf of the Employer; therefore, they will not leave their duties during Contact Time for the purpose of handling Union business without permission. Permission shall not be unreasonably withheld.

4.2 Right to Participate in the Union

Both Parties agree to abide by the provisions of the Ontario *Labour Relations Act, 1995* which ensures that there shall be no discrimination, intimidation, restriction, or threat with respect to any Employee for reason of exercising their rights contained in this Agreement, or for membership or participation in the Union, provided such participation does not occur during Contact Time or interfere with the Employer's operation.

4.3 Right of Representation

Bargaining Unit Members shall have the right to have the assistance of the Union and/or a Unifor National Representative.

4.4 Union Membership

(a) Each Bargaining Unit Member, as a condition of their employment, shall become and remain a Member of the Union.

(b) The Employer shall supply the Union, within one (1) month of signing of this Agreement, with a list containing current information (to the extent the Employer has it) for each Bargaining Unit Member, as follows:

- (i) Name (i.e. full legal name and commonly used name);
- (ii) Address;
- (iii) Telephone numbers (i.e. mobile phone and/or home phone);
- (iv) Email addresses;
- (v) Date of hire;
- (vi) Classification;
- (vii) Position;
- (viii) Status (i.e. active or inactive; e.g. due to long-term illness, Leave, or Layoff);
- (ix) Education and experience (i.e. any degrees, diplomas, certificates, qualifications, and/or experience that determine an Employee's Position, rate of pay, and applicable Premiums).

(c) The Employer shall advise the Union, in writing, of any changes to Bargaining Unit Member information no later than seven (7) days after they occur.

(d) The Employer shall advise the Union, in writing, when a Bargaining Unit Member is dismissed, resigns, retires, is promoted to a Management Staff position, takes Leave, and/or in the event of an Employee's injury or death no later than two (2) weeks after the event occurs.

4.5 New Employees

(a) The Employer shall provide the Union, in writing, with information at the new Bargaining Unit Member's time of hire.

(b) The Employer shall advise new employees that this Agreement is in effect.

(c) A Union Representative / Steward shall be allowed sixty (60) minutes with a newly hired employee-outside of Contact Time and/or regular work hours to discuss the Agreement and to sign the new employee into Union membership.

4.6 Union Dues

(a) Union dues from all Bargaining Unit Members shall be paid through automatic payroll deductions at each monthly pay period.

(b) The Employer will deduct from each Bargaining Unit Members' regular pay an amount equal to the regular Union dues in accordance with a dues schedule provided by the Union.

(c) The dues schedule may be amended by the Union with one (1) month notice and the Employer will adjust payroll deductions accordingly on the payday immediately following the notice period.

(d) The Employer will remit to the Union, no later than the tenth (10th) day of each month, all regular Union dues collected during the preceding calendar month.

(e) The Employer will provide the Union with a monthly written statement of the amount of dues remitted to the Union for each Employee.

4.7 Time Off for Union Business

Union Representatives / Stewards shall be granted a leave of absence without pay for the purposes of attending Union training and/or other bona fide Union activities with adequate notice to allow for coverage of the absence, with a minimum of two (2) weeks' notice. No more than two (2) Bargaining Unit Members shall be granted leave for the same day.

4.8 Union-Management Committee

(a) The Parties agree to establish a joint Union-Management Committee. The purpose of this committee will be to discuss matters, other than Grievances and other than matters which are the subject of collective bargaining, relating to the workplace and to work toward an equitable outcome. The Committee cannot alter, modify, or amend any part of the collective agreement.

(b) The Union-Management Committee will be comprised of two (2) Management Staff representatives and two (2) Union Representatives / Stewards.

(c) Either Party may bring additional representatives to meetings when necessary or appropriate provided a request is made to the other Party and permission granted. Such permission shall not be unreasonably withheld.

(d) The Union-Management Committee will meet at least three (3) times per year on a school-term basis, at a time and location mutually agreeable to both. The meetings shall not interfere with Contact Time and/or shall not occur during regular work hours. Each Party will provide the other with a list of agenda items within ten (10) business days of the scheduled meeting.

(e) Union-Management meetings shall be held weekdays before 5 p.m.

4.9 Union Meetings

The Union may request use of the Employer's facilities for Bargaining Unit Members to attend meetings using normal room and equipment booking procedures, after regular hours of work and outside of Contact Time. The Union must make the request forty-eight (48) hours in advance to the Principal or their

designate. The decision to grant the request shall be at the Employer's sole discretion. Such permission shall not be unreasonably withheld.

4.10 Union Bulletin Boards

The Employer will provide the Union with use of a Union Bulletin Board located in a suitable location of the Employer's choice at both the Mabin School and any satellite locations (subject to the availability and the willingness of the satellite location) for official Union Business.

4.11 Paid Education Leave

Effective the Academic Year 2023-2024, the Employer agrees to donate into a special fund, one (1) cent per hour for regular paid hours of each employee for the purpose of providing paid union education leave for bargaining unit employees. Such monies will be paid into the trust fund established by the National Union.

ARTICLE 5 – GRIEVANCE AND ARBITRATION PROCEDURES

5.1 Grievances

For the purpose of this Agreement, a Grievance is defined as a difference arising between the Parties relating to the interpretation, application, administration, or alleged violation of this Agreement. The purpose of this provision is to establish a procedure for the expeditious settlement of Grievances.

5.2 Grievance and Arbitration Procedure

(a) Both Parties shall have the right, at any time, to present Grievances under the procedure outlined in this Agreement.

(b) The following steps constitute the recognized Grievance Procedure under this Agreement:

<u>Step One:</u> Discussion	(i) Discussion between the aggrieved Bargaining Unit Member and a member of Management Staff will occur for the purpose of resolving the dispute. (ii) Bargaining Unit Members may be accompanied by a Union Representative / Steward during discussions between themselves and the Employer.
<u>Step Two:</u>	(i) Failing satisfactory settlement at Step One, the Union shall submit the Grievance, in writing, to Management Staff within twenty

Grievance Submission	<p>(20) business days after the affected grievor became aware, or ought reasonably to have become aware, of the circumstances giving rise to the dispute. The nature of the Grievance, the relevant provisions of the Agreement, a general description of the issue and the remedy sought shall be set out in the Grievance.</p> <p>(ii) Within five (5) business days of the submission of the Grievance, the Management Staff member shall meet with the Union Representative / Steward who submitted the Grievance in an attempt to resolve the Grievance.</p> <p>(iii) Management Staff shall have ten (10) business days from the meeting to give a written reply to the Union.</p>
<u>Step Three:</u> Grievance Advancement	<p>(i) Failing satisfactory settlement at Step Two, the Union may advance the Grievance to Step Three, in writing, to the Principal or their designate within fourteen (14) business days of receipt of the Step Two reply or of the date on which a reply should have been received, whichever is earlier.</p> <p>(ii) The Principal or their designate shall have fifteen (15) business days from the receipt of the Grievance to give a written reply to the Union.</p>
<u>Step Four:</u> Arbitration	<p>(i) Failing satisfactory settlement at Step Three, the Union may advance the Grievance, in writing, to Arbitration within twenty (20) business days of receipt of the Step Three reply or of the date on which a reply should have been received, whichever is earlier. If no request for Arbitration is received within twenty (20) business days of the Step Three reply is given, the Grievance shall be deemed to have been abandoned without prejudice.</p>

(c) All agreements reached under the Grievance Procedure between the Employer and the Union will be final and binding upon the Employer, Union and Bargaining Unit Member(s), and may include such terms upon which the parties may agree.

5.3 Termination Grievance

Any dispute in relation to the termination of a Bargaining Unit Member's employment by the Employer may be initiated at Step Three.

5.4 Discipline Grievance

Discipline Grievances may be initiated at Step Two.

5.5 Policy Grievance

Policy Grievances regarding any difference concerning the interpretation or alleged violation of this Agreement impacting two (2) or more Bargaining Unit Members may be initiated at Step Two, in writing, within twenty (20) business days following the date on which the Union became aware, or ought reasonably to have become aware, of the circumstances giving rise to the dispute.

5.6 Time Limits

- (a) The time limits set out in the Grievance Procedure are mandatory.
- (b) Timelines may be extended by mutual agreement between the Parties and shall not be unreasonably withheld.

5.7 Mediation Process

- (a) The Parties may mutually agree to refer a Grievance to mediation, which will be confidential and without prejudice.
- (b) The mediation process will be agreed to in advance of any mediation.

5.8 Arbitration Procedure

- (a) Failing satisfactory settlement at Step Three of the Grievance Procedure, the Union may advance the Grievance, in writing, to Arbitration within twenty (20) business days of receipt of the Step Three reply or of the date on which a reply should have been received, whichever is earlier. If no request for Arbitration is received within twenty (20) business days of the Step Three reply is given, the Grievance shall be deemed to have been abandoned.
- (b) The Parties agree to discuss the advisability of selecting an Arbitrator of the Parties' mutual choosing, in accordance with the provisions of this Agreement, before seeking the appointment of an Arbitrator by the Minister of Labour.
- (c) The Party referring the Grievance to Arbitration shall propose, in writing, to the other Party the names of three (3) individuals to act as the sole Arbitrator. If the proposed individuals are unacceptable, the other Party shall propose three (3) additional names for consideration. In the event that the Parties cannot agree on an appointment after taking these steps, they may continue to exchange names or request an appointment by the Minister of Labour, pursuant to section 48(4) of the Ontario *Labour Relations Act, 1995*, as amended.
- (d) Each of the Parties will bear its own expenses with respect to any Arbitration proceedings, except that the Parties will bear jointly the expenses of the Arbitrator on an equal basis.

- (e) No matter may be submitted to Arbitration that has not first been properly carried through all preceding steps of the Grievance Procedure.
- (f) The Arbitrator will hear and determine the Grievance and their decision will be final and binding on the Parties hereto and the Bargaining Unit Member affected.
- (g) The Arbitrator shall not have the power to alter, amend, modify, delete, or add to any provisions of this Agreement or to substitute any new provisions for any existing provisions nor give any decision inconsistent with the terms and provisions of this Agreement.
- (h) The Arbitration procedure incorporated in this Agreement shall be based on the use of a single Arbitrator for each Grievance.

ARTICLE 6 – NO STRIKES, NO LOCKOUTS

- (a) The Employer agrees that during the term of this Agreement there will be no lockout as defined by the Ontario *Labour Relations Act, 1995*.
- (b) The Union agrees that during the term of this Agreement there will be no strike as defined by the Ontario *Labour Relations Act, 1995*.

ARTICLE 7 – HUMAN RIGHTS, DISCRIMINATION, HARASSMENT, AND BULLYING

7.1 General Terms

- (a) The Employer and the Union shall recognize the dignity and worth of every person and shall provide equal rights and opportunities without discrimination, harassment, and/or bullying. Furthermore, the Parties will aim to create a climate of understanding and mutual respect for the dignity and worth of every person, so that they feel safe, comfortable, valued, and part of the common workplace.
- (b) This Article outlines the Employer and the Union's commitment to ensure a discrimination-free, harassment-free, and bullying-free workplace, and shall act as a guide for Bargaining Unit Members in adhering to legal and social guidelines regarding the recognition and prevention of discrimination, harassment, and bullying. Bargaining Unit Members who feel that their human rights are being violated may seek protection under this Article.
- (c) The Employer and the Union are committed to the principles and provisions of the Ontario *Human Rights Code* and the *Occupational Health and Safety Act*, and to providing a learning and working environment free from discrimination, harassment, and/or bullying based on race, colour, ancestry, national or ethnic origin, citizenship, creed, religious affiliation, sex, gender identity or expression, sexual orientation, age, marital or partnership status,

family status, physical or mental disability, and conviction for which a pardon has been granted as those terms are defined in the Ontario Human Rights Code (if applicable). Both Parties support the principle that all people are to be treated with dignity and respect.

(d) All matters covered under this Article shall be handled in a reasonable manner with regard to sensitivity and confidentiality by both Parties.

7.2 Definitions

(a) Discrimination is defined as differential treatment of a Bargaining Unit Member on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, disability or any other enumerated ground under the *Ontario Human Rights Code* in the workplace.

(b) Harassment is defined as engaging in a course of vexatious comments or conduct in the workplace that is known or ought reasonably to be known to be unwelcome.

(c) Sexual harassment is defined as engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or making a sexual solicitation or advance where the person making it is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Employees have the right to be free from sexual and gender-based harassment.

The comments or conduct do not have to be sexual in nature. Someone may tease or bother you because of gender-based ideas about how men or women “should” look, dress or behave. If you are a trans person, you are protected from degrading comments, insults or unfair treatment because of your gender identity or gender expression.

(d) The workplace is defined as any land, premises, location, or thing at, upon, in, or near which Bargaining Unit Member works.

(e) Discrimination, harassment, and bullying are in no way to be construed as properly discharged supervisory responsibilities, including disciplinary actions, nor any conduct that does not undermine the dignity or respect of an individual. Neither is this policy meant to inhibit free speech nor to inhibit normal social relations or the exercise of Management functions.

7.3 Complaint Procedure

(a) The Employer and the Union encourage any Bargaining Unit Member who feels that they are the victim of discrimination, harassment, or bullying on the basis of any of the prohibited grounds that are in relation to the Ontario *Human Rights Code* or other applicable laws and regulations that may apply to approach the alleged offender and inform them that their behaviour is unacceptable. If the Bargaining Unit Member is not comfortable approaching the alleged offender, or if there is a reoccurrence of such behaviour, the steps outlined below should be followed.

(b) The Employer and the Union urge any Bargaining Unit Member who feels that they have been a victim of discrimination, harassment, or bullying on the basis of any of the prohibited grounds that are in relation to the Ontario *Human Rights Code* or other applicable laws and regulations that may apply to contact a Union Representative / Steward and a member of Management as soon as possible from the date of the incident. The Employer and the Union strongly suggest that if any third party is aware of any situation of discrimination, harassment, or bullying, that they bring it forward to a Union Representative / Steward and a member of Management. Bargaining Unit Members who believe they have been witness to such behaviour should exercise reasonable judgment in determining their consequent course of action, prior to involving themselves in the situation.

If the complainant believes that their safety or another person's safety is at risk or threatened by the alleged offender(s), this should be noted and appropriate actions taken. Examples of appropriate actions may include separating involved Bargaining Unit Member in the workplace or informing the police.

(c) Upon lodging of the complaint to the Employer, an investigation shall be conducted and carried out by the Employer in a fair and impartial manner. Bargaining Unit Members may have Union representation present during the interview to observe but not advocate or interfere.

(d) The Employer shall comply with its obligations under the *Occupational Health and Safety Act* with respect to an investigation and its findings.

7.4 Prevention and Education

The Employer shall ensure that:

(i) Each Employee covered by this Agreement receives a copy of this Article;

(ii) A copy of this Article is prominently posted in the workplace;

(iii) Management Staff will receive training via the Ontario Human Rights Commission eLearning portal.

ARTICLE 8 – HEALTH AND SAFETY

8.1 Health and Safety Committee

- (a) The Parties are committed to the prevention of injury or illness through the provision and maintenance of healthy and safe conditions in the workplace.
- (b) The Health and Safety Committee will be comprised of two (2) Management Staff members and two (2) Union Representatives / Stewards. During all absences, both Parties will recognize a substitute member as designated.
- (c) Either Party may bring additional Representatives to meetings when necessary or appropriate.
- (d) The Health and Safety Committee will meet at least once every three (3) months. Meetings requested by either Party that are deemed urgent will be held within five (5) business days of the date of the request. Meetings shall not occur during Contact Time and/or regular hours of work.
- (e) Health and Safety Committee meetings shall take place on weekdays prior to 5 pm.
- (f) The Employer and the Union agree that all employees have the right to be free from domestic violence. The Employer recognizes the importance of providing timely and flexible assistance and support to Bargaining Unit Members experiencing domestic violence, specific to individual needs. Accommodation and support that may be considered include leaves of absence under various provisions of this Collective Agreement.

ARTICLE 9 – EMPLOYEE ADMINISTRATION

9.1 Personnel Records

- (a) The Employer will maintain a file for each employee which will include documents that pertain directly to their employment. Bargaining Unit Members may review their personnel file, provided that two (2) days' prior notice is provided to the applicable Management Staff member. The Bargaining Unit Member is entitled to review their personnel file for up to half an hour.
- (b) The contents of personnel files shall be private and confidential.
- (c) Subject to reasonable redactions to protect privacy, Bargaining Unit Members shall receive a copy of any new material to be placed in their file.

9.2 Media Depiction

With the exception of learning materials consumed by students and remote learning forums, the Employer shall honour any reasonable request from a Bargaining Unit Member to withhold, withdraw or delete any media depiction that features the Member, effective November 1, 2020. All such requests shall be made in writing.

9.3 Resources, Materials, and Equipment

The Employer shall determine and ensure that Bargaining Unit Members have access to training, resources, materials, and equipment directly related to properly performing the functions of their job including work processes or tools resulting from technological change.

9.4 Kitchen and Common Areas

The Employer shall provide access to kitchen and common areas for the use of Bargaining Unit Members when those areas are not in use for instructional or promotional purposes.

9.5 Professional Development

The Parties are committed to the concept of continuing professional development. It is an integral element of the teaching profession, and all Bargaining Unit Members will be encouraged to take an active role in their continued professional development. Any professional development and/or training mandated by the Employer shall be paid for by the Employer.

9.6 Co-Curricular & Extra Curricular Activities

The Parties recognize the value and significance of co-curricular and extra-curricular activities to the quality of life and enhancement of students at The Mabin School. Obligatory and voluntary activities are identified in Appendix A.

9.7 Employee Discounts

The Employer shall continue Extended Child Care privileges for Bargaining Unit Members when Extended Child Care is offered. The Bargaining Unit Member must be on school premises while their child or children are in Extended Care, but no Bargaining Unit Member may supervise Extended Child Care when their own child is participating in the program.

ARTICLE 10 – DISCHARGE AND DISCIPLINE

(a) A claim by a Bargaining Unit Member who has completed their probationary period as provided under this Agreement that they have been discharged or disciplined without just cause shall be a proper subject for a

Grievance if a written statement is provided to the Employer as set out by the Grievance Procedure of this Agreement.

(b) The Employer shall advise the Bargaining Unit Member and the Union of any meeting which may result in discipline or at which discipline is imposed, and Bargaining Unit Member may have a Union Representative / Steward accompany them in the meeting.

(c) The Union shall be provided with advance notice that is reasonable in the circumstances.

(c) Any disciplinary action which is intended to form part of the Bargaining Unit Member's employment record shall be given in writing, with a copy to the Union. The disciplinary record shall be removed from the Bargaining Unit Member's employment file after fifteen (15) months, provided that reoccurrence of such a similar infraction does not occur during that period.

(d) Notwithstanding the above provisions, all notices or records related to a breach of a Bargaining Unit Member's duty of care towards a student or minor (during the course of employment or outside employment) shall be kept for a period of thirty-six (36) months or as required by law.

ARTICLE 11 – Bargaining Unit Work

(a) Bargaining Unit work shall only be performed by Bargaining Unit Members, except in circumstances beyond the Employer's control (i.e. emergencies).

(b) Work normally and regularly performed by Bargaining Unit Members shall not be contracted out.

(c) The application of this article shall not be diminished because a change in work processes or tools alters the manner in which bargaining unit work is performed.

ARTICLE 12 – Probationary Employees

(a) The probationary period for all non-Teacher Bargaining Unit Members covered by this Agreement shall be ninety (90) days from the employee's date of hire, the calculation of which shall exclude any absence longer than one (1) day. The probationary period may be extended by a further sixty (60) days by mutual agreement of the Parties. Any Bargaining Unit Member affected by this extension will also be notified in writing. During the probationary period, the Bargaining Unit Member may be terminated at any time for a lesser standard than just cause. The Parties agree that an arbitrator has no jurisdiction to relieve against the

penalty of discharge in the case of a Bargaining Unit Member during their probationary period.

(b) The probationary period for all Teachers covered by this Agreement shall be twelve (12) months from the Teacher's date of hire, the calculation of which shall exclude any absence of longer than one (1) day. The probationary period may be extended by the Employer for a further three (3) months. The calculation of the length of the probationary period shall not include an absence from work greater than one (1) day and the probationary period shall be extended if necessary. During the probationary period, a Teacher may be terminated at any time for a lesser standard than just cause. The Parties agree that an arbitrator has no jurisdiction to relieve against the penalty of discharge in the case of a Teacher during their probationary period.

(c) Upon successful completion of the probationary period as defined in this Agreement, Full-Time Bargaining Members shall be placed on the appropriate Seniority List as of their date of hire.

ARTICLE 13 – PERFORMANCE APPRAISAL

Bargaining Unit Members shall be evaluated by the Principal or their designate in accordance with established procedures. Such performance evaluations shall be held at the timing and discretion of the Principal.

ARTICLE 14 - HOURS OF WORK

14.1 Teachers, Early Childhood Specialists and Teaching Assistants

(a) The work week shall be forty (40) hours of Contact Time, Monday to Friday. Any duties performed during the Summer Break are strictly voluntary. A regular work day shall be eight (8) hours (e.g. 8 a.m. to 4 p.m.) including a thirty (30) minute paid lunch.

(b) The Employer shall continue its past practice of an appropriate and equitable allocation of Contact Time for each Teacher, Early Childhood Specialist and Teaching Assistant. At the beginning of the Academic Year, the Employer shall table a proposed schedule to a staff committee which shall evaluate the proposal and provide feedback to the Employer. The final schedule is at the discretion of the Employer.

(c) A Teacher shall be granted one (1) instructional day free of other responsibilities to complete each round of report cards.

14.2 Administrative and Custodial Employees

- (a) The daily hours of work for Administrative and Custodial employees shall be eight (8) hours including a paid meal break of thirty (30) minutes. Part-time Employees may work a shorter day than eight (8) hours.
- (b) The work week for full-time Administrative and Custodial employees shall consist of five (5) weekdays, i.e. excluding the weekend. Part-time Employees may work less than a five (5) day week and may be assigned to work on any day of the week, including weekends.
- (c) Administrative and Custodial employees are entitled to two (2) fifteen (15) minute paid rest periods in each eight (8) hour day.
- (d) Part time Administrative and Custodial employees are entitled to the same meal break and rest periods as Full Time Employees on a pro-rated basis provided their work day exceeds four (4) hours.
- (e) During the months of July and until the middle of August, the daily hours of work for full-time administrative staff shall be reduced to six (6) hours, including a thirty (30) minute meal break, without loss of regular pay provided above. The reduced hours may be temporarily suspended on any given day at the discretion of the Employer.

14.3 Overtime

- (a) For authorized hours worked in excess of a regular work week, all employees other than Teachers shall be entitled to overtime at the ESA premium rate. Activities in Appendix A are not overtime.
- (b) Overtime earned by an employee under Article 14.3(a) may be banked as time in lieu at the option of the employee at the ESA premium rate. Lieu time shall be scheduled at a time mutually convenient to the employee and the Employer.

ARTICLE 15 - SENIORITY

15.1 Seniority

- (a) For Bargaining Unit Members employed as of the date of ratification, seniority shall be based on their most recent date of hire with the Employer or its predecessors.

- (b) Seniority shall continue to accumulate for Bargaining Unit Members on approved Leaves, Vacation, and/or Sick Days as outlined in this Agreement.
- (c) All Bargaining Unit Members' names will appear on a Seniority List indicating their date of hire and classification, and will be revised every six (6) months and a copy provided to the Union.
- (d) In the event that more than one (1) Bargaining Unit Member is hired on the same date, their seniority will be determined by lot, which will be conducted jointly by the Parties to ensure that the results are random and unbiased.

15.2 Loss of Seniority

- (a) A Bargaining Unit Member will lose their Seniority and their employment shall be deemed to terminate under the following circumstances:
 - (i) When the Employer discharges a Bargaining Unit Member for just cause and they are not reinstated pursuant to the provisions of the Grievance Procedure;
 - (ii) When a Bargaining Unit Member voluntarily leaves their employment with the Employer;
 - (iii) When the Employer lays a Bargaining Unit Member off for a period in excess of their Recall Rights as provided under this Agreement;
 - (iv) When a Bargaining Unit Member fails to advise the Principal or their designate within five (5) business days of receipt of a registered letter offering Recall whether the Bargaining Unit Member wishes to accept or decline the Recall offer. A registered letter mailed to the last known address of the Bargaining Unit Member shall constitute a reasonable effort at Recall on the part of the Employer;
 - (v) When a Bargaining Unit Member fails to return to work from an authorized Leave of Absence on the next scheduled working day following the expiry of the Leave, without a reasonable explanation;
 - (vi) If a Bargaining Unit Member utilizes a Leave of Absence for reasons other than for which it was granted.
- (b) When a Bargaining Unit Member is voluntarily transferred to a position outside of the Bargaining Unit for more than two (2) Academic Years they shall lose their seniority and no longer be a Bargaining Unit Member for purposes of this Agreement. Seniority is not accrued for service outside the bargaining unit.

ARTICLE 16 – JOB VACANCIES

16.1 Where a vacancy for any Bargaining Unit Member position occurs at The Mabin School for a period longer than ninety (90) Days, the Employer shall communicate the vacancy to the Union.

16.2 A vacancy shall be posted for at least ten (10) business days before the deadline for applications for the position. In the event of a vacancy arising because of an unplanned absence communicated to the Employer by a Bargaining Unit Member, the vacancy may be posted for no more than five (5) days. The notice posted by the Employer will set out the position and status, as well as a general description and requirements of the vacancy.

16.3 In filling the vacancy, the Employer shall consider the qualifications, experience, skills, and seniority of the Bargaining Unit Member or an external applicant. If qualifications, experience, and skills are similar, then seniority shall be the deciding factor.

16.4 In the event that an internal applicant is successful, the Employer has the discretion to delay the commencement of the Bargaining Unit Member's new position until the start of the following Academic Year and to fill the position temporarily until that time.

16.5 In the event a Bargaining Unit position is posted and a qualified candidate is not identified for continuing appointment, the position may be filled on an occasional basis or by the Employer.

ARTICLE 17 – LAYOFF AND RECALL

17.1 Layoff

(a) In the event of indefinite layoff, except in the event of a school closure that could not have been reasonably anticipated by the Employer, the Employer shall notify the Union and the affected employees a minimum of thirty (30) calendar days in advance of the layoff, or, in the case of layoffs of up to thirteen (13) weeks, a minimum of twenty-one (21) calendar days in advance.

(b) Layoffs of Teachers shall be in reverse order of seniority provided those remaining are qualified, including specialized teaching skills or credentials, to perform the available work.

(c) Layoffs in all other job classifications shall be in reverse order of seniority, by classification.

- (d) An employee who receives a notice of layoff may elect to displace the most junior employee in another job classification in the same or lower paid job category, if qualified to perform the work with orientation.
- (e) Temporary positions may be offered to Bargaining Unit Members who are on layoff provided they are qualified to perform the duties of the position.
- (f) An employee who belongs to a job classification in which a layoff notice has been issued to a more junior employee may volunteer to accept that layoff, with severance pay, and the Employer shall accept the volunteer on the basis of seniority.

17.2 Recall

- (a) Bargaining Unit Members will ensure the accuracy of their contact telephone number and email address, in order for the Employer to contact them for Recall.
- (b) Employees may remain eligible for recall for a maximum of twelve (12) months, excluding summer months.
- (c) Recall of Teachers shall be in reverse order of seniority provided those eligible are qualified, including specialized teaching skills or credentials, to perform the available work.
- (d) Employees shall be recalled to their former job classifications in order of seniority.

ARTICLE 18 – SEVERANCE PAY

18.1 An employee, who has at least two (2) years of service, who is laid off shall be paid severance pay in the event they elect to forfeit recall rights at any time up until the expiry of those recalls rights. Upon expiry of recall rights, the employee shall be paid severance pay.

18.2 Severance pay shall be calculated based on the number of completed years and months of continuous service multiplied by one and a half (1.5) weeks' current salary.

18.3 The cap on severance pay shall be twenty-six (26) weeks' salary.

ARTICLE 19 – OTHER PAID TIME OFF WORK

19.1 The following dates or days shall be paid time off as indicated:

- All ESA Statutory holidays (all staff)*
- 2 Personal Days (all staff)*
- No fewer than three (3) Mabin Days (all staff except custodial)
- 2 days Fall Mid Term Break (all staff)
- 2 weeks December Break (all staff; Full Time Custodial (3 days), Part Time Custodial (1.5 days))
- 2 days Winter Mid Term Break (all staff)
- 2 weeks March Break (Teachers, Early Childhood Specialists, Teaching Assistants)
- 1 week March Break (Administrative, all Custodial)
- Easter Monday (all staff)
- No fewer than three (3) Bereavement Days (all staff)*
- Significant Religious Holidays – two (2)
- Summer Break: July 1st to the Monday before Labour Day (Teachers, Early Childhood Specialists, Teaching Assistants)
- Summer Break (Administrative (3 weeks) and Custodial (2 weeks))¹
- No less than twelve (12) Professional Development days (Teachers, Early Childhood Specialists and Teaching Assistants)*

19.2 None of the above paid days or weeks are interruptions of active employment.

19.3 Asterisked paid days are deemed included in the Academic Year for Teachers and Early Childhood Specialists.

19.4 Temporary Employees are entitled to paid time off in accordance with this article except Personal Days.

ARTICLE 20 – PAYROLL ARRANGEMENTS – TEACHERS & EARLY CHILDHOOD SPECIALISTS

20.1 A Teacher or an ECS actively employed for the Academic Year shall be remunerated in twelve equal monthly salary payments between September 1st and August 31st. The monthly pay shall provide the earnings basis for the purpose of government payroll deductions (e.g. CPP and EI) and program benefits (e.g. EI), OTPP pension participation, and group benefits.

20.2 In the event the active employment of a teacher or ECS is interrupted or terminated for any reason (including but not limited to resignation, probationary release, termination for cause, layoff, pregnancy and parental leave) in the

¹ Red-circle those with higher entitlements.

course of the payroll year of September 1st to August 31st, the Teacher or ECS shall be remunerated with a further lump sum payment for the number of teaching days employed up until that interruption or termination based on the following calculation:

- i) Annual salary divided by 10, multiplied by the number of months and days actively employed during the Academic Year; minus
- ii) Monthly salary paid or owing from September 1st up until the interruption or termination of employment; equals the lump sum.

ARTICLE 21 – WAGES

21.1 Wages and salaries shall be paid according to the following appendices:

- Appendix B – Teachers
- Appendix C – Teaching Support Staff
- Appendix D – Administrative and Custodial

21.2 Temporary Employees shall be paid at the rate or step on the appropriate wage grid at the discretion of the Employer. Pay will be calculated in the same manner as the permanent position which they are replacing.

ARTICLE 22 – LEAVES OF ABSENCE

22.1 Statutory Leaves

(a) The Employer agrees to comply with regulations pertaining to Leaves covered under the Ontario *Employment Standards Act, 2000*, which includes:

- (i) Domestic or Sexual Violence Leave;
- (ii) Pregnancy Leave;
- (iii) Parental Leave;
- (iv) Family Caregiver Leave;
- (v) Family Medical Leave;
- (vi) Critical Illness Leave;
- (vii) Child Death Leave;
- (viii) Crime-Related Child Disappearance Leave;
- (ix) Organ Donor Leave;
- (x) Reservist Leave;
- (xi) Family Responsibility Leave;

- (xii) Bereavement Leave
- (xiii) Emergency Leave: Declared Emergencies and Infectious Disease Emergencies

(b) During the above-noted Statutory Leaves, the Employer shall continue to pay an Employee's Health Insurance Plan premiums.

(c) Bargaining Unit Members shall inform the Employer that they will be taking a Statutory Leave before starting the Leave. In the event of a pregnancy leave or parental leave, the Bargaining Unit Members is required to give the Employer at least four (4) weeks' written notice and such leave is available to a Bargaining Unit Member who will have completed thirteen (13) weeks of service prior to the date application.

(d) Notice of the Statutory Leave must be given to the Employer in writing. If an Employee is unable to notify the Employer in advance, they will inform them in writing as soon as possible after starting it.

22.2 Other Unpaid Leaves of Absence

(a) The Employer, in its sole discretion, may grant a Bargaining Unit Member an Unpaid Leave of Absence. During such an absence, the Bargaining Unit Member shall not be able to participate in the Employer's benefit plan unless the Employee agrees to pay the full premium for such benefit plans by way of post-dated cheque.

Notwithstanding article 15.1(b), seniority shall only accrue during a discretionary unpaid leave of absence for up to thirty calendar days.

(b) Such leaves shall not be used to extend vacations.

(c) In the event that a Bargaining Unit Member is unable to perform the duties of their job, the Employer will abide by its obligations under the Ontario *Human Rights Code*, subject to the Employer's right to request updated medical information to substantiate the request for the Leave and to maintain the confidentiality of that information.

22.3 Union Office Leaves, Jury Leaves

(a) A Bargaining Unit Member with seniority, elected or appointed to a full-time Union office, may make written application for a Leave or unpaid Union Office Leave for the period of their first term of active service in such office. Leave is at the discretion of the Employer. If Leave is granted, additional Leaves for service in such office may be granted at the option of the Employer upon written application by the Bargaining Unit Member.

(b) A Bargaining Unit Member granted such Leave shall be entitled to reinstatement at their prior step on the applicable wage grid to such work as they

may be entitled on the basis of the Seniority provisions of this Agreement. Seniority rights shall continue to accumulate during the period of such Leave.

(c) The Bargaining Unit Member's request for Union Office Leave may also include the necessary time to campaign for such office.

(d) Bargaining Unit Members are entitled to a job-protected, unpaid Leave in the event they are selected for jury duty.

ARTICLE 23 – PAID SICK DAYS

23.1 There shall be ten (10) paid days per year for Full-time Employees.

23.2 Temporary Employees are eligible for one (1) sick day in each half-year.

23.3 Paid sick days cannot be banked or carried over.

23.4 No under-my-care doctor's note shall be required by the Employer unless there are reasonable grounds for suspecting abuse of leave and is paid for by the Employer. An exception applies to a note covering a multiple day absence which may always be required by the Employer at the employee's expense.

ARTICLE 24 – HEALTH INSURANCE PLAN AND BENEFITS

The Employer shall continue to provide the current, or a reasonably equivalent plan group health and dental, life insurance, and LTD benefits. Employer shall pay 100% of premiums for all benefits, except for LTD which shall be 100% employee pay.

ARTICLE 25 – PENSION

Eligible employees shall participate in the OTPP. For Full-time employees not eligible for the OTPP, the current or reasonably equivalent RRSP program shall continue with the Employer's fixed contribution of 12.9%.²

² Red-circle R. Martin and W. Martin; Graduated pension for A. Lavia at 6% in 21-22, 8% in 22-23 and 10% in 23-24.

ARTICLE 26 – TERM OF AGREEMENT

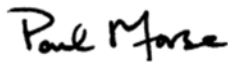
- (a) The term of this Collective Agreement shall be effective from **April 29, 2021** to **September 1, 2024** inclusive. The Agreement shall remain in full force and effect during the entirety of this term.
- (b) The Agreement may be changed or amended in any way deemed necessary by both Parties upon mutual agreement, in writing, at any time during the term of this Agreement.
- (c) The Agreement may be extended beyond its expiry date for any period that is mutually agreed upon by both Parties, in writing, subject to the requirements of the Ontario *Labour Relations Act, 1995*.
- (d) Either Party may serve notice to bargain 90 days before the expiry of the Agreement in accordance with the Ontario *Labour Relations Act, 1995*.
- (e) Upon expiry of the Agreement, all terms, conditions, wages, and benefits shall remain in effect until a new Agreement is reached, or until the Union commences a lawful strike or the Employer commences a lawful lockout.



Howard Law
National Representative, Unifor



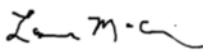
Nancy Steinhauer
Principal, The Mabin School



Paul Morse
President, Local 87-M



Rachel Mathews
Vice Principal of Finance and Operations



Lauren McGuire



Dayana De La Cruz

Appendix A – Obligatory and Volunteer Activities

OBLIGATORY				
	Teacher s	EC S	Admin	Custodial
Weekly Staff Meeting	Y	Y	Y	N
Curriculum Night - 1 x annually	Y	Y	Y	Y
BBQ - 1 x annually	Y	Y	Y	Y
School Concert x 1	Y	Y	Y	Y
Minimum 1 Committee per year	Y	Y	Y	N
One (1) evening speaker per year	Y	Y	Y	Y
Bi-weekly collaboration until 4:30 pm (currently Monday) provided an activity is scheduled	Y	Y	N	N
Parent conferences (defined below)*	Y	Y	Y	Y
Discretionary Parent Teacher meetings (after hours)	Y	Y	N	N
Overnight Trips (grades 4,5,6) (2-5 nights) once/year	Y	Y	N	N
Home visits (mandatory for Kindergarten teachers Voluntary for ECS)	Y	N	N	N
VOLUNTARY				
Fundraising				
Open House				
Other committee Work				
Weekend events				
Any other Extra Curricular activities				

*Parent Conferences – Goal Setting– in-day – and after hours (4 pm) with additional sessions on an exceptional basis after consultation between the Principal and the Teacher.

*Parent Conferences – Portfolio - in-day – and after hours (4 pm) with additional sessions on an exceptional basis after consultation between the Principal and the Teacher.

Appendix B – Teacher Job Classification and Wages

1. Effective ratification, current incumbents shall continue to be assigned to their current A3 or A4 wage grid unless the QECO process determines otherwise.
2. Effective September 1, 2021, placement of a teacher on the 2021-2022 A3/A4 wage grid shall be based upon automatic progression from their 2020-2021 step.
3. Annual progression on the wage grid shall take place at the commencement of each Academic Year and shall be automatic, including Teachers who are or have been on pregnancy and parental leave.
4. 20-21 salary increase of 1% including retroactive pay (to September 1, 2020) for all Teachers who did not receive the GWI.
5. GWI is guaranteed for all Academic Years.
6. Going forward after implementation, placement and advancement on the grid shall follow QECO. Notwithstanding the foregoing, a Teacher may be placed at a higher step on the grid upon hiring in order to avoid a reduction in salary from his or her previous employment at the discretion of the Employer.
7. 1% retroactive GWI effective September 1, 2020 for Thomas, Ali, Cornibert, Muntean, Hassanali, Thirunavukkarasu, Brintnell, Lavia.
8. Any Associate Teachers returning at the beginning of the Academic Year 21-22 shall be paid no less than \$45,000.00.

	21-22		22-23		23-24	
	A3	A4	A3	A4	A3	A4
0	\$52,538.21	\$56,821.61	\$53,194.94	\$57,531.88	\$54,125.85	\$58,538.69
1	\$56,065.72	\$59,905.37	\$56,766.54	\$60,654.19	\$57,759.95	\$61,715.64
2	\$59,796.22	\$63,571.61	\$60,543.67	\$64,366.26	\$61,603.19	\$65,492.67
3	\$63,519.59	\$67,252.13	\$64,313.58	\$68,092.78	\$65,439.07	\$69,284.41
4	\$67,450.03	\$71,520.23	\$68,293.16	\$72,414.23	\$69,488.29	\$73,681.48
5	\$70,334.87	\$75,790.37	\$71,214.06	\$76,737.75	\$72,460.31	\$78,080.66
6	\$75,294.60	\$80,053.37	\$76,235.78	\$81,054.03	\$77,569.91	\$82,472.48
7	\$79,219.95	\$84,330.65	\$80,210.20	\$85,384.78	\$81,613.87	\$86,879.01
8	\$83,141.21	\$88,591.60	\$84,180.48	\$89,699.00	\$85,653.63	\$91,268.73
9	\$87,070.64	\$92,863.78	\$88,159.02	\$94,024.58	\$89,701.80	\$95,670.01
10	\$90,999.04	\$97,094.14	\$92,136.53	\$98,307.81	\$93,748.92	\$100,028.20
11	\$92,146.65	\$97,858.19	\$93,298.49	\$99,081.42	\$94,931.21	\$100,815.35
12	\$93,984.99	\$99,071.98	\$95,629.73	\$100,805.74	\$97,542.32	\$103,021.86

Appendix C – Teaching Support Staff

Experience	Teaching Assistant	ECS with ECE	ECS with OCT
New Hire Starting Salary			
1	\$33,000	\$38,500	\$41,500
2	\$34,500	\$40,000	\$43,000
3	\$36,000	\$41,500	\$45,000
4	\$37,500	\$43,000	\$47,000
5	\$38,500	\$45,000	\$49,000
6	\$40,500	\$47,000	\$51,000
7	\$42,500	\$49,000	\$53,000
8	\$43,500	\$51,000	\$55,000
9	\$44,500	\$53,000	\$57,000
10	\$45,500	\$55,000	\$59,250

- Progression through grid is automatic each Academic Year
- GWI moves by 1% in 21-22, 1.25% in 22-23 and 1.75% in 23-24
- New hires may be placed at a higher step on the grid upon hiring at the discretion of the Employer
- N. Hohenkerk and S. Horgan go to Step 10 on ECS with OCT grid
- A. Lavia to be placed at Step 5 on Teaching Assistant grid next time he is assigned to the Teaching Assistant classification

Extended Care

- \$20.00/hr
- GWI in subsequent Academic Years as follows: 1% in 21-22, 1.5% in 22-23, 1.5% 23-24

Extended Care Coordinator

- \$30.00/hr starting salary
- Increase by GWI of 1% in 22-23 and 1% in 23-24
- Before school sports with Andy to be paid at same rate as Extended Care Coordinator
- A. Lavia to go to \$31.00 effective Academic Year 21-22

Appendix D – Administrative and Custodial Job Classification and Wages

ADMINISTRATION

Position	New Hire Starting Salary	Current Annual Salary	2021-22 (2%)	2022-23 (2%)	2023-24
IT Specialist	\$50,000	\$56,661	\$57,794	\$58,950	\$61,013
Registrar / Executive Assistant	\$48,000	\$56,560	\$57,794	\$58,950	\$61,013
Business/ Accounting / Admissions Office	\$53,000	\$59,000	\$60,180	\$61,384	\$62,611

- New Hire starting salary remains constant for duration of Agreement
- New hires may be given a higher starting salary at the discretion of the Employer
- The Employer agrees not to unilaterally transfer the duties of A. Inui or d. De La Cruz to any other Bargaining Unit Member.

CUSTODIAL

2%	2%	
Hourly Rate	Hourly Rate	Hourly Rate
2021-22	2022-23	2023-24
\$21.22	\$21.65	\$22.15
\$21.74	\$22.17	\$22.67
\$19.73	\$20.12	\$21.12

- New Hire starting salary remains constant for duration of Agreement
- New hires may be given a higher starting salary at the discretion of the Employer
- GWI for all incumbents is 2% in Academic Years 21-22 & 22-23
- W. Martin and P. Tsering increased by \$0.50 hour in Academic Year 23-24
- R. Martin increased by \$1 per hour in Academic Year 23-24

LOU # 1 - Easements to Bargaining Unit Work

The following easements to Article 11 are deemed not to be violations of the collective agreement:

- Contractors performing their own work as defined in article 2
- Supply Teachers performing their duties as defined in article 2
- Unanticipated absences of custodial staff may be performed by agency staff if bargaining unit custodial staff are unavailable
- Vice Principal – teaching duties as per past practice, not to be increased beyond 50/50
- One (1) Director with teaching duties as per past practice, not to be increased beyond eight (8) periods
- Temporary arrangements (locations and staffing) due to COVID-19:
 - Custodian agency contractors – during COVID-19 Pandemic at Prince Arthur
- Weekend drop-in program and evening childcare – may be provided by non-union employees or others, provided Bargaining Unit Members are offered the work first