

**Collective Agreement**

**Between**

**Blaisdale Montessori School**

*(Hereinafter referred to as the "Employer")*

**and**

**Canadian Union of Public Employees**

**And its Local 5257**

*(Hereinafter referred to as the "Union")*

Effective date: Expires August 31<sup>st</sup> 2024

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## **ARTICLE 1 – RECOGNITION**

### **1.01 Bargaining Unit**

BMS recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees of the employer Blaisdale Montessori School in the Regional Municipality of Durham and the City of Toronto, Ontario, save and except Trades, Maintenance, and Outside Workers; Administrators; Office Managers; Owners; Accounts Payable Manager; Supervisors; and those above the rank of Supervisor.

### **1.02 Work of The Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except: (i) in cases agreed mutually upon in writing by both parties; (ii) in cases of emergency; (iii) training; or (iv) unforeseen circumstances. Notwithstanding the above, the use of volunteers and co-op students shall be permitted as long as this does not result in reduction of work for bargaining unit members. It is also agreed that the employees designated in the Letter of Understanding regarding this Article 1.02, with the dual function of Supervisor or Administrator and Teacher are excepted from this clause.

### **1.03 No Contracting-Out**

BMS agrees not to contract out any existing work or services that would directly result in a lay-off of an employee unless that employee has volunteered to accept a lay-off.

### **1.04 No Other Agreements**

No employee shall be required or permitted to make any written or verbal agreement with BMS or its representatives which may conflict with the terms of this Collective Agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with BMS without proper authorization from the Union.

In order that this may be carried out, the Union will supply BMS with the names of its officers. Likewise, BMS will supply the Union with a list of its Supervisors or Administrators with whom the Union may be required to transact business.

### **1.05 Representatives of Canadian Union**

An authorized representative of the Union will be entitled to visit the workplace during working hours subject to the following:

- (a) The Union representative speaks to or communicates in writing with the Supervisor or Administrators, not less than forty-eight (48) hours prior to such visit and receives permission to visit. BMS agrees that such permission will not be unreasonably denied.
- (b) The Union agrees that visits to the workplace will not interfere with work, care to the children, or the operation of BMS.

## 1.06 **Definitions**

- (a) **School Teachers** – meaning employees who regularly hold positions as Teachers in an Elementary, Casa 2 or Kindergarten class during the School Year.
- (b) **CCEYA Teachers** – meaning employees who regularly hold positions as Teachers in a Toddler or Casa 1 class during the School Year save and except certified Montessori Teachers who were hired as Teachers in a Casa 1 class before August 31, 2015; the parties agreeing that such employees will be treated as School Teachers for the purpose of this Agreement.
- (c) **Specialty Teachers** – meaning employees who regularly hold positions as subject specialists, including French Language, Elementary Music and Gym. For clarity, independent contractors hired by BMS do not fall under the category of Specialty Teachers and any independent contractor hired by BMS shall not be considered an employee for the purpose of this Agreement.
- (d) **Assistants** – meaning employees who regularly hold positions as Assistants in one or more classes.
- (e) **Office Employees** – meaning employees who regularly hold positions in any of BMS' administrative offices.
- (f) **Temporary Employees** - meaning employees who are employed by BMS for a fixed period of time and/or who are on-call to temporarily replace an employee who is permanently employed (a "Temporary Vacancy"), for example, when a permanent employee is ill, on leave of absence, or on pregnancy and parental leave. The Temporary Vacancy shall not exceed the greater of six (6) months or the number of months remaining in the School Year during which the Temporary Employee commenced employment, except where a Temporary Employee is covering a pregnancy and parental leave, in which case, the Temporary Vacancy shall not exceed a total of seventy-eight (78) weeks. It is further agreed where a permanent employee is on a medical leave of absence greater than six (6) months; or the return date is unknown, the Temporary Vacancy may be extended until the end of that leave.
- (g) **Probationary Employees** – meaning employees who are serving the probationary period defined in Article 11.03.

- (h) **School Year** – means the term commencing Monday prior to Labour Day (which is five (5) working days before the first day of elementary classes) and ending one (1) week (being five (5) working days) following the last day of elementary classes annually in accordance with industry practice as may change from time to time.

It is understood the School Year shall include one (1) PD day, which is usually on the 1<sup>st</sup> Friday of November which date may change from time to time. It is further agreed that School Teachers who work on a Thursday evening in February to conduct Parent interviews will work a half day on the following Friday.

Note: For the first week of the school year School Teachers will have the Friday afternoon (1/2 day) off provided they have not been late or absent that week and have prepared their classroom.

### **1.07 Temporary Employees**

- a) Temporary Employees shall be covered by all terms of the Collective Agreement with the exception of the following:
- i) Article 11.01 – Should a Temporary Employee be hired as a permanent employee within one (1) month of the expiry of their temporary assignment they shall be credited with all seniority for time worked in the temporary assignment after the successful completion of their Probation Period and in accordance with Article 11.01.
  - ii) Article 11.03 – A Temporary employee hired as a permanent employee within one (1) month of the expiry of their temporary assignment shall have all time worked in the temporary assignment credited towards their Probationary Period as defined in Article 11.
  - iii) Article 13 (except 13.06 which shall apply)
  - iv) 18.03 - except that:
    - A Temporary Employee in a salaried position whose temporary assignment exceeds four (4) months shall start to accumulate sick leave after actively working four (4) months in the temporary assignment. This sick leave shall then accumulate at a rate of 0.6 days per month of sick leave for each month of active employment in a given School Year.
    - A Temporary Employee in a hourly position whose temporary assignment exceeds four (4) months shall start to accumulate sick leave after actively working four (4) months in the temporary assignment. This sick leave shall then accumulate at a rate of 0.2 days per month of sick leave for each month of active employment in a given School Year.
  - v) Article 19.01, 19.02, 19.03, 19.04, 19.05 and 19.09

vi) Article 24.02

- b) Temporary Employees will be deemed to at all times be probationary employees for the purposes of the Collective Agreement in accordance with Article 11 while they are employed as Temporary Employees (regardless of whether that period exceeds the probationary period otherwise applicable to a non-temporary employee in their classification).
- c) Temporary Employees shall not be permitted to apply for a permanent vacancy at BMS pursuant to article 12.01(a) during the period of their temporary assignment unless the start date for the permanent vacancy is following the expiry date of the Temporary Employee's temporary assignment.

**1.08 Videoconferencing**

Where this Agreement provides that a meeting or discussion is to take place, and where the attendees include individual employee staff, union reps or management who are from an alternate campus where the employee or individual requesting the meeting takes place, the School and the Union will discuss whether to hold such meeting or discussion via Zoom or other videoconferencing platform based on a consideration of operational needs and travel requirements.

**ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01** The Union agrees that it is the exclusive right of BMS to manage its business and to direct its working forces except where these rights have been specifically modified by the terms of this Agreement. Without limiting the generality of the foregoing, BMS shall have the right to:
- i. maintain order, discipline and efficiency;
  - ii. create and enforce rules and regulations to be observed by employees;
  - iii. determine quality standards and the required employee performances in all job classifications;
  - iv. establish and alter work schedules including determination of the starting and quitting time of each employee;
  - v. determine job content, create and abolish jobs;
  - vi. hire, direct, promote, transfer, re-classify, lay off, demote, discipline, suspend and discharge; and
  - vii. establish new job classifications and determine the rate thereof in accordance with Article 12.05.

**2.02** The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth, BMS therefore retaining any rights not otherwise specifically covered by this Agreement, irrespective of whether the same have been hereto specified.

**2.03** These functions shall be exercised in a manner consistent with this Agreement.

### **ARTICLE 3 - NO STRIKE OR LOCKOUTS**

**3.01** In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and BMS agrees that there will be no lockout, in accordance with the Ontario *Labour Relations Act, 1995*.

### **ARTICLE 4 - NO HARASSMENT OR DISCRIMINATION**

#### **4.01 No Discrimination**

BMS or the Union shall not discriminate against any employee contrary to the Ontario *Human Rights Code*, as amended from time to time.

For reference purposes only, the *Code* prohibits discrimination on the basis of:

- Age
- Ancestry, colour, race
- Citizenship
- Ethnic origin
- Place of origin
- Creed
- Disability
- Family status
- Marital status (including single status)
- Gender identity, gender expression
- Receipt of public assistance (in housing only)
- Record of offences (in employment only)
- Sex (including pregnancy and breastfeeding)
- Sexual orientation.

#### **4.02 Respectful Workplace**

- (a) BMS and the Union jointly affirm that every employee shall be entitled to a respectful workplace. and that the environment must be free of behaviour such as discrimination, harassment, disruptive workplace conflict and disrespectful behaviour.

- (b) Allegations of harassment are very serious. The exercise of management functions and/or the provision of direction to employees does not constitute harassment.

#### **4.03 Sexual Harassment**

Every employee of BMS has the right to an environment free from sexual harassment in accordance with the *Occupational Health & Safety Act* and Ontario *Human Rights Code*.

### **ARTICLE 5 - UNION SECURITY AND CHECK-OFF**

#### **5.01 Union Security**

- (a) All employees of BMS shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union upon commencement of employment. BMS shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.
- (b) The Union shall indemnify and save harmless BMS, its agents and/ or employees acting on behalf of BMS from any and all claims, demands, actions or causes of action arising out of or in any way connected with the collection, or attempted collection, custody, accounting or remittance of Union dues.

#### **5.02 Deductions**

Deductions shall be made from the payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names, addresses, emails and phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the President of the Local Union.

#### **5.03 New Employees**

- (a) BMS agrees to acquaint new employees with the fact that a Union Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- (b) On each dues remittance report submitted to the Union, BMS shall highlight any new employees who commenced employment with BMS during that period.

#### **5.04 T4 Slips**

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

#### **5.05 Copies of Agreement**

Copies of the Collective Agreement will be available electronically and printed for distribution by the Union Executive.

A copy of the Collective Agreement shall be supplied to all new employees by BMS at the time of hire. An electronic copy of the Collective Agreement may be provided at the new employee's request or where a hard copy is not available.

### **ARTICLE 6 - CORRESPONDENCE**

#### **6.01 Correspondence**

All written correspondence between the parties, arising out of this Agreement, shall pass to and from Human Resources and the Recording Secretary.

#### **6.02** A copy of any written correspondence between BMS or its designate and any employee pertaining to hiring, transfers, layoff, recall or discipline shall be forwarded to the Recording Secretary of the Union or her designate.

This Article 6.02 shall not apply to written correspondence between BMS or its designate and any employee pertaining to a transfer of ten (10) days or less in the ordinary course of business.

### **ARTICLE 7 – LABOUR-MANAGEMENT**

#### **7.01 Representation**

No individual employee or group of employees shall undertake to represent the Union at meetings with BMS without proper written authorization from the Union. In order that this may be carried out, the Union will supply BMS with the names of its officers. Similarly, BMS shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

#### **7.02 Bargaining Committee**

A Bargaining Committee shall be appointed or elected and can have up to but not more than three (3) members of BMS, as appointed by BMS, and not more than three (3)

members of the Union as appointees of the Union. The Union will advise BMS in writing of the Union appointees to the Committee at least three (3) weeks before the first scheduled day of negotiations.

### **7.03 Union - Management Committee**

A Union/Management Committee shall be established consisting of not more than two (2) representatives of the Union and not more than two (2) representatives of BMS. The committee shall deal with issues arising from the day-to-day administration of the Collective Agreement and shall meet upon request of either party. The Committee shall have the power to make recommendations with respect to its discussions and conclusions.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

### **8.01 Grievance**

Should a dispute arise between BMS and an employee, or the Union, regarding the interpretation, administration, operation, or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the manner as described in this Article.

### **8.02 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement. It is the mutual desire of the parties hereto that complaints of the employees shall be addressed as quickly as possible without stoppage of work, and it is understood that an employee may present an oral complaint at any time without resorting to the grievance procedure.

### **8.03 Settling of Grievance**

#### **Complaint Step:**

The aggrieved employee shall discuss his/her complaint with his/her immediate Supervisor within five (5) working days after the circumstances giving rise to the complaint first occurred or ought reasonably to have come to the employee's attention. In this discussion, the employee may be accompanied by a Union representative.

#### **Step 1**

If the complaint is not settled within five (5) working days of the discussion, the aggrieved employee, group of employees, or Union representative may submit his/her/their grievance in writing to his/her/their immediate Supervisor. The Supervisor will provide his/her decision within ten (10) working days after receipt of such notice.

## **Step 2**

If the grievance is not settled at Step 1, the union on behalf of the aggrieved employee or employees may present the grievance to the Principal or designate within ten (10) working days of the receipt of the Supervisor's decision or the time when such decision should have been received. Upon receipt of the grievance the Principal or designate will discuss the grievance with the grievor(s) and union representative. The Principal or designate shall provide a written answer to the grievance to the Union within ten (10) working days of said meeting.

### **8.04 Campus Stewards**

There shall be at least one (1) Steward for each campus. The name(s) of the Steward(s) for each campus shall be posted on the staff bulletin board in each campus. The Union shall provide these names to BMS upon request. The Steward shall assist any employee, which the Steward represents, in preparing and presenting her grievance in accordance with the grievance procedure.

**8.05** In the processing of individual employee grievances and complaints, it is understood and agreed that where an employee is entitled to the representation of a Steward, the employee shall be represented by a Steward from the employee's campus. If there is no Steward at BMS' site, alternative representation may be provided by the Union.

**8.06** BMS will attempt to redeploy staff already on duty to accommodate the needs of the Steward who is required to leave her classroom in order to carry out Union duties. The Union recognizes that each Steward is employed by BMS and that she will not leave her work without prior authorization from her Supervisor or Administrator or if to do so would disrupt the maintenance of class coverage and class ratios. Similarly, the grievor shall not leave her work without prior authorization from her Supervisor or if to do so would disrupt the maintenance of class coverage and class ratios.

### **8.07 Replies in Writing**

Replies to grievances stating reasons shall be in writing at all stages.

### **8.08 Meeting Rooms for Grievances**

In order to facilitate an orderly and confidential investigation of grievances, BMS shall supply the necessary facilities for the grievance meetings.

### **8.09 Definition of Working Days**

"Working day" as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday, recognized holiday or the following School Holidays: (i) the annual two-week holiday in December/January ("Christmas Break") or (ii) the annual

one-week holiday in March ("March Break"). It is further agreed that time limits specified in this Article 8 may be extended by mutual agreement between BMS and the Union. Such agreement shall be in writing.

#### **8.10 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, the Union may file a Policy Grievance at Step 2, bypassing the Complaint Step and Step 1 of this Article.

A Policy Grievance as provided for in this Article 8.10 shall be commenced within five (5) working days after the circumstances giving rise to the grievance first occurred or ought reasonably to have come to the employee(s) or Union's attention.

#### **8.11 Grievance Filed by School**

BMS shall have the right to file a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement commencing at Step 2 of the grievance procedure. The grievance shall be filed, in writing, with the Union by the Principal of BMS or her designate within five (5) working days of the incident giving rise to the complaint. A meeting shall be held between the representatives of BMS, the Union President and one (1) Steward selected by the Union President to represent all campuses within ten (10) days of filing of the grievance. The grievance shall be answered, in writing, by the Union, within ten (10) days of such meeting.

#### **8.12 Group Grievances**

Where a group of three (3) or more employees at the same campus has a grievance with respect to an identical issue, the Union may file a Group Grievance at Step 1, bypassing the Complaint Step of this Article.

A Group Grievance as provided for in this Article 8.12 shall be commenced within five (5) working days after the circumstances giving rise to the grievance first occurred or ought reasonably to have come to the employees' or Union's attention.

### **ARTICLE 9 – ARBITRATION**

#### **9.01 Referral to Arbitration**

- (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered

to the other party within thirty (30) days of the decision under Step 2 of the Grievance Procedure.

- (b) The arbitrator shall not have jurisdiction to amend, alter, modify, or add to, any of the provisions of this Agreement, nor substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement nor to adjudicate any matter not specifically assigned to it by the written grievance as specified in Article 8.

#### **9.02 Payment of Arbitration**

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.

#### **9.03 Selection of Arbitrator**

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 from time to time.

#### **9.04 Time limits**

Time limits specified in the Grievance or Arbitration Procedures are mandatory and not merely directory and may only be extended by mutual agreement, in writing, between BMS and the Union. Section 48(16) of the Ontario *Labour Relations Act, 1995*, as amended, regarding extension of time does not apply.

#### **9.05 Single Arbitrator**

The arbitration procedure incorporated in this Agreement shall be based on the use of a single arbitrator for each grievance.

### **ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE**

**10.01** No non-probationary employee shall be discharged or disciplined without just cause.

**10.02** An employee shall have the right to have a Steward present at any disciplinary discussion with representative(s) of BMS.

In the event the Union has not designated a Steward or Alternative Stewards, or if no Steward or Alternate Steward is available on the campus, the employee will be entitled to ask that a union representative from another campus participate by telephone.

### **10.03 Employee Record**

The record of an employee shall not be used against her at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of warning or any adverse reports, unless such action/warning/report involves the health & safety of a child, in which case it would remain on the file for a thirty-six (36) month period.

### **10.04 Access to Personnel File**

In the event that discipline is issued (e.g. letter of reprimand), the affected employee may, upon written request to the Principal or Human Resources, review their personnel file. The employee may be accompanied by a Union Representative. Such review will be in the presence of an Administrator or Supervisor outside of the employee's regular working hours.

## **ARTICLE 11 - SENIORITY**

### **11.01 Seniority Defined**

Seniority is defined as the length of service with BMS in the bargaining unit. Employees will accumulate seniority based on their date of hire. Seniority will be used as set out in the provisions of this Agreement and will operate on a bargaining-unit-wide basis.

Probationary employees, upon completion of their probationary period, will be placed on the seniority list in 11.02 and their seniority will be back-dated to their date of hire.

### **11.02 Seniority Lists**

BMS shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted within each campus in September of each year.

**11.03** All new School Teachers shall be required to serve a probationary period of ten (10) months and all other new employees shall be required to serve a probationary period of six (6) months (the "Probationary Period"). During the Probationary Period, the probationary employee shall accumulate no seniority and BMS may in its unquestioned discretion assess whether an employee is suitable to be retained and, if so, where in BMS' operations the employee may best be employed.

Unless this Agreement specifically provides otherwise, any person re-employed by BMS after having separated from her employment shall, when re-employed, be subject to a Probationary Period of three (3) months.

**11.04** A probationary employee may be discharged or otherwise disciplined at the sole and unquestioned discretion of BMS, at any time during the Probationary Period

notwithstanding the absence of just cause. The termination of the employment of an employee during the Probationary Period shall not be the subject of a grievance nor proceed through the arbitration procedure except where the allegation is that BMS has acted in an arbitrary, discriminatory or bad faith manner.

**11.05** An employee shall lose her seniority and employment is deemed terminated in the event that:

- a) She is discharged for just cause and is not reinstated;
- b) She voluntarily resigns. An employee shall be deemed to have voluntarily resigned when:
  - i. She gives written or oral notice of her desire to leave BMS' employment and does not withdraw said resignation by twelve (12:00) midnight of the day the resignation was tendered;
  - ii. She is absent for more than two (2) days without having applied for and obtained a leave of absence for a definite period from BMS, or in case of provable sickness unless BMS is properly notified of such condition by the employee or her agent by the third (3<sup>rd</sup>) day of such absence; or
  - iii. She fails to report to work at the expiration of a leave of absence without reasonable justification, satisfactory to BMS, or she accepts gainful employment while on a leave of absence without first obtaining the consent of BMS in writing.
- c) She fails to return to work within two (2) calendar days of her recall to work following notification by telephone;
- d) She has been laid off for a continuous period of 18 calendar months or longer; or
- e) She is absent from work for the lesser of 18 months or the length of the employee's seniority due to illness or accident or becomes totally and permanently disabled.

**11.06 Transfers and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without her written consent. In the event an employee who is transferred out of the bargaining unit is returned to the bargaining unit within a period of three (3) calendar months thereafter, he or she shall accumulate seniority during the period of time outside the bargaining unit.

## ARTICLE 12 - PROMOTION AND STAFF CHANGES

### 12.01 a) Job Postings

- i. When a vacancy occurs or a new position is created within the bargaining unit, within ten (10) days of the vacancy, BMS shall post a notice on BMS' main bulletin boards or in an area visible to employees, and shall notify all employees by email with a copy to the Union. The position shall be posted for a period of five (5) working days so that interested employees can apply. No applications will be accepted from current employees of BMS after this five (5) working day posting period.
- ii. Job postings should include the following information: nature of position, qualifications, required knowledge and education, skills, classroom and campus, duration, wage or salary rate or range.
- iii. The timelines in this provision should be specified in working days, that is, as excluding the Christmas holidays and March break.
- iv. Assistants who wish to transfer to another campus or age category shall notify the Administrator or Supervisor of that campus, with a copy to Human Resources. When filling vacancies for Assistants, BMS will first seek to fill the vacancy from the list of interested employees prior to hiring an external candidate. The Union shall be provided a copy of the list of transfer requests on a monthly basis, upon request.
- v. BMS will consider the following factors for the purpose of filling the permanent vacancy:
  - a. skill, ability and qualifications; and
  - b. the seniority of the employee.

When the qualifications in factor a) are relatively equal, BMS shall select the most senior candidate.

- vi. BMS specifically reserves the right to hire an external candidate if,
  - (a) no applications are received within the five (5) working day period set out in Article 12.01(a)(i); or
  - (b) none of the employees who submitted an application within the five (5) working day period set out in Article 12.01(a)(i) have the required skill, ability and qualifications.

## **12.02 Outside Advertising**

In order to facilitate filling vacancies as quickly as possible, outside advertising for any vacancy may take place at the same time job positions are posted as outlined in Article 12.01 but no application received as a result of such outside advertising will be considered until the applications/transfer requests of present employees have been fully processed.

## **12.03 Trial Period**

The successful applicant shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, such trial promotion shall then become permanent. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee no longer wishes to remain in the new job classification, they shall be returned to their former position and salary without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority and wage or salary.

## **12.04 Temporary Vacancies**

BMS specifically reserves the right to:

- i. fill a vacant position with a Temporary Employee selected in its exclusive discretion until a permanent candidate has been appointed in accordance with Article 12.01 (a), and such appointment will not be subject to the procedures set out in this Article 12;
- ii. fill the position previously held by the employee selected to fill the permanent vacancy with a Temporary Employee during the trial period set out in Article 12.03; and
- iii. fill a Temporary Vacancy with a Temporary Employee in its exclusive discretion, acting reasonably, in accordance with Article 1.06 (f).

## **12.05 New Classification**

When a new classification within the bargaining unit is established by BMS, BMS shall determine the rate of pay for such new classification and shall notify the Union. If the Union disagrees with the rate, it shall have the right to request a meeting with BMS to discuss the rate. If the parties are unable to reach an agreement, BMS will proceed with applying the rate it determined and the matter shall be the subject of the next round of bargaining.

## **12.06 Date of Transfer into a Permanent Vacancy**

If an existing employee of BMS is the successful applicant for a permanent vacancy, the date on which the employee transfers into the vacancy shall be determined by BMS,

taking into consideration the employee's wishes regarding the transfer date. The transfer date shall be based on operational considerations as determined by BMS, including but not limited to finding a replacement employee for the vacancy created by the transfer as well as the natural breaks in the School Year.

## **ARTICLE 13 - LAY-OFFS AND RECALLS**

### **13.01 Definition of Lay-Off**

A lay-off is defined as a lack of work or reduction in the work force for five (5) consecutive days or more. For clarity, the one week holiday in March ("March Break") and two-week holiday in December/January ("Christmas Break") shall not constitute a reduction in the work force. The annual Summer Holiday in July and August shall not constitute a lay off and shall be dealt with in accordance with the Letter of Understanding regarding Summer Camps.

### **13.02 Role of Seniority In Lay-Off**

- (a) BMS may solicit and consider volunteers on an affected campus basis in the event that it determines a layoff is required.
- (b) Lay-offs shall otherwise occur on a classification basis in reverse order of seniority within their classification, at the affected campus.
- (c) The employee who is laid off shall have the opportunity;
  - i. bump the least senior employee within their classification and within their Campus Grouping; or
  - ii. bump the least senior employee in an alternate classification for which they are qualified, first at the affected campus and then within their Campus Grouping; or
  - iii. bump the least senior employee in their classification or an alternate classification for which they are qualified at another Campus Grouping.
- (d) Any employee bumped in accordance with (c) above shall have the opportunity to bump a least senior employee in accordance with (c) above.

### **13.03 Recall Procedure**

- (a) Where BMS determines to reinstate a position, it will recall the most senior employee in that classification who meets the requirements of the position.

- (b) Employees on the recall list will be notified of the vacancy by telephone and email, and if no response is received by BMS within five (5) working days after calling and sending the email he or she will be deemed to have refused the position for which they have been re-called and will be removed from the recall list in accordance with Article 13.03 (c).

Where a vacancy arises and must be filled expeditiously, BMS may notify the five (5) most senior employees on the recall list in that classification who meet the requirements of the position at the same time in accordance with this article. BMS will advise the employees that are notified that five employees have been notified of the vacancy (or vacancies, as applicable). Where more than one employee responds within the five (5) working days referenced above and accepts the re-call, the most senior employee will be reinstated in the position.

The less senior employees will remain on the recall list, unless there was more than one vacancy in that classification, in which case it will be filled with the next most senior employee. Any employee who does not respond will be deemed to have refused the position for which they have been recalled and will be removed from the recall list in accordance with Article 13.03 (c).

- (c) An employee who refuses a recall to the classification and campus the employee held prior to layoff will be removed from the recall list and deemed to have resigned her employment with BMS unless the recall is for six (6) weeks or less.
- (d) Employees who have been laid off will be placed on a recall list for eighteen (18) months from the date of layoff.
- (e) An employee on layoff shall have no rights under this Agreement other than the right of recall conferred by paragraph (b) herein.
- (f) The parties agree that it is the employee's duty to keep BMS informed of her correct address, telephone number and email address and BMS will not be liable for any payment, for the purpose of recall or any other purpose, unless such arrangements have been made.

#### **13.04 No New Employees**

New permanent employees shall not be hired until those laid off have been given an opportunity of recall in accordance with the provisions of Article 13.03.

#### **13.05 Advance Notice of Lay-Off**

BMS shall give the Union and employees who are to be laid off as much advance notice as possible and in no case less than ten (10) week days, excluding weekends and holidays or the notice period in the *Employment Standards Act, 2000*, whichever is greater, prior to the effective day of layoff.

The parties agree that this provision does not apply to a layoff:

- Commencing during the first week of the School Year and the last week of the School Year;
- For all or part of March Break; or
- For all or part of Christmas Break.

For the above mentioned periods BMS will offer the time off in order of campus seniority and will endeavour to provide employees who are to be laid off with no less than five (5) working days' notice.

### **13.06 Lay-Off and Recall for Probationary Employees**

All probationary employees within a campus shall be laid off before permanent employees at the affected campus. Probationary employees shall be required to complete their probationary period following their recall.

### **13.07 Grievance on Lay-Offs and Recalls**

Grievances concerning lay-offs and recalls shall be initiated at Step 1 of the Grievance Procedure.

## **ARTICLE 14 – HOURS OF WORK**

### **14.01 Normal Hours of Work**

(a) Subject to 15.01(b) – (g), employees' regular hours of work during the School Year shall be as follows:

- **School Teachers:** 8:15 a.m. - 4:30 p.m., Monday to Friday plus additional time for parent-teacher interviews as scheduled by the Teacher and for Grade 8 graduation, the Science Fair or alternate event, International Day or alternate event, the Children's Workshop and curriculum/transition night (where applicable). For all other extracurricular events after 4:30 p.m., School Teachers may volunteer to attend without additional pay.

The normal lunch period for School Teachers is one hour, between the hours of 11:30 a.m. and 2:00 p.m. as determined by BMS. However, on agreement between BMS and any individual School Teacher, such lunch period may be 30 minutes, in which case the employee will be permitted to either: (1) take 30 minutes lieu time during the next five (5) working days; or (2) start 15 minutes late and leave 15 minutes earlier on that day; or (3) leave 30 minutes earlier on that day, all subject to operational requirements. Should a School Teacher start late or leave early in accordance with this Article 14.01(a), the School Teacher will not be entitled to any additional prep time pursuant to Article 14.02 or compensation in lieu thereof. A School Teacher or Assistant who volunteers to

attend a full-day trip which causes her to be away from the School during her regular lunch hour will take lunch with the students without additional time and/or pay.

- **CCEYA Teachers:** Normally 30 – 40 hours per week as scheduled by BMS in consultation with the employee, and any scheduled additional time for (i) parent-teacher interviews, as scheduled by the Teacher and approved by BMS; and (ii) attendance at BMS' extracurricular events, as scheduled and/or approved by BMS in advance of the event, which are held several times a year in the evening.
- **Assistants:** as scheduled by BMS in consultation with the employee.
- **Office Employees:** between 8 a.m. - 5 p.m. as scheduled by BMS in consultation with the employee.
- **Specialty Teachers:** as scheduled by BMS in consultation with the employee.

**The following (b) – (e) apply to hourly paid staff:**

- (b) Should a reduction in the staff be required on any given day, BMS may solicit volunteers from the affected category. If there are no volunteers the reduction will occur in reverse order of seniority within the affected category. The employee will be paid the minimum of three (3) hours.
- (c) While BMS will endeavor to accommodate employees' desired hours of work where reasonably practical, BMS will be responsible for scheduling the employees' work hours and for notifying employees of their individual schedules and any changes to the schedule.
- (d) BMS will endeavor to provide employees with as much notice of their schedules or changes to their schedules as reasonably practical.
- (e) Notwithstanding the hours of work specified above, employees' schedules will normally be determined by the needs of the children and/or their parents, which often change on short or no notice. Nothing in the Agreement shall constitute a guarantee of any hours of work per day or days per week with respect to any employee in the bargaining unit and BMS reserves the right to schedule an employee to work outside the hours noted above in cases of emergency, training, or unforeseen circumstances.
- (f) Annual summer School closure is from in or around July 1 to in or around August 31, as may be amended from time to time (the "Summer Holiday"). For clarity, the annual Summer Holiday does not include the following:
  - one (1) week before the first day of elementary classes; and
  - one (1) week following the last day of elementary classes

which are the annual "clean up" weeks at BMS and form part of the School Year as defined above, and which may change from time to time in accordance with industry practice.

- (g) A regular work schedule stating the hours and days of CCEYA Teachers, Assistants and Specialty Teachers shall be posted in an appropriate place at least two (2) weeks in advance.

#### **14.02 Prep Time**

Elementary Teachers - shall receive prep time from 8:15-8:45 am and 4:15-4:30 pm Monday to Friday and shall have prep time while the students are attending Music and Gym class.

CASA 2 Teachers - shall receive prep time from 8:15-8:45 am and 4:15-4:30 pm Monday to Friday.

Note: It is understood that parent teacher interviews and staff meetings may be scheduled during prep time. It is also understood that Elementary Teachers and/or CASA 2 Teachers who do not require prep-time every day may volunteer to provide assistance during prep time arising from any unforeseen operational challenges including those caused by emergencies.

### **ARTICLE 15 – OVERTIME**

#### **15.01 Overtime Defined**

Employees will be paid overtime in accordance with the *Employment Standards Act, 2000*.

### **ARTICLE 16 – HOLIDAYS**

**16.01** There shall be eleven (11) fixed paid holidays as follows:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
August Civic Holiday	Labour Day	Thanksgiving Day
Christmas Day	Boxing Day	

When a statutory holiday occurs during the period an employee is on leave of absence without pay, there is no entitlement to pay for the statutory holiday.

Employees shall not be paid for any of the above holidays if she fails, without reasonable cause, to work her full regularly scheduled work day immediately before and following the holiday.

#### **16.02 Compensation For Holidays On Saturday Or Sunday**

When a public holiday, as defined in the *Employment Standards Act, 2000* falls on a day that is not ordinarily a working day for an employee, the parties agree that in accordance with the *Employment Standards Act, 2000*, hourly employees will receive holiday pay for the holiday, in lieu of a substitute holiday.

The parties understand and agree that the salary of all salaried employees is inclusive of any public holiday pay for a holiday that is not ordinarily a working day.

### **ARTICLE 17 - VACATIONS**

#### **17.01 Paid Vacation**

- a) School Teachers will receive the following annual paid vacation:
  - i. Annual two-week School closure at the end of the calendar year ("Christmas Break"); and
  - ii. Annual one-week School closure during the month of March ("March Break").
- b) Office Employees are entitled to two (2) weeks of paid vacation in accordance with the *Employment Standards Act, 2000*, until they have completed five (5) years of service at which time they will receive three (3) weeks of paid vacation in accordance with the *ESA*. Office Employees hired before August 31, 2015 will maintain their existing vacation entitlements.
- c) CCEYA Teachers and Assistants receive four percent (4%) of their previous annual earnings in accordance with the *Employment Standards Act, 2000*, until they have completed five (5) years of service at which time they will receive six percent (6%) of their previous annual earnings.

#### **17.02 Vacation Pay on Termination**

An employee terminating her employment at any time in her vacation year before she has had her vacation shall be entitled to vacation pay, if any, pursuant to the *Employment Standards Act, 2000*, as amended from time to time.

## **ARTICLE 18 - SICK LEAVE PROVISIONS**

### **18.01 Sick Leave Defined**

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled.

### **18.02 Proof of Illness**

Following three (3) consecutive days of illness or a day of illness contiguous to a school closure during March Break, Christmas Break or Summer Holiday, an employee may be required to provide a doctor's certificate and/or reasonable evidence, verifying that the employee was unable to carry out her duties due to illness. Employees shall bear the cost of a medical certificate. Pattern absenteeism (e.g. Monday/Friday absences) will be dealt with in accordance with progressive discipline.

### **18.03 Paid Sick Leave**

- a) Paid sick leave for Assistants, CCEYA Teachers or hourly Office Employees are as follows:
  - three (3) days of sick leave per year, calculated based upon the average daily hours worked over the four weeks prior to the sick leave days (excluding Christmas, March Break or PA days).
- b) Paid sick leave for School Teachers and salaried Office Employees are as follows:
  - 0.6 day per month of sick leave for School Teachers for each month of active employment in a given School Year up to a maximum of 6 days for each School Year for School Teachers. School Teachers with 15 years' of service or more will accumulate sick leave at a rate of 0.7 days per month, up to a maximum of 7 days; and
  - ½ day per month of sick leave for salaried Office Employees for each month of active employment in a given School Year up to a maximum of 6 days per year, commencing on the anniversary of their date of hire. Office Employees with 15 years' of service or more will be able to accumulate up to a maximum of 7 days.
- c) BMS will continue its practice of beginning the School Year with one year of sick days. If employment ceases or the employee commences an approved leave of absence, sick leave will be pro-rated, and any overpayment will be deducted from the employee's pay.
- d) Any unused portion of sick leave will not transfer over into a subsequent School Year however BMS may permit School Teachers to use unused sick leave as personal days during the last week (clean-up week) of the School Year during which the sick leave was earned. Such permission shall not be unreasonably withheld.

- e) BMS may also permit salaried Office Employees to use sick leave that has not been used as of the anniversary of their date of hire as personal days in the twelve (12) months immediately thereafter. Such permission shall not be unreasonably withheld.
- f) Salaried employees who have unused sick time at the end of the School Year immediately preceding the summer in which they are working in a BMS summer camp may use that unused sick time during their time in summer camp.

## **ARTICLE 19 - LEAVE OF ABSENCE**

### **19.01 General Leave**

BMS may, in its sole discretion, grant leave of absence without pay and without loss of seniority to any non-probationary employee requesting such leave of absence for valid personal reasons, such request to be in writing and approved by BMS prior to the commencement of the leave. Employees on approved leave of absence should not engage in any gainful employment without permission of BMS. Approval is dependent on the individual case and the impact or possible impact on the operations of BMS as determined by BMS in its sole discretion. Such leave is not to be unreasonably denied. Under no circumstances will such leave exceed four (4) weeks.

**19.02** Where two (2) or more employees from the same classification submit applications for leaves that are to be taken at the same time, and where operational requirements do not permit leave to be granted to all employees who have requested it, leaves will be considered in order of seniority.

### **19.03 Leave of Absence for Full-Time Union Duties**

An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence up to twenty-four (24) months without gaining seniority. The Union shall reimburse BMS the full cost of the employee's pay and benefits. Such leave may be granted subject to operational requirements of BMS but shall not be unreasonably denied.

### **19.04 Leave for Union Function**

Upon written request by the Union to the Supervisor or Administrator at least two (2) weeks in advance, BMS may grant a leave of absence without pay or loss of seniority for employees, to attend conventions or seminars, schools and conferences of the Union. The Union will give not less than fifteen (15) working days written notice. Such approval will not be unreasonably withheld; however it is understood that leave may be withheld related to operational requirements.

During any leave for Union conventions and seminars, the employee's regular rate of salary and insured benefits shall be continued by BMS and the Union shall reimburse BMS for such costs.

#### **19.05 Leave of Absence for Full-Time Public Duties**

An employee who is running for or elected to public office, shall be granted leave of absence without pay/benefits and without gaining seniority.

#### **19.06 Family Leave**

Employees shall be granted a leave of absence without pay or loss of seniority in order to care for critically ill family members as per the *Employment Standards Act, 2000*.

BMS will continue to pay its share of the contributions of the life and extended health insurance, accidental death and dental benefits plans in which the employee is participating, if any, unless the applicable plan requires both employer and employee contributions and the employee taking the critically ill family leave advises BMS in writing that she will not be paying her contributions during her leave.

In the case of hourly employees, credits for seniority shall accumulate while the employee is on family leave on the basis of the average hours the employee worked per week in the School Year preceding the leave. Where the employee has worked less than a full School Year the hours of seniority shall be calculated based on the average hours worked from the commencement of their employment.

#### **19.07 Pregnancy Leave**

Pregnancy leaves will be granted in accordance with the Ontario *Employment Standards Act, 2000* unless otherwise amended.

BMS will continue to pay its share of the contributions of the life and extended health insurance, accidental death and dental benefits plans in which the employee is participating, if any, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave unless the applicable plan requires both employer and employee contributions and the employee taking the pregnancy leave advises BMS in writing that she will not be paying her contributions during her pregnancy leave.

In the case of hourly employees, credits for seniority shall accumulate while the employee is on family leave on the basis of the average hours the employee worked per week in the School Year preceding the leave. Where the employee has worked less than a full School Year the hours of seniority shall be calculated based on the average hours worked from the commencement of their employment.

## **19.08 Parental Leave**

Parental leaves will be granted in accordance with the Ontario *Employment Standards Act, 2000* unless otherwise amended.

BMS will continue to pay its share of the contributions of the life and extended health insurance, accidental death and dental benefits plans in which the employee is participating, if any, for a period of up to sixty-one (61) weeks (or sixty-three (63) weeks where the employee did not take a pregnancy leave) while the employee is on parental leave unless the applicable plan requires both employer and employee contributions and the employee taking parental leave advises BMS in writing that she will not be paying her contributions during the parental leave.

In the case of hourly employees, credits for seniority shall accumulate while the employee is on parental leave on the basis of the average hours the employee worked per week in the School Year preceding the leave. Where the employee has worked less than a full School Year the hours of seniority shall be calculated based on the average hours worked from the commencement of their employment.

## **19.09 Bereavement Leave**

Employees will be entitled to the following paid bereavement leave:

- 4 paid days (paid by averaging the previous 12 weeks for hourly Office Employees, Assistants and CCEYA Teachers) for immediate family members (parent, spouse, child or sibling); and
- 1 paid day (paid by averaging the previous 12 weeks for hourly Office Employees, Assistants and CCEYA Teachers) for mother/father-in-law, brother/sister-in-law, grandchild, grandparents or grandparents-in-law.

## **19.10 Declared Emergency Leave and Infectious Disease Emergency Leave**

Declared Emergency Leave and Infectious Disease Emergency Leave will be granted in accordance with the Ontario *Employment Standards Act, 2000*, unless otherwise amended.

# **ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES**

## **20.01 Pay Days**

No later than January 1, 2021, BMS shall pay salaries / wages on a semi-monthly basis. For greater clarity, salaries/wages will be paid twice a month, usually occurring on the 1<sup>st</sup>

and 15<sup>th</sup> of the month. On each pay, each employee shall be provided with an itemized statement of her salary/wages, overtime and other supplementary pay and deductions.

Salary employees shall be able to choose if they are paid their annual salary over a twelve (12) or ten (10) month period.

## **20.02 Pay on Transfer**

- a) When an employee is temporarily assigned to a position paying a lower rate, her rate shall not be reduced.
- b) When an employee is temporarily assigned for a period of more than 10 working days, to a position paying a higher starting rate than the employee's current rate, and the employee holds the requisite qualifications for the position, as determined by BMS, her rate shall be increased to the starting rate of pay of the position to which she is assigned effective as of the 11th working day until the end of the assignment. The parties agree that this section (b) will not apply to positions held by employees in BMS' Summer Camps.

## **ARTICLE 21 - EMPLOYEE BENEFITS**

### **21.01 Master Policy**

Upon request the Union shall be provided with a current copy of the Master policy of all insured benefits.

### **21.02 Benefits**

BMS will maintain its practice of making available the following group benefits to eligible employees who have completed their probationary period, and to pay only the premium costs associated with such benefits at the existing rates which are particularized hereafter:

- The current "full" group benefits plan with Sun Life Financial Assurance Group consists of Long Term Disability ("LTD"), Extended Health Care, Accidental Death and Dismemberment ("AD&D"), Life Coverage and Dental Care. BMS currently pays fifty percent (50%) of the premium costs of the current LTD, Extended Health Care, AD&D, Life Coverage and Dental Care plans for eligible employees enrolled in the full group benefits plan.
- Eligible employees enrolled in the "partial" group benefits plan with Sun Life Financial Assurance Group, which consists of only the LTD plan, AD&D plan and Life Insurance plan, the employee is responsible for payment of one-hundred percent (100%) of the premiums for the applicable Life Insurance and LTD plans and BMS is responsible for 100% of the premium for the applicable AD&D plan.

BMS further proposes that it retain the right to substitute another carrier for its group benefits plan and that BMS' sole responsibility under any such plan is to pay its share of the premiums for employee coverage.

New employees shall become eligible for group benefits on the first day of the month following completion of their probationary period. An employee's group benefits shall terminate, unless BMS in its sole discretion decides otherwise, on the happening of one of the following events:

- i. the employment of the employee is terminated or deemed to be terminated;
- ii. the employee has voluntarily resigned or is deemed to have voluntarily resigned;
- iii. the employee is on a non-paid leave for over thirty (30) days;
- iv. the employee has been on lay-off for more than thirty (30) days, except for during the two-month Summer Holiday in July and August, annually;

Employees who work less than 25 hours per week are not eligible for group benefits. Employees who have been employed for less than four months shall not be eligible for group benefits.

## **ARTICLE 22 - HEALTH AND SAFETY**

### **22.01 Right to Refuse and No Disciplinary Action**

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where she/he believes that it would likely endanger herself/himself, an unborn child, children in care, or where it would be contrary to the applicable Health and Safety Legislation or Regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job that another worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled, it being understood that circumstances that may endanger an unborn child may not endanger an employee who is not pregnant.

In the event of such work refusal, the employee shall immediately report the circumstances of the refusal to her Administrator or Supervisor. The employee may be assigned reasonable alternative work (e.g. another classroom). The employee will remain available for the purposes of the investigation.

Work refusals shall not be advanced for any improper purpose.

## **ARTICLE 23 - CHILD/STAFF RATIO**

### **23.01 Ratios**

BMS will maintain the ratios stipulated by Ontario law

## **ARTICLE 24 - GENERAL CONDITIONS**

### **24.01 Bulletin Boards**

BMS shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Any material posted must be approved by the Principal. Such approval shall not be unreasonably withheld.

### **24.02 Tuition fees**

BMS will waive the registration fee and 50% of the tuition fee for the enrolled level and/or in case of children 12-18 months of age, registration fee and 25% of the tuition fee for the School Year for its employees' children provided there are vacancies at a campus of BMS' reasonable choosing. Employees on leave of absence in accordance with Article 20 shall continue to be eligible for the discounted tuition in respect of children who will be 4 years old at the commencement of the School Year (or at least 3.8 years old if born before January 1 of that School Year), and above. For clarity, where a tuition fee has been waived in part in accordance with this article, no other discounts on the tuition fee will apply.

There will be a fee of \$50 per child for a late withdrawal. A late withdrawal fee will not be charged if the withdrawal is due to a change in the campus location, teacher assigned or place of residence of the employee.

### **24.03 Letter of Reference**

On termination of employment for any reason, at the request of the employee, BMS shall provide a letter of employment confirming start and end date.

## **ARTICLE 25 – WAGE GRID**

**25.01** Employees will be paid in accordance with the attached Salary and Wage Appendix.

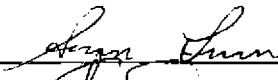
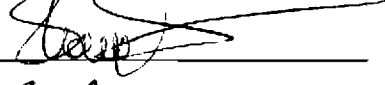
**ARTICLE 26 - DURATION**

**26.01** This Agreement shall be binding and shall remain in effect from the 1<sup>st</sup> day of September, 2019 to the 31st day of August, 2024, and shall continue in force from year to year thereafter unless notice of intention to revise or terminate the Agreement is given in writing by either party to the other party within a period of ninety (90) days prior to the expiry of the date of this Agreement.

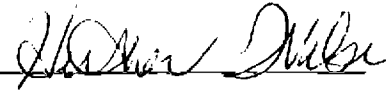
**26.02** Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the term of this Agreement.

Dated at Pickering, Ontario this 7<sup>th</sup> day of September, 2021.

**For the Union**

  
  
N. Stewart  
Linda Mack  
\_\_\_\_\_

**For BMS**

  
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\_\_\_\_\_  
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## Schedule B – Wage Grid

Upon Ratification, employees will be paid a lump sum as follows:

Salaried Employees: \$800

Hourly Employees: \$600

Effective Date: Ratification

	<b>Start Rate</b>	<b>Year 1*</b>	<b>Year 5*</b>	<b>Year 10*</b>
REN TEACHER	36,375.00	37,875.00	43,950.00	49,500.00
UPPER ELEMENTARY TEACHER	35,375.00	36,875.00	42,950.00	48,500.00
LOWER ELEMENTARY TEACHER	33,375.00	34,875.00	40,950.00	46,500.00
CASA/KINDER TEACHER	31,375.00	32,875.00	38,950.00	44,500.00
HOURLY CASA-RECE Head teacher or equivalent including MACTA Director Approved Montessori Teacher	16.65	17.15	18.05	19.10
ELEMENTARY FRENCH TEACHER	15.80	16.80	18.35	19.85
MUSIC TEACHER	17.80	18.85	19.85	20.85
SPORT TEACHER	17.80	18.85	19.85	20.85
A/R & A/P CLERK	34,400.00	35,900.00	40,375.00	45,450.00
Head Clerk/Secretary	30,400.00	31,900.00	35,875.00	40,450.00
File Clerk	14.40	14.55	15.50	16.80
Registered Early Childhood Educator (RECE)	14.70	14.90	15.40	17.40
Early Childhood Assistant (ECA)	14.40	14.55	15.05	16.80
French Speaking pre-school Assistant (hired into this role with a requirement to speak french)	14.65	15.00	15.50	17.30

- (A) Employees will be moved onto the grid according to their years of completed active service at (date of ratification) and will progress along the grid thereafter.
- (B) Green circling protection i.e. employees who are making more than the rate established by the grid shall maintain their rate of pay and will receive the same dollar amount salary/wage increases made to the applicable rate of pay established by the grid based on their classification and completed years of active service in that classification
- (C) On consultation with the Union, employees may be hired at a salary/wage rate in excess of the grid depending on experience and qualifications.
- (D) Salaries for Teachers (Ren., Upper and Lower Elementary, Casa/Kindergarten) are annualized over the School Year.
- (E) All hourly rates on the wage grid shall be at least \$0.15 above minimum wage.  
\* These terms mean completed years of active service in that classification.

Effective Date: September 1, 2021

	<b>Start Rate</b>	<b>Year 1*</b>	<b>Year 5*</b>	<b>Year 10*</b>
REN TEACHER	37,375.00	38,875.00	44,950.00	50,500.00
UPPER EL TEACHER	36,375.00	37,875.00	43,950.00	49,500.00
LOWER EL TEACHER	34,375.00	35,875.00	41,950.00	47,500.00
CASA/KINDER TEACHER	32,375.00	33,875.00	39,950.00	45,500.00
HOURLY CASA-RECE Head teacher or equivalent including MACTA Director Approved Montessori Teacher	17.05	17.55	18.45	19.50
ELEMENTARY FRENCH TEACHER	16.20	17.20	18.75	20.25
MUSIC TEACHER	18.20	19.25	20.25	21.25
SPORT TEACHER	18.20	19.25	20.25	21.25
A/R & A/P CLERK	35,400.00	36,900.00	41,375.00	46,450.00
Head Clerk/Secretary	31,400.00	32,900.00	36,875.00	41,450.00
File Clerk	14.80	14.95	15.90	17.20
Registered Early Childhood Educator (RECE)	15.10	15.30	15.80	17.80
Early Childhood Assistant (ECA)	14.80	14.95	15.45	17.20
French Speaking pre-school Assistant (hired into this role with a requirement to speak french)	15.05	15.40	15.90	17.70

- (A) Employees will be moved onto the grid according to their years of completed active service at (date of ratification) and will progress along the grid thereafter.
  - (B) Green circling protection i.e. employees who are making more than the rate established by the grid shall maintain their rate of pay and will receive the same dollar amount salary/wage increases made to the applicable rate of pay established by the grid based on their classification and completed years of active service in that classification
  - (C) On consultation with the Union, employees may be hired at a salary/wage rate in excess of the grid depending on experience and qualifications.
  - (D) Salaries for Teachers (Ren., Upper and Lower Elementary, Casa/Kindergarten) are annualized over the School Year.
  - (E) All hourly rates on the wage grid shall be at least \$0.15 above minimum wage.
- \* These terms mean completed years of active service in that classification.

Effective Date: September 1,2022

	<b>Start Rate</b>	<b>Year 1*</b>	<b>Year 5*</b>	<b>Year 10*</b>
REN TEACHER	38,375.00	39,875.00	45,950.00	51,500.00
UPPER EL TEACHER	37,375.00	38,875.00	44,950.00	50,500.00
LOWER EL TEACHER	35,375.00	36,875.00	42,950.00	48,500.00
CASA/KINDER TEACHER	33,375.00	34,875.00	40,950.00	46,500.00
HOURLY CASA-RECE Head teacher or equivalent including MACTA Director Approved Montessori Teacher	17.45	17.95	18.85	19.90
ELEMENTARY FRENCH TEACHER	16.60	17.60	19.15	20.65
MUSIC TEACHER	18.60	19.65	20.65	21.65
SPORT TEACHER	18.60	19.65	20.65	21.65
A/R & A/P CLERK	36,400.00	37,900.00	42,375.00	47,450.00
Head Clerk/Secretary	32,400.00	33,900.00	37,875.00	42,450.00
File Clerk	15.20	15.35	16.30	17.60
Registered Early Childhppd Educator (RECE)	15.50	15.70	16.20	18.20
Early Childhood Assistant (ECA)	15.20	15.35	15.85	17.60
French Speaking pre-school Assistant (hired into this role with a requirement to speak french)	15.45	15.80	16.30	18.10

- (A) Employees will be moved onto the grid according to their years of completed active service at (date of ratification) and will progress along the grid thereafter.
  - (B) Green circling protection i.e. employees who are making more than the rate established by the grid shall maintain their rate of pay and will receive the same dollar amount salary/wage increases made to the applicable rate of pay established by the grid based on their classification and completed years of active service in that classification
  - (C) On consultation with the Union, employees may be hired at a salary/wage rate in excess of the grid depending on experience and qualifications.
  - (D) Salaries for Teachers (Ren., Upper and Lower Elementary, Casa/Kindergarten) are annualized over the School Year.
  - (E) All hourly rates on the wage grid shall be at least \$0.15 above minimum wage.
- \* These terms mean completed years of active service in that classification.

Effective Date: September 1, 2023

	<b>Start Rate</b>	<b>Year 1*</b>	<b>Year 5*</b>	<b>Year 10*</b>
REN TEACHER	39,375.00	40,875.00	46,950.00	52,500.00
UPPER EL TEACHER	38,375.00	39,875.00	45,950.00	51,500.00
LOWER EL TEACHER	36,375.00	37,875.00	43,950.00	49,500.00
CASA/KINDER TEACHER	34,375.00	35,875.00	41,950.00	47,500.00
HOURLY CASA-RECE Head teacher or equivalent including MACTA Director Approved Montessori Teacher	17.90	18.40	19.30	20.35
ELEMENTARY FRENCH TEACHER	17.05	18.05	19.60	21.10
MUSIC TEACHER	19.05	20.10	21.10	22.10
SPORT TEACHER	19.05	20.10	21.10	22.10
A/R & A/P CLERK	37,400.00	38,900.00	43,375.00	48,450.00
Head Clerk/Secretary	33,400.00	34,900.00	38,875.00	43,450.00
File Clerk	15.65	15.80	16.75	18.05
Registered Early Childhood Educator (RECE)	15.95	16.15	16.65	18.65
Early Childhood Assistant (ECA)	15.65	15.80	16.30	18.05
French Speaking pre-school Assistant (hired into this role with a requirement to speak french)	15.90	16.25	16.75	18.55

- (A) Employees will be moved onto the grid according to their years of completed active service at (date of ratification) and will progress along the grid thereafter.
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- (E) All hourly rates on the wage grid shall be at least \$0.15 above minimum wage.  
\* These terms mean completed years of active service in that classification.

## LETTER OF UNDERSTANDING

Between

CUPE Local 5275 (the "Union")

And

Blaisdale Montessori School ("BMS")

### Re: Prohibited Practices

The parties agree and confirm that the following are prohibited practices under the *Child Care and Early Years Act, 2014*, as amended, and Regulations made thereunder:

- (a) corporal punishment of the child;
- (b) physical restraint of the child, such as confining the child to a high chair, car seat, stroller or other device for the purposes of discipline or in lieu of supervision, unless the physical restraint is for the purpose of preventing a child from hurting himself, herself or someone else, and is used only as a last resort and only until the risk of injury is no longer imminent;
- (c) locking the exits of the child care centre or home child care premises for the purpose of confining the child, or confining the child in an area or room without adult supervision, unless such confinement occurs during an emergency and is required as part of the licensee's emergency management policies and procedures;
- (d) use of harsh or degrading measures or threats or use of derogatory language directed at or used in the presence of a child that would humiliate, shame or frighten the child or undermine his or her self-respect, dignity or self-worth;
- (e) depriving the child of basic needs including food, drink, shelter, sleep, toilet use, clothing or bedding; or
- (f) inflicting any bodily harm on children including making children eat or drink against their will.

In view of the above, the parties recognize and agree that there is zero tolerance for such conduct.

Dated at Pickering, Ontario this 7<sup>th</sup> day of September, 2021.

**For the Union**

[Signature]  
[Signature]  
N. Stewart  
Liz Mark

**For BMS**

[Signature]  
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\_\_\_\_\_  
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**LETTER OF UNDERSTANDING**

**Between**

**CUPE Local 5275 (the "Union")**

**And**

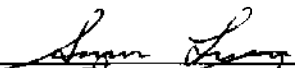

**Blaisdale Montessori School ("BMS")**

**Re: Resources**


The parties agree that during the week before the first day of elementary classes and the week following the last day of elementary classes, annually, School Teachers may be permitted to work at a campus other than their home campus in order to take advantage of resources/materials not available at their home campus. Advance notification and permission of the Principal or HR is required.

Dated at Pickering, Ontario this 7<sup>th</sup> day of September, 2021.

**For the Union**

  
  
N. Stewart  
Lisa Mason  
\_\_\_\_\_

**For BMS**

  
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## **LETTER OF UNDERSTANDING**

**Between**

**CUPE Local 5275 (the "Union")**

**And**

**Blaisdale Montessori School ("BMS")**

**Re: Summer Camp**

The parties discussed at bargaining the unique problems associated with Summer Camp staffing.

### **1. Volunteers**

It was agreed that BMS will solicit volunteers by May 15<sup>th</sup> of each year in order to reach the full required complement. BMS currently intends to have two separate lists: one for children under 4 to be staffed by CCEYA Teachers and Assistants; and another for children 4 and over to be staffed by School Teachers and Assistants.

BMS will schedule the available work to employees who volunteer to work the Summer Camp program at their campus in order of seniority until the full complement is achieved.

Should a program not be offered at the employee's campus, volunteers shall be scheduled in order of seniority at the campus grouping. If the employees' campus is not available, then volunteers can be scheduled in order of seniority at the campus offering the Summer Camp in closest proximity to their work location. If a volunteer can not be placed at the campus in closest proximity to their work location in order of seniority by the school, they may volunteer at any campus offering the Summer Camp program that has not already filled up by volunteers. For clarity, for the purposes of this Letter of Understanding, the campuses in closest proximity are as follows:

- The Pickering Campus grouping's closest campuses are Westney and Village;
- The Ajax Campus grouping's closest campuses are those in the Pickering Campus grouping;
- The Oshawa Campus grouping's closest campuses are Bowmanville and Westney; and
- The Bowmanville Campus grouping's closest campus is Oshawa.

Salaried employees may volunteer to be scheduled for half days (mornings) during the Montessori program time. In relation to the half-day pay, it is understood that a half-day in summer camp is from 8:45 a.m. to 12:45 p.m. or for 4 hours in between the hours of 8:00 a.m. – 1:00 p.m. Salaried employees working half-days only will be paid half of their monthly salary and one month may include up to 23 days of work.

Salaried employees may alternatively volunteer to be scheduled for a full day which will be from 8:45 a.m. to 4:30 p.m. with half hour lunch between the hours of 11:30 a.m. and 2:00 p.m., as scheduled by BMS. Salaried employees working full days shall maintain their monthly salary and one month may include up to 23 days of work.

Employees who have volunteered to work in the Summer Camp shall be notified by June 15<sup>th</sup> of each year as to which campus location they will be working.

If a School Teacher is scheduled to work in a Casa 2 class that is not at the campus location where that School Teacher works during the School Year, then that School Teacher, who must be qualified for that position under the CCEYA, may instead choose to work in a CCEYA class at their own campus, if there is a CCEYA class at their campus.

Salaried employees shall maintain their rate of pay should the School request that a salaried employee work in a lower paid classification during Summer Camp.

Provided there are vacancies and it would not require additional staffing, employees who work the Summer Camp program shall have the option of having their children age 4 and up to attend at no cost and CCEYA children to attend at a 50% cost.

## **2. Assignment**

Should there not be enough volunteers to cover the Summer Camp staffing requirements, BMS may assign hourly employees. With the exception of Head CCEYA Teachers, assignments will be in reverse order of seniority at the campus where the employee works during the School Year. BMS may assign Head CCEYA teachers in reverse order of seniority to work at a campus that may not be the campus at which they work during the School Year but which is within their campus grouping.

Should a salaried employee agree to work during the afternoon due to the absence of an assistant, they shall maintain their rate of pay. For clarity, their salary will be converted to an hourly rate which they would receive for every hour worked.

Employees who are assigned or scheduled to work in the Summer Camp shall be notified by June 15<sup>th</sup> of each year as to which campus location they will be working, except where there is a change in enrollment (for example, if more children register), in which case, the employees will be notified as soon as possible thereafter.

## **3. Vacancies**

Should any vacancy arise during the Summer camp, BMS will first offer the position to those employees who have already indicated they would like to volunteer in order of seniority.

If there are no qualified hourly employees on the volunteer list or who accept the offer to work in the vacant position, BMS may assign a qualified employee to that vacant position.

For assistants, such assignments will be in reverse order of seniority based on campus. For RECE Head Teachers, such assignments will be in reverse order of seniority based on campus grouping.

Should a vacancy arise for School Teachers, the school will first offer the position to School Teachers who have already volunteered. If there are no volunteers, BMS may hire a temporary employee externally.

#### 4. Non-Montessori Camp Program

BMS reserves the right to run a non-Montessori summer camp program. BMS will schedule the available work to qualified employees who volunteer to work in the non-Montessori summer camp in order of seniority until the full complement is achieved. Employees shall receive the rate of pay of the position offered.

Should there not be enough qualified volunteers for the non-Montessori summer camp, BMS may assign qualified hourly employees in reverse order of seniority to cover these staffing requirements or hire temporary employees to fill the positions.

**Notes:**

**Seniority:** Unless otherwise specified in this Letter of Understanding, seniority referred to herein is based on campus for assistants and campus grouping for RECE Head Teachers. It is agreed that the Campus groupings are as follows:

- Pickering Campus group is Annex, Rougemount, Toynevale;
- Ajax Campus Group is Village and Westney;
- Oshawa/Bowmanville Campus Group is Oshawa and Bowmanville.

It is agreed that any assignment of Employees to work Summer Camp shall be applicable to Employees hired after ratification. Employees shall be hired with the clear understanding that they may be required to work during the Summer months should there not be enough volunteers to work Summer Camp.

Dated at Pickering, Ontario this 7<sup>th</sup> day of September, 2021.

**For the Union**

Sam Sun  
[Signature]  
N. Stewart  
Tad Marks  
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**For BMS**

[Signature]  
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**LETTER OF UNDERSTANDING**

**Between**

**CUPE Local 5275 (the "Union")**

**And**

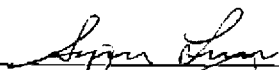

**Blaisdale Montessori School ("BMS")**

**Re: Provincial Wage Enhancement Grant**


Both parties agree that BMS will apply for the Provincial Wage Enhancement Grant each time such funding is available during the term of this Agreement. BMS further agrees, upon request, to meet and discuss with the Union how funds will be distributed.

Dated at Pickering, Ontario this 7<sup>th</sup> day of September, 2021.

**For the Union**

  
  
N. Stewart  
Linda Mack  
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**For BMS**

  
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**LETTER OF UNDERSTANDING**

**Between**

**CUPE Local 5275 (the "Union")**

**And**

**Blaisdale Montessori School ("BMS")**

**Re: Article 1**

The dual function employees outside the bargaining unit are as follows:

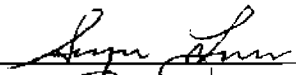
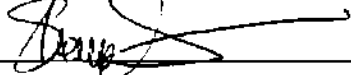
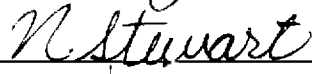
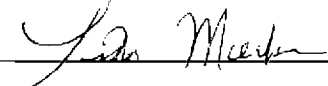
- Kori Shepherd (Tabuas) - Bowmanville
- Andrea Ferrara - Rougemount
- Collinda Patel - Village
- Jennifer Jackson – Oshawa (only in exceptional circumstances where there is no bargaining unit member ready, willing and able to perform the required work)

If replaced, their successors will be dual function designated.


It is agreed that Jennifer Rivers, Namgay Wangmo and Ashley Peterson (and their successors) are bargaining unit employees and at times may perform non-bargaining unit work on an as-needed basis.

Dated at Pickering, Ontario this 7<sup>th</sup> day of September, 2021.

**For the Union**

  
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**For BMS**

  
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**LETTER OF UNDERSTANDING**

**Between**

**CUPE Local 5275 (the "Union")**

**And**

**Blaisdale Montessori School ("BMS")**

**Re: Overnight Trips**

School Teachers who attends an overnight trip may be required to share accommodation, at the discretion of the teacher organizing the trip, and depending on accommodation cost and availability. Meals, travel and entrance fees will be provided to staff attending the overnight trip.

Dated at Pickering, Ontario this 7<sup>th</sup> day of September, 2021.

**For the Union**

*[Signature]*  
*[Signature]*  
*N. Stewart*  
*Lid. Mark*  
 

**For BMS**

*[Signature]*