



COLLECTIVE AGREEMENT

BETWEEN:

ISLAMIC INSTITUTE OF TORONTO ACADEMY

- and -

**UNITED FOOD & COMMERCIAL
WORKERS CANADA, LOCAL 175**

September 1, 2017 - August 31, 2019

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PURPOSE

WHEREAS it is the desire of both parties to this Collective Agreement:

- (a) to maintain and improve the harmonious relations and settle conditions of employment between the Employer and Union;
- (b) recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services;
- (c) to encourage efficiency in operation;
- (d) to promote the morale, well-being and security of all employees in the bargaining unit of the Union and the objectives of the Islamic Institute of Toronto.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

NOW THEREFORE WITNESSETH that the parties hereto agree as follows:

ARTICLE 1 – RECOGNITION

- 1.01 It is recognized the United Food and Commercial Workers Canada, Local 175, as the bargaining agent of all employees of Islamic Institute of Toronto's Academy, located in the City of Toronto, who are employed as Teachers, save and except Bookkeeper, Secretary, Janitors, Caregivers, Managerial Staff, Principal and persons above the rank of Principal.
- 1.02 The term "employee" as used in this Collective Agreement shall mean only those employees who are included in the bargaining unit, as described in Article 1.01 above. For the purposes of interpretation, whenever the feminine gender is used in the Collective Agreement, it shall be deemed to include the masculine, and the singular shall include the plural and vice-versa, wherever the context so requires.
- 1.03 The Employer shall not enter into any agreement of contract with those employees for whom the Union has bargaining rights, either individually or collectively.
- 1.04 The employees of the Employer not covered by this Collective Agreement shall not perform work normally performed by bargaining unit employees unless specifically stated in this agreement.

1.05 The Employer agrees that if existing operations covered by this Collective Agreement or part of them, are moved or otherwise transferred to a location outside the geographic area of the bargaining unit, this Collective Agreement shall thereupon, also be applicable at the new location,.

1.06 The Employer shall not contract out bargaining unit work.

ARTICLE 2 – UNION SECURITY

2.01 (a) Employees on the payroll of the Employer as of the date of ratification who are members of the Union in good standing must thereafter remain members of the Union as a condition of employment.

(b) Employees on the payroll of the Employer as of date of ratification of the union shall become and thereafter remain members of the Union in good standing as a condition of employment.

(c) All employees of the Islamic Institute Toronto Academy covered by this agreement hired on or after date of ratification shall become and thereafter remain members of the Union in good standing as a condition of employment.

(d) The Employer shall remit to the Union, within fifteen (15) calendar days following date of hire the United Food and Commercial Workers International Union Membership Application Form signed by the new employee.

2.02 (a) (i) The Employer shall, during the term of this Collective Agreement, as a condition of employment, deduct from members of the bargaining unit, the regular weekly Union Dues and such Dues shall be remitted to the Union prior to the fifteenth (15th) day of the month following the month in which such deduction is made.

(ii) The Employer shall collect membership initiation fees as may be established by the Union and forward application forms and such fees to the Union with the regular monthly dues remittance.

(b) The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail (remit@ufcw175.com) as well as a hard copy of the dues report being attached to the remittance cheque. The remittance statement shall contain the following.

1. S.I.N.
2. Employee number if applicable
3. Full Name (Last/First/Initials)
4. Full address, including City and Postal Code
5. Telephone number (including area code)
6. Date of hire
7. Rate of pay
8. Classification
9. Full-time and part-time designation
10. Union dues deducted.
11. Total dues deducted
12. Back dues owing

(c) The Employer agrees to record the annual Union dues for each employee on the employee's T4 form.

- 2.03 The Union shall provide the Employer with thirty (30) days written notice of any increase or decrease in the amount of dues to be deducted from the bargaining unit employees.
- 2.04 The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer, from any and all claims, demands, actions or causes of action arising out of, or in any way connected with the collection and remittance of such dues.
- 2.05 The Employer agrees to acquaint new employees with the fact that a Union Collective Agreement is in effect and with conditions of employment set out in Article 2.01 and 2.02.

ARTICLE 3 – UNION STEWARDS AND COMMITTEES

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

In order that this may be carried out, the Union will supply the Employer with the names of its Representatives. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

- 3.02 The bargaining unit employees have the right, to have the assistance of a Representative of the United Food and Commercial Workers Union or its International affiliates when dealing with the Employer. Such Representatives

shall have reasonable access to the Employer's premises for the meetings and servicing of its members.

- 3.03 Any employee who so desires it, shall have the right to review their own personnel record upon making a request for same in advance. Such review is to take place at such time and place within the unit as may be designated by Management. If any employee so affected objects to the material contained in such record such objection may be made the subject matter of a grievance and be processed in accordance with the provisions of Article 7 and Article 8 herein. Times designated by Management will be reasonable.
- 3.04 (a) The Union shall have the right to appoint or otherwise select two (2) stewards from amongst employees within the bargaining unit who have completed thirty (30) calendar days of employment.
- (b) The Union shall notify the Employer in writing of the names of each steward and, where applicable, each Committee member, before Management shall be required to recognize any person so selected.
- (c) The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer and may not leave their regular duties during classroom time. Each steward may perform steward duties during working hours outside of classroom time for a reasonable length of time without loss of pay.
- 3.05 On commencing employment, the employee's immediate supervisor shall introduce the new employee to the Union steward who will provide the new employee with a copy of the Collective Agreement. Orientation session for new employees will include presentation by Management and Union bargaining agent or his/her designate.
- 3.06 Union Representatives

A Union Representative of the United Food and Commercial Workers Union or its International affiliates will be entitled to visit a unit covered by this Collective Agreement during working hours at reasonable times to interview employees provided the Union Representative provides advance notice to the Principal or the Principal's designate of their intention to attend and obtains their consent. The Employer shall respond to such requests within 2 school days and it will not be unreasonably withheld. Such meetings will not interrupt classroom time.

- 3.07 The Employer agrees that a Union Steward shall be present when an employee is disciplined, discharged, or suspended, unless the employee requests that a Union Steward not be present. If any action is taken without the Steward, such action will be null and void, except in cases where the employee requests that the Union Steward leave.

This provision does not preclude the employer from having a discussion on employment related issues that arise from time to time.

- 3.08 A Negotiating Committee consisting of a Union Representative of the United Food and Commercial Workers Union Local 175 and not more than two (2) bargaining Islamic Institute Toronto Academy unit employees appointed or elected by the membership. Employees appointed by the Union to the Negotiating Committee who are required to be in attendance at negotiating sessions, shall be paid, by the employer, their regular days pay per day for each day spent at negotiations, up to and including conciliation and mediation.

ARTICLE 4 – MANAGEMENT FUNCTIONS

- 4.01 The Management of the Employer's operation and the selection and direction of all employees shall continue to be vested with the Employer, except where specifically addressed by the terms of this Collective Agreement.
- 4.02 Any and all formal directions and communications for the teaching staff shall originate from the office of the Board of Directors and or its delegate.
- 4.03 Without limiting the generality of the forgoing, the Union acknowledges it shall be the exclusive right of the employer to operate and manage its business, including the right to;
- (a) Maintain order, discipline, and to make, alter and enforce reasonable rules and regulations to be observed by an employee, which shall not conflict with any provisions of this collective agreement or any law.
 - (b) Direct, hire, promote, layoff, recall employees in accordance with the collective agreement.
 - (c) Demote, discipline, suspend or discharge employees for just cause, subject to the provisions of this collective agreement or any law.

ARTICLE 5 – EMPLOYEE AND UNION CO-OPERATION

5.01 No Discrimination

The Employer agrees that there shall be no discrimination, intimidation, interference, restriction, or coercion exercised or practiced by the Employer or the Employer's representative(s) with respect to any employee in the matter of hiring, work assignments, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, or discharge on the basis of national or ethnic origin, membership or activity in the Union, gender identity, gender expression, political or religious affiliation, race, creed, colour, age, disability, sexual orientation, marital or family status. The Employer also agrees to abide by applicable legislation governing any employee in the Province of Ontario.

5.02 Harassment

The Employer agrees that locations covered by this Collective Agreement should be free of harassment and the Employer agrees to co-operate in preventing and eliminating harassment if same should occur in the locations covered by this Collective Agreement.

Grievances under this clause will be handled with confidentiality and will commence at Step 2. In settling the grievance.

ARTICLE 6 – STRIKES AND LOCKOUTS

6.01 The Employer will not cause or direct any lockout of its employees, and the Union will not cause or direct any strikes during the term of the Collective Agreement.

6.02 The definitions of the terms "strike" and "lockout" as used in Section 6.01 above shall be in accordance with the Labour Relations Act.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 Any complaint, disagreement, or difference of opinion between the Employer and the Union, or between the Employer and an employee covered by this Collective Agreement which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Collective Agreement or the law, may be considered as a grievance.

7.02 Step 1

It is the mutual desire of the parties hereto, that complaints of employees shall be resolved as quickly as possible. If an employee has a complaint regarding the interpretation, application, operation, or alleged violation of this Collective Agreement or any law; then, the parties will meet and discuss in an attempt to resolve the issue.

The employee and steward may take the matter up with his/her Principal. The Principal shall render his/her decision in writing within seven (7) school days of the receipt of the complaint.

Step 2

Failing settlement at Step 1, the steward and/or the employee shall submit the written grievance within fifteen (15) school days to the employee's Principal or the Principal's designate. The Principal and the board of directors and/or designate shall render a decision in writing to the Union steward and the employee within fifteen (15) school days after presentation at this Step.

Step 3

Failing settlement at Step 2, a Union Representative of the United Food and Commercial Workers Union may schedule a meeting with the board of director(s) and/or designate. The Union steward and the employee may be present at such meeting. Upon completion of this meeting, the Employer shall render a decision or a written response within fifteen (15) school days.

Step 4

Failing settlement at Step 3, the grievance may be submitted to arbitration.

7.03 Group Grievance

A group grievance is one which affects more than one employee with respect to whom the issues and facts are substantially the same.

7.04 Policy Grievance

Any differences arising directly between the Union and the Employer, relating to the interpretation, application or alleged violation of the Collective Agreement may be presented by either party as a Policy Grievance within thirty (30) calendar days after the date when the Union or Employer first became aware of the event giving rise to the grievance commencing at Step 2. It is understood,

however, that the provisions of this paragraph shall not be used with respect to a grievance directly affecting an employee(s) and that the regular grievance procedure shall not be by-passed unless the employee has refused to file a grievance within the prescribed time limits after being so requested by the Union and the alleged grievance directly affects the interest of other employees.

Discharge or Discipline Grievances

A claim by an employee that they have been disciplined or discharged will be treated as a special grievance commencing at Step 3 of the Grievance Procedure, provided the grievance is submitted within fifteen (15) school days after the discipline/discharge occurs.

Such special grievances may be settled by confirming the discipline or discharge, or by reinstating the employee with full compensation, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

Any discharged employee will be provided a termination letter with the reasons for the discharge clearly stated.

7.05 A violation of any employment related statute will also be subject to resolution through the grievance and arbitration procedures as outlined in Articles 7 and 8.

7.06 Where an employee receives a written warning and receives no further written discipline for a period of eighteen (18) months from the date of the warning, or the warning is withdrawn by grievance or arbitration procedure, such warning shall be removed from the employee's record and shall not be used in any subsequent action or arbitration proceedings.

7.08 Discipline and Discharge

No employee covered by this Collective Agreement shall be disciplined in any manner, suspended or discharged without just cause.

The Employer shall apply the principle of progressive discipline and agrees that, discipline will proceed in stages.

7.09 The employee shall be notified in writing by the Employer, with full disclosure of the reasons for the disciplinary action, grounds for action, and/or penalty, with a copy to the Union Steward.

7.10 Neither party shall raise or proceed with a timeliness issue argument regarding "filing for arbitration" without first giving the other party written prior notice of its intent to do so.

Should either party serve such notice on the other party the parties further agree that the final time frame in the Collective Agreement respecting “filing for arbitration” shall then be triggered.

ARTICLE 8 – ARBITRATION

8.01 The grievance may be referred to an mutually agreed arbitrator,

In the event the parties fail to agree on an arbitrator within ten (10) (number of days to be agreed to) school days, either party may proceed via section 49 of the Ontario Labour Relations Act.

8.02 No matter may be submitted to arbitration which has not been carried through all previous steps of the Grievance Procedure, unless either party is not cooperative of the grievance process.

8.03 The expense of the Arbitrator shall be borne equally by the parties to the arbitration.

8.04 Any and all time limits referred to under the Grievance and Arbitration Procedures herein may, at any time, be extended by agreement between the Employer and the Union.

8.05 The decision of the Arbitrator shall be final and binding on the Employer, the Union and the employee(s) affected.

8.06 In determining any discharge, the Arbitrator shall have the authority to:

- (a) affirm the Employer’s action and dismiss the grievance, or;
- (b) set aside the penalty imposed by the Employer and restore the grievor to his/her former position with or without compensation, or;
- (c) vary or alter the penalty imposed by the Employer, or make such other determination as the Arbitrator in his/her discretion may deem just and reasonable;

8.07 At any stage of the Grievance Procedure, including Arbitration, the parties may have the assistance of the employee(s) concerned as witness(es) and any other necessary witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrators to have access to any part of the Employee’s place of work to view any working conditions which may be relevant to the

settlement of the grievances. Time spent during the grievance or arbitration process shall be deemed to be time worked up to the basic work day or work week. Arbitration shall be part of the grievance procedure.

ARTICLE 9 – EXISTING WORKING CONDITIONS

9.01 Existing customs and practices, rights and privileges, benefits and working conditions shall be continued, except where provided for in this agreement.

ARTICLE 10 – HEALTH AND SAFETY

10.01 The Employer and the Union recognize that only through a collective effort and cooperation can effective Health and Safety procedures be realized. Such program will recognize the employees' right to standards of Health and Safety in the workplace.

10.02 a) The Health and Safety Committee shall be established, comprised of at least two (2) representatives appointed by the Union and two (2) representatives appointed by the Employer.

b) At least one (1) Employer and one (1) employee representative will participate in joint Certification Training as provided by the Workers' Health and Safety Agency of Ontario or its successor organizations.

Apart from Certification Training, worker and employer members of the Health and Safety Committee will be trained by trainers certified and recognized by the Workers' Health and Safety Agency of Ontario. .

10.03 a) Meetings of the Joint Health and Safety Committee shall be held every month or more frequently, if required by a joint recommendation of the Union and Employer co-chairs. All unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. The minutes of all Health and Safety Committee meetings shall be kept, and copies of such minutes shall be sent to the Union and the Employer and one (1) copy to be posted on the notice board.

10.04 The Health and Safety Committee shall be notified in writing of all accidents and/or injuries. The Health and Safety Committee shall investigate and report in writing, to the Union and the Employer as soon as possible, on the nature and cause of all accidents and or injuries.

ARTICLE 11 – LEAVE OF ABSENCE

11.01 Education/Union Convention Leave

The Employer shall grant leave of absence without pay to members to attend Union conventions or educational sessions. Such leave must be applied for at least two (2) weeks in advance and all leaves for all employees shall not exceed ten (10) working days per year.

11.02 Jury Duty/Witness Leave

When an employee is required to serve on a Jury or as a Witness or who is required in any court of law or coroner's inquest, the employee shall be relieved of their duties for such time as it may require, and shall be paid the difference between the fee as a Juror or Witness, and their earnings for the time lost. It is the employee's responsibility to come to work at anytime during the week that the employee is not actually required for Jury Duty or to be present in Court except where less than three (3) hours remain in the shift.

11.03 Bereavement Leave

An employee shall be granted up to three (3) regular scheduled work days leave without loss of salary or wages in the case of a death, parent, spouse, child, sibling, parent-in-law, grandparent, grandchild(ren) and up to one (1) day in the case of the death of in-lawn, aunt or uncle.

11.04 Pregnancy/Maternity/Parental/Adoption Leave

- (a) Pregnancy/Maternity/Parental/Adoption leave shall be granted as a right as per the Employment Standards Act.
- (b) The Employer shall not deny an employee the right to continue employment during the period of pregnancy. The Employer will make every effort to accommodate any medical restrictions placed on the employee. This will include modification of the work or workplace except where the cost would constitute unjust hardship.
- (c) When an employee decides to return to work after such pregnancy/maternity/adoption leave, she shall provide the Employer with at least four (4) weeks' notice. On return from pregnancy/maternity/adoption leave, the employee shall be placed on the same job as at the same time the pregnancy/adoption leave, an employee shall maintain full seniority status and continue to accumulate all seniority under this Collective Agreement.

11.05 Education Leave

Any employee authorized to take an educational course shall have:

- (a) The fee for the Course paid by the Employer;
- (b) If attendance is during the working hours, the time spent at the Course shall be as though such employee were at work;
- (c) If the Course requires travel, the Employer will reimburse for reasonable travel expenses to the employee if it's a course mandated by the employer.
- (d) In the event the teacher chooses a course relevant to the profession but not required by the school, the teacher may apply to the Board for up to 50% reimbursement of the cost of the course.

ARTICLE 12 – SENIORITY

12.01 The parties agree with reference to probationary employees, that:

Probation For Newly Hired Employees

A newly hired Employee shall be on probation for the first ninety (90) calendar days of employment. During the probationary period the probationary employee shall be provided with a list of expectations to be met, these requirements should be the basis for assessing the employee's continuous employment, the Employee shall be entitled to all rights and benefits of this Collective Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

12.02 Seniority shall mean the length of continuous employment in the bargaining unit with the Employer and shall include service with the Employer prior to certification or recognition of the Union. This applies to employees who were under the employ of predecessor employers and/or who may be employed in future by successor employers of the bargaining unit. This article shall apply to all provisions of this Collective Agreement affected by seniority.

Any employee hired into the bargaining unit after the ratification of this first collective agreement shall accrue seniority from the first (1st) day of joining the bargaining unit, however, for the purpose of any benefit entitlement the original date of hire shall be recognized.

- 12.03 Employees shall continue to accrue seniority if they are absent from work because of sickness, disability, accident, lay-off or other approved leave under this Collective Agreement.
- 12.04 Within thirty (30) calendar days of ratification and in October and March of each year thereafter, the seniority list, including the employees' seniority, service date and employment status (full-time or part-time) shall be posted in the various departments and a copy mailed to the Union.
- 12.05 (a) A part-time employee cannot use seniority for the purpose of displacing a full-time employee.
- (b) A part-time employee who becomes a full-time employee will be given full-time credit of fifty percent (50%) of the employee's part-time seniority up to a maximum of two (2) year of credit.
- 12.06 In the event of a tie in seniority dates for two (2) full-time employees their part-time seniority will be used for the purpose of breaking the tie only. If not applicable, then the employee's last name on an alphabetical order would be utilized.

ARTICLE 13 – VACANCIES, JOB POSTING, PROMOTIONS AND TRANSFERS

- 13.01 By the end of June in each year, the Employer will assign teachers to the grade that they will be expected to teach the following September. In making the assignment, the Employer will take into consideration the stated preference of the teacher, their experience and qualifications, and the needs of the students and the school.
- 13.02 The parties agree that a teacher's assignment may be changed after June if there are unusual circumstances requiring a change in the assignment.
- 13.03 No employee shall be transferred to a position outside the bargaining unit without the consent of the employee.
- 13.04 New employees shall not be hired where there are employees on layoff who have the qualifications and ability to do the job.

ARTICLE 14 – LAYOFF AND RECALL

- 14.01 Employees will be laid off in reverse order of seniority provided a remaining employee has the qualifications and ability to perform the normal requirements of the remaining job(s).
- 14.02 Employees shall be recalled in the order of their seniority, where jobs become available, provided they have the qualifications and ability to perform such jobs. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer advised at all times of their current address
- 14.03 The Union shall be notified of all appointments, hiring, lay-offs, transfers, recalls and terminations immediately.

ARTICLE 15 – WAGES AND CLASSIFICATIONS

- 15.01 The Employer shall pay salaries and wages as set out in Appendix “A” attached hereto and forming part of this Collective Agreement. Each employee shall be provided with a personal itemized statement of wages, overtime, and other supplementary pay and deductions. Wages shall be paid monthly

All bargaining unit employees shall elect upon commencement of each school year by the third (3rd) day of school or during orientation day whether to receive their salary over ten (10) months or over twelve (12) months on a monthly basis.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

- 16.01 The normal work week for full-time employees shall consist of five (5) consecutive days between Monday to Friday.
- 16.02 In the scheduling of the normal hours of work, the Employer agrees that hours will be scheduled as follows:
- (a) Normal school days are from Monday to Friday.
 - (b) The teacher’s hours are normally 10 minutes prior to students start time and 20 minutes after the end of student’s class day.
 - (c) Any teacher leaving earlier than above times shall communicate the reason to their division heads, the Principal or the school secretary prior to leaving.

- (d) Teachers shall have one forty (40) minutes on call period and one forty (40) minutes preparation period or a combined eighty (80) minutes preparation/on call period per full school day.
- (e) It is strictly understood that during the preparation period the teachers will not be assigned for other duties and during on call period a teacher may be assigned duties in extreme situations where another teacher leaves school during the work day.
- (f) Teachers may utilize any spare time after completion of task preparing during preparation time for leaving the premises in order to get food outside, subject to teacher's signing out.
- (g) The Teacher's school year shall be the first day of school for students and the last day of the school year.
- (h) The Principal may request the teachers to attend an orientation session for up to two (2) days paid at regular wages prior to the start of the school year, which day shall not exceed five (5) days prior to the start of the school year.
- (i) The employer agrees to work the employees on adjusting hours of operation of the academy during the month of Ramadan.
- (j) A lunch duty schedule shall be posted in the department at the start of school year by showing the scheduled lunch duty hours for each employee covered by the Collective Agreement, such schedule shall not be changed without advance notice except in the event of sickness, accident, bereavement, fire, flood, or other similar circumstances beyond the control of the Employer. The Union steward shall be given copies of all work schedules and advised of any changes made
- (k) When scheduling lunch duties, the employer shall rotate among all employees including admin/Managerial staff in a fair and equitable manner.

16.03 Rest Periods

- (a) The meal period will be forty five (45) minutes.
- (b) In the event a teacher is assigned for lunch duties, every effort shall be made to coordinate such lunch duties with the prep/on call time, the teacher assigned shall have his/her lunch break immediately prior to assignment or immediately after the assignment for minimum 50% of the time normally taken.

16.04 Full-time employees called in to work on the employee's scheduled day off will be paid two (2) times their normal rate of pay for all hours worked with a guarantee of minimum four (4) hours work or pay in lieu.

16.05 The Union Representative of the United Food and Commercial Workers or its International affiliates or the steward shall have the right to inspect all bargaining unit employees' time cards and/or time sheets or attendance record.

16.07 Overtime

- (a) Where a teacher is required to complete a mandatory work assignment or attend a meeting held beyond the teacher's normal work hours, other than those instances referred to in paragraphs 15.02 (c) (d) and (e) above, the hours will be considered overtime.
- (b) Any overtime shall be paid at time and one half the rate of regular hourly wage (week's salary divided by 40 hours). .

ARTICLE 17 – VACATIONS

17.01 Payment for vacation shall be paid during March Break and December holidays.

- 17.02 (a) An employee who terminates employment for whatever reason, shall be paid vacation allowance as provided herein if they have not been provided the vacation referred to in 17.01
- (b) On the death of an employee, the vacation allowance will be paid to the employee's estate forthwith

ARTICLE 18 – PAID HOLIDAYS

18.01 (a) The following days shall be recognized as paid holidays:

- | | |
|--------------------|-----------------------|
| New Year's Day | Easter Monday |
| Good Friday | Canada Day |
| Victoria Day | Labour Day |
| Civic Holiday | Thanksgiving Day |
| Family Day | Christmas Day |
| Boxing Day | Eid Al-Fitr (Ramadan) |
| Eid Al-Adha (Hajj) | |

It is agreed that employees do not receive any pay for holidays that occur during the summer vacation period when they are not working.

- (b) Any holiday proclaimed by the federal, provincial or municipal governments will added to the above list.

18.02 Employees who are required to work on any of the above named holidays will receive holiday pay in accordance with the *Employment Standards Act, 2000*.

18.03 With exception of Eid holidays, if any of the above mentioned paid holidays occurs during an employee's regular day off, then the paid holiday will be declared as the employee's first regular work day immediately following the paid holiday or any other mutually agreed day.

When an Eid holiday falls on a Sunday, the Monday immediately after will be provided as a holiday with pay.

18.04 For each paid holiday, (other than those during the summer vacation period) employees shall be paid as follows: :

Full-time employees shall be paid one full day's pay at their regular rate of pay. Part-time employees shall be paid as per the *Employment Standards Act, 2000*.

ARTICLE 19 – HEALTH AND WELFARE

19.01 Sick Leave/Choice Days

- (a) All Employees from starting year will have five (5) sick days.
- (b) After completion of three (3) years' service, employees will have additional one (1) day of sick time for each year of service up to a maximum of ten (10) days.
- (c) Any unused sick/choice days shall be paid out at fifty percent (50%) at the employee's regular rate of pay at the end of the school year.
- (d) Employees are allowed to utilized single days for any reason, however, in the event of any three (3) consecutive days of absence, the Principal may request a medical certificate prior to his/her return.

19.02 Continuation of Benefits During Work Stoppages

In the event of a work stoppage, the Employer agrees at the request of the Union in writing, to maintain all insurance, including pension contributions and credits,

on behalf of all employees. The Union agrees to reimburse the Employer for the premiums during this period.

ARTICLE 20 – CLASS SIZE

20.01 Class size maximums will be maintained at 28 students except in order to accommodate a teacher's child and the admission of siblings. In those circumstances class size will not exceed 29 students.

ARTICLE 21 – EVALUATION

- 21.01 (a) It's agreed between the parties that only management staff employed by the school (Heads of Department and Principal), or a consultant appointed by the Employer shall evaluate a teacher. No member from the bargaining unit shall evaluate, requested or required to evaluate another member.
- (b) A teacher shall be given five (5) working days' notice before a classroom evaluation takes place.
- (c) After the teacher has received the evaluation report from the management, the teachers will be required to comment in the section provided on the report, the teacher shall be given ten (10) working days to do so.

ARTICLE 22 – GENERAL

- 22.01 The Employer will provide bulletin boards for the purpose of posting Union notices to its members. The bulletin boards shall be located to ensure it is visible to all bargaining unit employees.
- 22.02 The Employer shall reimburse the Union fifty (50%) percent of the cost of printing this Collective Agreement.
- 22.03 Correspondence

All correspondence arising out of, or incidental to this Collective Agreement, shall pass between the Principal's Department and the Board of Directors of the Employer and the Union Representative of the United Food and Commercial Workers Union or its International affiliates, unless otherwise herein specified.

22.04 Mileage

If an employee is required to use their personal vehicle on the Employer's business they will be paid mileage at a rate of forty cents (40¢) per kilometer.

ARTICLE 23 – DURATION

23.01 This Collective Agreement shall remain in force and effect from September , 2017, until August 31, 2019, and until all provisions of the Ontario Labour Relations Act have been expended.

23.02 Either party may give the other party notice of renewal and/or amendment of this Collective Agreement at any time within ninety (90) days prior to the expiry of this Collective Agreement. The parties shall meet within fifteen (15) days of such notice being received.

23.03 The Parties agree to sign the Collective Agreement within thirty (30) days of ratification by the Union.

Signed this _____ day of _____, 20_____.

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX “A”

Wages

The current total compensation pay rate for teachers employed within the bargaining unit shall increase as follows:

- Effective September 1, 2017 \$1350 increase to total compensation.
- Effective September 1, 2018 \$1350 increase to total compensation.
- All teachers hired after date of ratification shall have the following starting salary; \$35,000.
- They will receive an increase to their total compensation, effective September 1, 2018 of \$1350.

*Retro active wages will be paid as soon as possible.

Dated at Toronto, Ontario this 3rd day of December, 2017.

FOR THE UNION:

Jehan Ahamed

Jehan Ahamed

FOR THE EMPLOYER:

Yasmen Merchant

Yasmen Merchant

LETTER OF UNDERSTANDING #1

RE: Pay Equity

The parties to this Collective Agreement agree to develop and/or maintain a Pay Equity plan in accordance with any applicable legislation.

Dated at Toronto, Ontario this 3rd day of December, 2017.

FOR THE UNION:

FOR THE EMPLOYER:

Jehan Ahamed

Jehan Ahamed

Yasmen Merchant

Yasmen Merchant

LETTER OF UNDERSTANDING #2

RE: Islamic Values Committee

The employer and the Union agree to strike a working committee to be chaired by a scholar of the Islamic Institute of Toronto (joint decision) for the purpose of defining Islamic Values that will govern the operation of the Academy.

Dated at Toronto, Ontario this 3rd day of December, 2017.

FOR THE UNION:

Jehan Ahamed

Jehan Ahamed

FOR THE EMPLOYER:

Yasmen Merchant

Yasmen Merchant