

**COLLECTIVE AGREEMENT**

**BETWEEN**

**METRO CENTRAL BRANCH OF THE**



**YMCA OF GREATER TORONTO**  
(HEREINAFTER REFERRED TO AS "THE EMPLOYER")

**AND**

**CUPE** / *Canadian Union  
of Public Employees*

**AND ITS**

**LOCAL 2333**

(HEREINAFTER REFERRED TO AS "THE UNION")

**EXPIRY: AUGUST 31, 2027**

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## **ARTICLE 1 – RECOGNITION**

- 1.01 The Employer recognizes the Union as the bargaining agent for all of its employees at the Metro Central Branch of the YMCA of Greater Toronto, save and except professional staff, department managers, physical instructors, dietitians, supervisors, persons above the rank of supervisor, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period.
- 1.02 No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representatives that may conflict with the terms of this collective agreement.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01 The Union acknowledges that it is the function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, discharge, transfer, classify, promote, demote, or discipline, employees, provided that a claim of discriminatory promotion, demotion, or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as herein provided;
  - (c) generally operate the Metro Central Branch of the YMCA of Greater Toronto and, without restricting the generality of the foregoing, to determine all work procedures, kinds of equipment to be used and to select and direct the use of all materials required in the operation of the Employer, and to establish and enforce reasonable rules governing the use of materials and equipment in the interest of the safety and well-being of its members, the public and employees.
- 2.02 The Employer will not exercise these rights in a manner inconsistent with the provisions of this agreement.

## **ARTICLE 3 – MAINTAINING AN ENVIRONMENT OF RESPECT**

### **NO DISCRIMINATION**

- 3.01 The parties recognize the dignity and worth of every individual and seek to create a climate of understanding and mutual respect in the workplace. The Employer and the Union agree that there shall be no discrimination, interference, restriction, harassment or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise, on the basis of age, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, immune status, marital status, family status, record of offences or handicap or by reason of membership or non-membership in the Union, and other rights afforded them by legislation.
- 3.02 The parties agree that, employees in same-sex relationships shall be deemed to have the same marital and family status as employees who are married or in common-law relationships with respect to all matters covered by this Agreement.
- 3.03 No employee shall be required to perform duties of a personal nature not connected with the approved operations of the Employer.

### **NO HARASSMENT**

- 3.04 The Union and the Employer recognize the right of employees to work in an environment free from harassment and agree to take all possible and appropriate action to foster such an environment. The Employer agrees that there shall be no form of harassment of the types listed in 3.05; 3.06; 3.07 and others protected under the Ontario Human Rights Code.
- 3.05 Harassment includes unwelcome behaviour or comments that put down, insult, offend or humiliate another person. Harassment in the workplace includes threats or a pattern of aggressive or insulting behaviour by a person in the workplace, where the person knows or reasonably ought to know that his or her behaviour is likely to create an intimidating or hostile workplace environment. Harassment also includes alienation, exclusion from that to which a person(s) would otherwise have a right or privilege.

3.06 Harassment may take many different forms including:

Verbal innuendoes; suggestive comments; jokes of a sexual, ethnic, religious etc. nature; sexual propositions, advances or threats; subtle or overt pressure for sexual favours; inappropriate comments about an individual's body or dress; demeaning or belittling behaviour;

Non-verbal objects or pictures, e-mails, sounds, gestures and downloading or accessing certain web sites;

Physical unwanted contact, including touching, pinching, brushing the body or pushing.

3.07 Harassment can include the following areas: sexual harassment; gender/transgender harassment; racial harassment or harassment related to creed (i.e., Jewish, Muslim or any other religion)

3.08 Disciplinary action by the Employer is not, in and of itself harassment.

3.09 All members of management are responsible for creating and maintaining a work environment free of harassment including modeling appropriate behaviour.

3.10 A grievance concerning the alleged breach of this Article may be submitted directly at Step 1 (Article 9 Grievance) of the grievance process within 10 working day of the most recent incident.

CONFIDENTIALITY

3.11 The Employer and the union agree to make every reasonable effort to ensure that the identity of all parties, the facts and substance of the grievance(s); and all correspondence and meetings related to such complaints shall be kept strictly confidential to the parties directly involved in the investigating and processing of the complaint and shall not be disclosed save and except to facilitate an investigation of the complaint. The Employer and the Union agree that this shall not preclude them from disclosing this information to their legal advisors, or in relevant grievance and legal proceedings as required by law.

## **ARTICLE 4 – WORKPLACE DIVERSITY AND INCLUSION**

- 4.01 The parties reaffirm their commitment to Diversity and Inclusion. The parties understand that promotion of Diversity is intended to achieve a workforce that is representative of all groups in the population served by the Employer. It is recognized that a representative workforce will only be achieved by ensuring that designated equity group members represented under the Human Rights Code are not only given fair opportunities in obtaining jobs but that they are also provided with a workplace that encourages them to stay and to advance to all positions within the Local. It is noted that the promotion of Diversity and Inclusion does not mean placing staff in positions for which they are not qualified or maintaining different performance expectations.
- 4.02 A workforce that accepts values and accommodates differences results in stimulating and rewarding work experiences for all employees. The parties agree that a diverse workplace is beneficial and desirable and their proactive efforts with regards to Diversity and Inclusion are fundamental to the YMCA.
- 4.03 Proactive measures and promotion of diversity and inclusion will include the following:
- A review by the Employer of the current recruitment, promotion and training practices;
  - Identification by the Employer of positive measures, for example work and family measures, skills upgrading, for under-represented groups.
  - Maintaining fair and open recruitment and job selection procedures for newly hired employees
- 4.04 The Employer will ensure that equal job opportunities exist and that there is no discrimination in employment with respect to areas protected under the Human Rights Code (see Article 3).
- 4.05 The Employer will seek to address and remove unfair disadvantages that result from the fact that a person belongs to a group identified under the Human Rights Code.

## **ARTICLE 5 – STRIKES AND LOCK-OUTS**

- 5.01 There shall be no strike or lockout so long as the collective agreement continues to operate. The terms "strike" and the term "lock-out" shall have the meaning as set forth in the Labour Relations Act for Ontario.

## **ARTICLE 6 – UNION SECURITY**

- 6.01 The Employer shall, upon the completion of the probationary period, deduct from the wages of all its employees an amount equal to the regular union dues prescribed by the Union. Deductions shall be made from the first payroll of each month and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 20th day of that month, accompanied by a list of the names and classifications of employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the Employer to the Local Union Treasurer. At the same time, Income Tax (T4) slips are made available the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

## **ARTICLE 7 – REPRESENTATION**

- 7.01 The Union shall have the right to appoint or otherwise select a negotiating committee of not more than three (3) employees. Time absent from work by the members of the negotiating committee for the purpose of negotiating a collective agreement will be paid for by the Employer.
- 7.02 The Union shall further have the right to appoint or otherwise select five (5) stewards to assist employees in presenting grievances to the Employer. Three (3) of these stewards acting together shall form a grievance committee.
- 7.03 Nothing in this agreement shall be deemed to prevent an employee from acting in the dual capacity of a steward and committee member.
- 7.04 The Union recognizes that stewards and members of the grievance committee have regular duties to perform as employees of the Employer. Such employees shall not, therefore, leave their regular duties for the purpose for the conducting any business on behalf of the Union or to discuss any grievance without first obtaining the permission of their supervisor. Such permission will not be unreasonably withheld. When returning to work an employee who has been given time to conduct Union business or take up a grievance will report to their supervisor. Time absent from work on the part of stewards or members of the grievance committee under the conditions outlined above will be paid for by the Employer.
- 7.05 The Union will supply the Employer with the names of the members of its committee and of its stewards and any changes therein. Similarly, the Employer will supply the Union with the names of its supervisors and their titles.
- 7.06 At the request of either party, the parties shall hold a meeting at a time mutually agreeable.

- 7.07 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with or representatives of the Canadian Union of Public Employees when dealing with or negotiating with the Employer. Such representatives shall have reasonable access to the Employer's premises on notification to the Employer and upon receiving permission from the Employer in order to investigate and assist in the settlement of a grievance. Such permission will not be unreasonably withheld.

## **ARTICLE 8 – GRIEVANCE AND ARBITRATION**

### 8.01 Step No.1

If an employee has a complaint, he/she wishes to bring to the attention of the Employer, he/she will first take the matter up with his/her immediate supervisor. The employee may do this alone or he/she may request his/her steward to accompany him/her.

### 8.02 Step 2

If the reply of the supervisor is not satisfactory to the employee concerned, the complaint will be stated in writing as a grievance and within five (5) days after the supervisor's reply, will be forwarded by the employee or his/her steward to the Regional Director. Within a further five (5) days the Regional Director and/or such other persons as may be designated by the Employer will meet with the grievance committee to discuss the grievance. A written reply to the grievance will be given within three (3) days after this meeting has been held.

- 8.03 If the procedure outline above does not result in a settlement of the grievance, either party may, within five (5) days after the reply at Step No. 2, refer the matter to arbitration. It is understood that all time limits referred to in Article 7 herein are exclusive of Saturday, Sunday and Statutory holidays.

- 8.04 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the agreement. Within ten (10) days thereafter each party shall name an arbitrator to an arbitration board and notify the other party of the name and address of its appointee. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within eight (8) days, the appointment shall be made by the Minister of labour upon the request of either party.

- 8.05 The decision of the board of arbitration shall be final and binding on all parties, but in no event shall the board of arbitration have the power to alter, modify, or amend this agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the chairperson of the board of arbitration to reconvene the board to clarify the decision.
- 8.06 Each party shall pay:
- (a) the fee and expense of the arbitrator it appoints; and
  - (b) one-half the fee and expenses of the chairperson
- 8.07 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witness and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 8.08 No matter may be submitted to arbitration that has not been properly carried through all steps in the grievance procedure.
- 8.09 The Employer may refuse to consider any complaint the circumstances of which arose more than ten (10) days before the matter was referred to the supervisor at Step No.1.
- 8.10 Any of the time limits provided may be extended by mutual agreement of the parties.

## **ARTICLE 9 – DISCIPLINE, SUSPENSION AND DISCHARGE**

- 9.01 A grievance concerning the suspension or discharge of an employee shall be taken up at Step No. 2 of the grievance procedure. The time limit referred to in Article 7 shall still apply.
- 9.02 The Union shall be notified in writing by the Employer of the reason for such suspension or discharge at the same time as the employee, but in no case later than three (3) days from such action being taken. It is understood that the time limits referred to in Article 8 herein are exclusive of Saturday, Sunday, and statutory holidays.

- 9.03 After twenty-four (24) months has elapsed an employee's Record of Discipline shall be expunged from the employee file provided no further discipline has occurred. Discipline resulting a finding related to the Non-Discrimination and/or Anti-Violence Policy that has not been overturned by either grievance or arbitration shall not be expunged and is exempt from the twenty-four (24) months removal.
- 9.04 No document shall be placed into an Employees' file without their knowledge. Further, the parties agree to produce relevant documentation to the other party prior to any arbitration hearing related to a grievance.

## **ARTICLE 10 – SENIORITY**

- 10.01 (a) Any new hired employee will be on probation and will not have any seniority standing with the employer until after he/she has SUBMITTED A SATISFACTORY VULNERABLE POLICE RECORD CHECK AND HAS completed four (4) calendar months. His/her seniority will then date back TO THE ORIGINAL HIRE DATE. The discharge of a probationary employee will be neither grievable nor arbitrable.
- (b) The Employer shall, at the time of hiring, provide all new employees with a letter stating:
- a. Starting salary
  - b. Classification according to Schedule "A" of this agreement;
  - c. Job description;
  - d. The number of hours per week that the employee shall normally be required to work.

A copy of the letter provided to each new employee at the time of hiring shall be provided to the local Union.

- 10.02 The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- 10.03 (a) In the case of lay-off due to the lack of work, the employee with the least amount of seniority will be laid off provided those remaining are qualified to perform the work available.

- (b) In the case of a recall following lay-off, the most senior employee will be recalled provided the employee is qualified to perform the work available.
- (c) In the case of promotion or demotion, the skill and ability of employees shall be the governing factors, and where these factors are relatively equal between employees, seniority with the Employer shall be the governing factor.
- (d) Employees selected under the above provisions shall be given a reasonable familiarization period. The Employer will inform the Union prior to laying off, recall and transfers, and of the filling of promotional vacancies of employees within the bargaining unit.

10.04 In the event new jobs are created or vacancies occur, the Employer will post such new jobs or vacancies for a period of ten (10) working days before new employees are hired in order to allow employees with seniority to apply. It is agreed that the successful applicant for the job bidding will not be permitted to re-apply for a period of six (6) months and that he or she will be on trial for a period of three (3) months. The time limits may be extended provided the Employer and the Union mutually agrees. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds him/herself unable to perform the duties of the new job classification, he/she shall be returned to his/her former position without loss of seniority and wage. All applicants will be advised in writing of the successful applicant, and each unsuccessful applicant will be advised of the reasons he/she was not successful.

- (b) All internal applicants who have the appropriate qualifications will be interviewed prior to external candidates. All internal applicants who are granted interviews but not offered the position shall be notified in writing before external applicants may be interviewed.
- (c) The Elimination of a vacant position shall be accompanied by notice to the Local.
- (d) When it is known that a position will be temporarily vacant for a period greater than twelve (12) months due to an approved personal leave of absence, the position will be posted as a temporary position.

10.05 Seniority previously accumulated will be lost whenever an employee:

- (a) quits;
- (b) is discharged and such discharge is not reversed through grievance or arbitration;

- (c) fails to report for work more than five (5) days without an explanation satisfactory to the Employer
- (d) overstays a leave of absence granted by the Employer without obtaining permission or giving an explanation satisfactory to the Employer;
- (e) is laid off for a period in excess of his/her seniority at the time of his/her lay-off with a minimum of six (6) continuous months and a maximum of twelve (12) continuous months;
- (f) fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so. It shall be the responsibility of the employee to keep the Employer informed of his current address.

## **ARTICLE 11 – HOURS OF WORK AND OVERTIME**

- 11.01 An employee required by the Employer to work in excess of the number of hours in either his/her regular workweek shall be paid at the rate of time and one-half his/her regular hourly rate for such excess hours.
- 11.02 The days of work for an employee, starting and quitting time each day, and time and duration of lunch and rest periods, will be determined by the employer in accordance with posted schedules. The work schedules as determined by the Employer shall be based on the normal workweek as defined in Schedule "A".
- 11.03 The Employer will endeavour to post work schedules at least four (4) weeks in advance. The posting of work schedules shall not prohibit the Employer an efficient work force. Under such circumstances, the Employer will endeavour to give reasonable notice of the changes to the employee(s) affected by the change of schedule. If a minimum of twenty-four hours' notice is not given, the affected employee shall be paid at the rate of time and one-half for the first full shift of the revised schedule.
- 11.04 An employee shall be permitted a 15-minute rest period both in the first and in the second half of a shift, or as an alternative, at the discretion of the employer, a paid 30-minute lunch period.
- 11.05 Employees must be prepared for work in their work in prescribed YMCA uniforms at their properly scheduled period. An employee shall obtain permission from the department head before leaving work prior to the normal quitting time.

- 11.06 An employee reporting for work on his/her regular shift shall be paid his/her regular rate of pay for the entire period of work with a minimum of three (3) hours pay if he does not commence work and a minimum of four (4) hours pay if the employee does commence work.
- 11.07 An employee who is called in and required to work outside his or her regular working hours shall be paid for a minimum of three (3) hours at overtime rates.
- 11.08 In the event there is an overpayment to a member the Employee shall be notified in writing by the Employer the amount owed and when the error occurred. After such notification, the parties involved will meet to discuss the error and a repayment plan if necessary.
- 11.09 If an Employee is short on a pay period by 8 hours or more, they shall notify their supervisor in order to receive wire transfer to the Employee bank for the outstanding amount within 5 working days.

## **ARTICLE 12 – HOLIDAYS**

- 12.01 The following days will be recognized as paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	½ day before Christmas Day
Dominion Day/Canada Day	Christmas Day
Civic Holiday	Boxing Day
Labour Day	½ day before New Year's Day
Family Day	

- 12.02 Service to the public is essential. Therefore, it will be necessary that at least 50% of the employees covered by this agreement work on the holidays set out above. If a day off in lieu of a statutory holiday is to be given, it will be granted within sixty (60) days before and after the statutory holiday.
- 12.03 In applying the principles set out in 12.02 above; employees will alternate between recognized holidays and day off granted in lieu of holiday. Where possible, employees who work Christmas Day will not be required to work on New Year's Day.

- 12.04 Employees who are required to work on any of the above holidays will receive one and one-half (1½) times their regular rate of pay for all hours worked in addition to pay for the holiday, or day off in lieu thereof. In order to qualify for such payment an employee must work the one regularly scheduled full shift immediately preceding and succeeding the holiday or the day granted in lieu thereof, except where absence on the said full shift is only due to verified personal illness.
- 12.05 If any of the above-mentioned holidays occur on an employee's regular day off or during an employee's vacation period, the employee will receive an additional day off or payment in lieu of the holiday, but the additional day off shall not be added to the employee's vacation unless with the consent of the department head.
- 12.06 The employees will give the Employer seven (7) days advance notice of taking a Lieu Day. The Employer shall respond in writing within two (2) days upon receiving such request verify in writing whether such leave is granted.

### **ARTICLE 13 – VACATIONS**

- 13.01 Employees may take vacation time accrued to date, but may not take vacation in advance of accruing.
- 13.02 An employee who has completed one (1) year but less than two (2) years of continuous service shall be entitled to 10 days annual vacation with pay.
- 13.03 An employee who has completed two years but less than seven (7) years of continuous service shall be entitled to 15 days annual vacation with pay.
- 13.04 An employee who has completed seven (7) years but less than fifteen years of continuous service shall be entitled to 20 days annual vacation, with pay.
- 13.05 An employee who has completed fifteen (15) years but less than twenty (20) years of continuous service shall be entitled to twenty-five days annual vacation with pay.
- 13.06 An employee who has completed twenty (20) years or more of continuous service shall be entitled to thirty days annual vacation with pay.
- 13.07 When an individual is hired into a position within the bargaining unit who is currently employed within the YMCA of Greater Toronto in either a part time or full time basis, they shall be placed into the vacation category based on all YMCA of Greater Toronto past Service as of their last date of hire.

## **ARTICLE 14 – LEAVE OF ABSENCE**

- 14.01 The Employer may grant leave of absence, in writing and without pay, to any employee for legitimate personal reasons. Such permission, which shall be in writing, shall not be unreasonably withheld. An employee who has received such permission to be absent will continue to accumulate seniority. For a period of not more than thirty (30) calendar days after which her/his seniority shall be preserved.
- 14.02 (a) In the case of a death in the immediate family of an employee, the Employer shall grant up to a maximum of five (5) working days leave of absence with pay for the sole purpose of arranging for or attending the funeral. "Immediate family" shall mean: parent, spouse, brother, sister, child, mother-in-law, father-in-law grandparent or grandparent-in-law. In the case of a funeral outside the province, an employee will be granted one extra day leave of absence with pay provided that the employee attends the funeral.
- (b) In the event of a death of an aunt, uncle, niece or nephew the employer shall grant one (1) day of leave of absence for attending the funeral.
- 14.03 Employees serving as a juror or as a court witness shall be paid the difference between the amount received for such jury or court witness duty and the amount which they would have received from the Employer had they worked their regularly scheduled hours.
- 14.04 Sick Leave
- (a) The Employer agrees to grant sick leave with pay on the basis of one and one half (1½) days per month accumulated to a maximum of eighteen days per calendar year. In addition, at the end of each year employees shall be able to bank their unused sick days up to a maximum of one hundred and thirty (130) days for any non-occupational sickness or accident.
- (b) An employee who voluntarily quits or is discharged for cause (other than ill health or infirmity) shall forfeit all claim to sick leave.

- (c) Sick leave shall be available only for cases of genuine illness. An employee shall notify the Employer that he/she is not available to work due to sickness by a telephone call at least two (2) hours before the scheduled starting time of his/her shift. A medical certificate signed by a duly qualified medical practitioner may be requested by the Employer in every case where an employee is absent due to sickness for more than three (3) working days. When a medical note is requested any cost will be paid by the Employer upon receipt of proof payment.
- (d) Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.
- (e) The Employer will pay 100% of the employee's regular salary in respect of reported and approved absences resulting from workplace injury. Approval of such absences will be by an external Adjudicator appointed by the Employer. Such approved absences will not be applied to accumulated sick leave earned by the Employee.

#### 14.05 Pregnancy Leave

- (a) Maternity and Parental Leave

Maternity and Parental Leave will be governed by the provisions of the Employment Standards Act of Ontario.

- (b) Paternity Leave with Pay

- 1. Policy

Paternity Leave, with pay at regular rates, shall be granted to employees having completed three (3) months continuous employment at the time of birth of the child or at the time of taking the child into parental care.

- 2. Duration of Leave

The duration of such leave shall not exceed five (5) working days.

- 3. Commencement

Paternity leave shall be taken within four (4) weeks of birth of the child, or taking the child into paternal care.

4. Such leave shall be approved in writing by the supervisor and appropriate Vice-President or General Manager.
5. Time taken on such approved leave shall in no way affect sick leave or vacation entitlement.

14.06 Employees shall be granted a leave of absence to attend regular scheduled union events such as seminars and conventions, provided that no more than two (2) employees are absent at any one time; that four (4) weeks' notice, where possible is given to the Employer, but in any event a minimum of two (2) weeks' notice, and no more than an accumulation of twenty-five (25) person-days per year is used.

14.07 Family Responsibility Leave

Employees who have completed their probationary period are entitled up to a maximum of three (3) working days off paid at regular rates in any calendar year for valid reasons under this family responsibility provision. Unused days under this provision cannot be carried over from one calendar year to another. As such, if an employee does not use the family responsibility leave by December 31<sup>st</sup> in any calendar year such entitlement is lost for that calendar year. Leave will only be granted under this provision for the caring of an employee's sick child or an employee's other sick dependant family members or for arranging care of an employee's sick children or an employee's sick other dependent family members.

14.08 Employees covered by the Collective Agreement can access the following days in each calendar year:

- (a) Full-time employees with three (3) or more months of employment are entitled to two (2) additional paid days off each calendar year. Such days are paid at the employee's regular rate and must be approved by the employee's supervisor, in advance. Association days may not be carried forward in another calendar year.
- (b) Full time employees who have been employed for three (3) months are entitled to up to a maximum of three (3) working days off with pay at their regular rate, in each calendar year, for valid reasons under this family responsibility provision. Such days may not be accumulated beyond the calendar year and may not be used for any other purpose.

- (c) The employer shall provide full time employees with three (3) months or more of employment with one (1) paid day off to move residence. This paid day may be taken no more than once every twelve (12) months. An employee must request a moving day from their supervisor at least one (1) month in advance.

These days do not accrue and must be used by the end of each calendar year, nor do they have any monetary value.

## **ARTICLE 15 – BULLETIN BOARDS**

- 15.01 The Employer will make available two (2) bulletin boards for the posting of notices or reports for the information of employees. All such notices must first be approved by the Employer. Such approval shall not be unreasonably withheld.

## **ARTICLE 16 – INSURANCE**

- 16.01 Life insurance will be provided in the amount of twice annual earning - 50% of premium paid by the Employer.
- 16.02 The Employer agrees to continue its present practice regarding the Pension Plan.
  - (a) Under YMCA Canada Constitution and By-Laws, member Associations are required to make as a condition of employment the enrolment of eligible staff in the Canadian YMCA Retirement Fund. The YMCA of Greater Toronto participates fully through Fund enrolment.
  - (b) The Canadian YMCA Retirement Fund is a defined contribution plan. Contributions are paid by and on behalf of each member, up to eighteen percent (18%) of annual earnings and annual dollar maximum as designated by government legislation (through Canada Revenue Agency).
  - (c) Full-time staff after two (2) years of service may participate, with mandatory participation required after three (3) years of service. Part-time staff have the option of joining the plan after two (2) years of consecutive service, and a minimum of thirty-five percent (35%) of the year's maximum pensionable earnings under CPP or seven hundred (700) hours worked in each of the two previous years.

- (d) The employee contributes five percent (5%) of their gross earnings, which is matched by the YMCA. Employees may increase their individual contributions up to the current legislated maximum (which is eighteen percent (18%) of annual earnings, up to a dollar maximum designated by CRA, which is changed on a yearly basis), but these additional contributions will not be matched by the YMCA.
  - (e) Eligibility for the YMCA Pension Plan will continue until the date of retirement or December 31<sup>st</sup> of the year the member turns age 71.
- 16.03 The Employer will provide a drug plan with 80% of premium paid by the Employer and 20% paid by the Employee based on current plan.
  - 16.04 The Employer will continue the current Dental Plan using current ODA with 100% of the premium paid by the Employer. The Dental plan will be a maximum of \$2,000 for services. It is understood that if a service is needed beyond the basic plan they can use any part of the \$2 000 to assist for payment for 80% of the cost of enhanced care.
  - 16.05 The Employer will provide an Employee Assistance Program according to Association policy – 100% is paid by the Employer.
  - 16.06 The Employer agrees to reimburse for chiropractic services based on \$1,000 per person per calendar year.
  - 16.07 The Employer will provide vision care at a rate of four hundred (\$400) over a 24-month period.
  - 16.08 The Employer agrees to reimburse for physiotherapy services based on \$1,000 per person per calendar year.
  - 16.09 The Employer agrees to pay 100% for the cost of one optometry exam every 24 months.
  - 16.10 The Employer agrees to pay 100% for the cost of Accidental Death & Dismemberment.
  - 16.11 The coverage listed above and currently provided in the benefits booklet is provided for the employee and their family (spouse/partner and dependents including children up to age 21, and between the ages 21-25 if attending school full time).

16.12 Extended Health & Dental Coverage is available until the age of 71.

Long-Term Disability (LTD)

Long-Term Disability provides disability benefits inclusive of CPP equal to sixty-five percent (65%) of monthly income up to a maximum of \$11,000 (evidence of insurability is required after coverage of \$10,000) subject to a qualifying period of approximately six months of continuous disability and supporting medical evidence. The YMCA pays the full cost of the Long-Term Disability (LTD) premiums. Long-Term Disability coverage is available to staff up to age 70.

**ARTICLE 17 – GENERAL**

- 17.01 Wherever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.
- 17.02 If the Employer should sub-contract any major function normally performed by members of the bargaining unit, the Employer will give the affected employees two (2) months' notice before the actual lay-off.
- 17.03 The Union and the Employer desire every employee to be familiar with the provisions of this agreement and his rights and duties under it. For this purpose, the Employer shall have prepared sufficient copies of the agreement within a reasonable time of its execution.
- 17.04 The Employer agrees to continue its present practice of supplying and laundering uniforms and supplying gloves.
- 17.05 The Employer agrees to continue its present practice of supplying and laundering uniforms and supplying gloves. The employer agrees to provide employees on an annual basis the following uniforms:
- Three (3) T-Shirts – Standard YMCA Issue
  - One YMCA – Golf Shirt
  - Pant – standard YMCA track pant or \$100 per staff per year
  - Work Boots \$200.00 (two hundred dollars) per year for Maintenance & Laundry Lead Staff
  - Winter Jackets will be made available for those employees who are responsible snow removal, every second year valued at \$150.00 (One Hundred Fifty Dollars)
  - Gloves for shoveling snow, material handling aprons, and eye protection

## **ARTICLE 18 – WAGES**

18.01 Attached hereto and forming part of this collective agreement is Schedule “A” setting out the classifications and the appropriate rates of pay within the term of collective agreement as follows:

- Retroactive to September 1, 2023, a 2.75% increase to all wage schedules.
- September 1, 2024, a 2.50% increase to all wage schedules.
- September 1, 2025, a 2.25% increase to all wage schedules.
- September 1, 2026, a 2.25% increase to all wage schedules.

Such increases apply to each classification and each pay level.

18.02 An employee required by the Employer to conduct Employer business away from the premises will be reimbursed for direct expenses.

## **ARTICLE 19 – UNION/MANAGEMENT COMMITTEE**

19.01 The purpose of the Union/Management Committee shall be to provide an opportunity for informal discussion between the Union and the Employer on any matter that is of mutual concern to the parties. The committee will establish its own procedures and will take place every 3 months unless mutually cancelled by both parties. The committee shall consist of any equal number of representatives, including the option of inviting the National Representative. Time absent from work to attend meetings shall be paid for by the Employer.

## **ARTICLE 20 – SAFETY COMMITTEE**

20.01 The parties agree to the creation of a safety committee to function in accordance with the requirements of the Occupation Health and Safety Act.

20.02 Two representatives of the joint Health and Safety Committee, one from management and one from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives who are at work shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives who are at work must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all activities shall be considered as time worked.

20.03 Terms of Reference

The terms of reference for the Health and Safety Committees will include the following, as they apply to the area covered by each Health and Safety Committee.

Identify, evaluate and make recommendations regarding all matters pertaining to health and safety in the workplace covered by the Health and Safety Committee.


Inspect the workplace, as required by the Occupational Health and Safety Act (Ontario), on the basis of one (1) day every two (2) months in each area. Recommend to the Employer and the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health and safety of workers. Obtain information from the Employer respecting the identification of potential and existing hazards of materials processes or equipment and information respecting health and safety experience, and work practices and standards in similar or other industries of which the employer has knowledge. Review of new work procedures and amendments to existing work procedures. This includes discussion at the commencement of the development of new work procedures. Committee members will receive the certification training as per OHS (Ontario) at the Employer's expense.

**ARTICLE 21 – DURATION**

21.01 This Collective Agreement shall become effective September 1, 2023 and shall expire on August 31, 2027. Between July 1, 2027 and August 31, 2027 either party may give notice to the other of its desire to bargain for a new Collective Agreement and negotiations will commence.

IN WITNESS WHEREOF, the parties have signed this Agreement at Toronto, Ontario on  
this 18<sup>th</sup> day of September, 2023.

For the Union



Molly Green

Robin Gibben

For the Employer

Tammy Walker

P. Landani

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**SCHEDULE "A"**

Effective Retro to September 1, 2023 – 2.75% to all wage schedules

	Start	6 MOS	1 YEAR	Hours	Grade
	Hourly Rate	Hourly Rate	Hourly Rate		
Laundry Cleaner (Light Duty) Light Duty Cleaner Locker Room Attendant Service Area Cleaner	\$19.01	\$19.77	\$20.62	40	U1
Service Desk Attendant	\$20.75	\$21.50	\$22.34	40	U2
Laundry Cleaner (Heavy Duty) Porter Cleaner	\$20.13	\$20.94	\$22.15	40	U3
Switchboard Operator/Clerk Receptionist	\$20.83	\$21.68	\$22.80	40	U4
Heavy Duty Cleaner (Night)	\$20.83	\$21.68	\$22.80	40	U5
Lead Hand (Project Cleaners)	\$23.09	\$23.67	\$24.99	40	U6
Maintenance Helper	\$24.05	\$24.82	\$26.12	40	U7
Maintenance	\$28.63	\$29.39	\$30.74	40	U8

**SCHEDULE "A"**

Effective September 1, 2024 – 2.50% to all wage schedules

	Start	6 MOS	1 YEAR	Hours	Grade
	Hourly Rate	Hourly Rate	Hourly Rate		
Laundry Cleaner (Light Duty) Light Duty Cleaner Locker Room Attendant Service Area Cleaner	\$19.48	\$20.26	\$21.14	40	U1
Service Desk Attendant	\$21.26	\$22.03	\$22.90	40	U2
Laundry Cleaner (Heavy Duty) Porter Cleaner	\$20.63	\$21.46	\$22.71	40	U3
Switchboard Operator/Clerk Receptionist	\$21.35	\$22.22	\$23.37	40	U4
Heavy Duty Cleaner (Night)	\$21.35	\$22.22	\$23.37	40	U5
Lead Hand (Project Cleaners)	\$23.67	\$24.27	\$25.61	40	U6
Maintenance Helper	\$24.66	\$25.45	\$26.77	40	U7
Maintenance	\$29.34	\$30.12	\$31.51	40	U8

**SCHEDULE "A"**

Effective September 1, 2025 – 2.25% to all wage schedules

	Start	6 MOS	1 YEAR	Hours	Grade
	Hourly Rate	Hourly Rate	Hourly Rate		
Laundry Cleaner (Light Duty) Light Duty Cleaner Locker Room Attendant Service Area Cleaner	\$19.92	\$20.72	\$21.61	40	U1
Service Desk Attendant	\$21.74	\$22.53	\$23.41	40	U2
Laundry Cleaner (Heavy Duty) Porter Cleaner	\$21.10	\$21.95	\$23.22	40	U3
Switchboard Operator/Clerk Receptionist	\$21.83	\$22.72	\$23.90	40	U4
Heavy Duty Cleaner (Night)	\$21.83	\$22.72	\$23.90	40	U5
Lead Hand (Project Cleaners)	\$24.20	\$24.81	\$26.19	40	U6
Maintenance Helper	\$25.21	\$26.02	\$27.37	40	U7
Maintenance	\$30.00	\$30.80	\$32.22	40	U8

**SCHEDULE "A"**

Effective September 1, 2026 – 2.25% to all wage schedules

	Start	6 MOS	1 YEAR	Hours	Grade
	Hourly Rate	Hourly Rate	Hourly Rate		
Laundry Cleaner (Light Duty) Light Duty Cleaner Locker Room Attendant Service Area Cleaner	\$20.37	\$21.19	\$22.10	40	U1
Service Desk Attendant	\$22.23	\$23.04	\$23.94	40	U2
Laundry Cleaner (Heavy Duty) Porter Cleaner	\$21.57	\$22.44	\$23.74	40	U3
Switchboard Operator/Clerk Receptionist	\$22.32	\$23.23	\$24.43	40	U4
Heavy Duty Cleaner (Night)	\$22.32	\$23.23	\$24.43	40	U5
Lead Hand (Project Cleaners)	\$24.74	\$25.37	\$26.78	40	U6
Maintenance Helper	\$25.78	\$26.60	\$27.99	40	U7
Maintenance	\$30.68	\$31.49	\$32.95	40	U8

**LETTER OF UNDERSTANDING #1**

Between

Metro Central Branch  
YMCA OF GREATER TORONTO (YMCA)  
(Hereinafter called "the Employer")

AND

Canadian Union Public Employees, Local 2333  
(Hereinafter called "the Union")

The Employer shall offer a Retirement Gratuity to eligible employees who elect to retire from the Employer between September 1, 2023 and September 30, 2024. The Retirement Gratuity shall be paid in the amount of \$25,000.00 as a lump sum payment and less statutory deductions.

To be eligible, an employee must meet the following specific requirements:

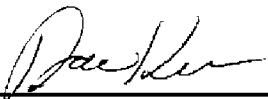
- (a) 55 years of age
- (b) Minimum of ten (10) years of continuous service with the Employer
- (c) Written confirmation of intention to retire provided to Human Resources prior to March 31, 2024.

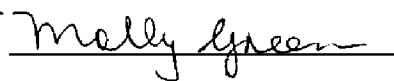
Any Employee who has elected to retire will not be eligible for re-hire.

Should the Employer fill vacancies as a result from retirements under the letter of understanding, the Employer will follow all posting guidelines outlined in Section 10.04 of the Collective Agreement.

Agreed this 5<sup>th</sup> day of July, 2023.

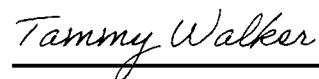
For the Union

  
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For the Employer

  
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**LETTER OF UNDERSTANDING #2**

Between

Metro Central Branch  
YMCA OF GREATER TORONTO (YMCA)  
(Hereinafter called "the Employer")

And

Canadian Union of Public Employees, Local 2333  
(Hereinafter called "the Union")

**PENSION AND HEALTH CARE COMMITTEE**

The parties agree to create a committee made up of three members (3) representing CUPE Local 2333 and three members representing the YMCA Metro Branch. The parties recognize with the rising cost of Extended Health Care and the commitment of the Parties to providing a competitive benefit package the need to continually review these benefits and provide information to the members.


The parties agree that the following guidelines will be used by a Labour Management Committee in circumstances surrounding the benefits as described in Article 16-Insurance and shall include discussions and presentations concerning Pensions.

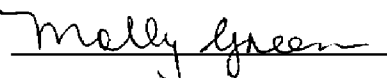
The parties agree set an initial meeting no later than ninety (90) days after ratification of the agreement.

The parties further recognize that these discussions are without prejudice and any recommendations made by the committee are not binding upon the parties.

Agreed this 18<sup>th</sup> day of September, 2023.

For the Union

  
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For the Employer

  
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**LETTER OF UNDERSTANDING #3**

Between

Metro Central Branch  
YMCA OF GREATER TORONTO (YMCA)  
(Hereinafter called "the Employer")

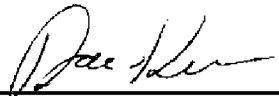
And

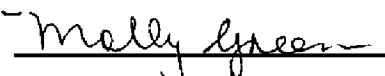
Canadian Union of Public Employees, Local 2333

Within one hundred and 20 days (120) of the ratification of this Collective Agreement the parties will form a Joint Job Evaluation Committee consisting of two (2) representatives each for both the Employer and the Local. This committee shall have mutually developed the terms of reference. The terms of reference shall include a process which addresses any dispute concerning the classification of a position and placement on the wage grid. Either party may have the assistance of a consultant or CUPE National Representative.

Agreed this 18<sup>th</sup> day of September, 2023.

For the Union

  
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For the Employer

  
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**AGREEMENT BETWEEN**

Metro Central Branch  
YMCA OF GREATER TORONTO (YMCA)  
(Hereinafter called "the Employer")

And

Canadian Union of Public Employees, Local 2333  
(Hereinafter called "the Union")

This wage document forms part of the MOS dated July 5, 2023 for a renewal of the Collective Agreement effective from September 1, 2023 to August 31, 2027.

WAGE INCREASES AS FOLLOWS:

Sept 1, 2023 = 2.75%

Sept 1, 2024 = 2.50%


Sept 1, 2025 = 2.25%

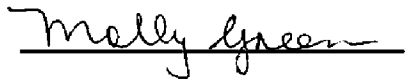
Sept 1, 2026 = 2.25%

For a total of 9.75% in increases during the life of this Agreement which expires on August 31, 2027.

Agreed this 6<sup>th</sup> day of July, 2023.

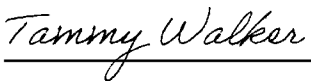
For the Union

  
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For the Employer

  
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