

COLLECTIVE AGREEMENT

BETWEEN

YMCA OF GREATER TORONTO



IN THE

TORONTO SCARBOROUGH TOWN CENTRE COURT

(HEREINAFTER REFERRED TO AS "THE EMPLOYER")

AND

CUPE / *Canadian Union
of Public Employees*

AND ITS

LOCAL 2333.01

(HEREINAFTER REFERRED TO AS "THE UNION")

EXPIRY: AUGUST 20, 2024

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ARTICLE 1 – RECOGNITION

- 1.01 The Employer recognizes the Canadian Union of Public Employees (CUPE) as the bargaining agent for all Child, Youth and Family Program staff, Aquatics staff, Membership, Sales and Service and Membership Plus staff, Conditioning Room/IC Staff, Recreation Centre staff, Adult Program staff, Group Fitness staff, and Facilities staff (Maintenance, Light Duty and Laundry) employed in the Health and Fitness Centre by the YMCA of Greater Toronto in the Toronto Scarborough Town Centre Ct. YMCA Centre in the City of Toronto, save and except supervisors, managers, persons above the rank of supervisors and managers, daycare staff, night cleaning staff, employment Centre staff, camps staff and those employed in a confidential capacity in matters related to labour relations.
- 1.02 No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives that may conflict with the terms of this collective agreement.
- 1.03 The use of volunteers and employees who are not members of the bargaining unit shall not result in the loss of employment of any bargaining unit member.

ARTICLE 2 – DEFINITIONS

- 2.01 The word "Employee", when used in this Agreement, refers only to Employees within the bargaining unit unless otherwise stated.
- 2.02 A "Full-Time" employee is an employee who regularly works forty (40) hours per week inclusive of a half hour (1/2) unpaid meal break.
- 2.03 A "Part-Time" employee is an employee who regularly works less than forty (40) hours per week but not more than thirty-five (35).
- 2.04 A "Casual" position includes group fitness, specialty and personal instructors but does not include instructors for group swim lessons or children's sports and games.

- 2.05 For the purpose of this Collective Agreement it is understood that any reference to “day” or “working days” shall exclude Saturdays, Sundays, and paid holidays.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 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 Toronto Scarborough Town Centre Ct. YMCA Centre 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.
- 3.02 The Employer will not exercise these rights in a manner inconsistent with the provisions of this collective agreement.

ARTICLE 4 – MAINTAINING AN ENVIRONMENT OF RESPECT

No Discrimination

- 4.01 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 wage rates, training, up-grading, 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, gender identity, sexual orientation, immune status, marital status, family status, record of offences, disability or by reason of membership or non-membership in the Union, and other rights afforded them by legislation.
- 4.02 No employee shall be required to perform duties of a personal nature not connected with the approved operations of the Employer.

No Harassment, Solicitation or Reprisals

- 4.03 The Union and the Employer recognize the right of employees to work in an environment that is free from harassment, whether intentional or unintentional, contrary to the Ontario Human Rights Code, as amended. Both parties also recognize the right of employees to be free from reprisal for exercising their rights under this Article.
- 4.04 Harassment means a course of vexatious conduct or comment towards a person based on a prohibited ground of discrimination, which is known or ought reasonably to be known to be unwelcome. Sexual solicitation is a sexual advance made by a person in a position to grant or deny a benefit or advancement to a person where the advance is known or ought reasonably to be known to be unwelcome or a reprisal or threat of reprisal for the rejection of a sexual advance where the reprisal or threat of reprisal is made by a person in a position to confer, grant or deny a benefit or advance to that person. Reprisal means penalizing or threatening to penalize an employee who has attempted to enforce their rights under this Article and/or the Ontario Human Rights Code, as amended, including participating in a workplace investigation.

4.05 Harassment may take many different forms including:

- Jokes that have the purpose or effect of stereotyping or demeaning;
- Derogatory comments such as racial slurs, visual messages that are degrading;
- Threatening or intimidating behaviour;
- Demanding hugs; making unnecessary physical contact including unwanted touching;
- Showing or sending pornography, sexual pictures or cartoons, sexually explicit graffiti or other sexual images;
- Making sexual comments or jokes; spreading sexual rumors; making comments or treating someone badly because they do not conform to sex-role stereotypes;
- Asking questions or talking about sexual activities.

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

4.07 Neither of the parties shall tolerate or participate in any discrimination or harassment in the workplace or engage in any form of reprisal.

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

Confidentiality

- 4.09 The Employer and the Union agree to make every reasonable effort to ensure that the identity of all parties, the facts and substance of a complaint and all correspondence and meetings related to a complaint shall be kept strictly confidential to the parties directly involved in the investigation and processing of a complaint and shall not be disclosed save and except to facilitate an investigation of the complaint or to remediate a complaint. The Employer and the Union agree that this shall not preclude them from disclosing information and/or documents to their legal advisors or in grievance and legal proceedings or as required by law.

ARTICLE 5 – WORKPLACE DIVERSITY AND INCLUSION

- 5.01 The parties reaffirm their commitment to diversity and social inclusion. The parties regard the diversity of people and communities as assets and recognize their contribution to the social, political and cultural enrichment of our respective organizations.

ARTICLE 6 – STRIKES AND LOCK-OUTS

- 6.01 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 7 – UNION SECURITY

- 7.01 The Employer shall deduct from the wages of all employees an amount equal to the regular union dues prescribed by the Union. Deductions shall be made in each pay period and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 20th day of that month and be accompanied by the names, regular wages and deductions from each employee.

A list of the names, phone numbers, mailing and email addresses, of the employees from whose wages deductions have been made will be provided to the Local 2333 Secretary-Treasurer on a quarterly basis.

- 7.02 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- 7.03 A CUPE Local 2333 Representative shall be allowed fifteen (15) minutes to meet with a new employee at such time as is mutually agreed-upon by the Representative, the employee and their respective supervisors. It is the responsibility of the Representative to ensure that permissions from the supervisors have been obtained. The Union shall advise as to who will attend on its behalf. Only one Representative will be permitted to attend. The Employer shall notify the Local Unit Chair of all new Hires including the name, position and date of hire. Such notification shall be provided within one week of the hiring.
- 7.04 Union dues deducted from the pay of each employee will be shown on the employee's T-4 slip.

ARTICLE 8 – REPRESENTATION

- 8.01 The Union and the employer shall have the right to appoint or otherwise select an equal number of representatives to their negotiating committees. Each committee shall be comprised of not more than three (3) members plus the CUPE National Representative and the Employers legal counsel or advisor. 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 up to conciliation.
- 8.02 The Union shall further have the right to appoint or otherwise select up to four (4) stewards to assist employees in investigation and disciplinary meetings and when presenting grievances to the Employer. Three (3) of these stewards meeting together shall form a grievance committee. The Union shall appoint one steward to assist an employee in investigation and disciplinary meetings.

Time absent from work while meeting with the employer on part of the stewards under the circumstances above will be paid by the Employer.

- 8.03 Nothing in this collective agreement shall be deemed to prevent an employee from acting in the dual capacity of a steward and committee member.
- 8.04 The Union acknowledges that stewards have regular duties to perform on behalf of the Employer.
- (a) In a situation, which requires a steward's attention during working hours to deal with a grievance, the steward shall not leave regular duties without first obtaining permission to do so from the immediate supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not therefore be unreasonably withheld.
 - (b) Stewards shall return to their regular duties as expeditiously as possible when resuming their duties, they shall report to their immediate supervisor and give any reasonable explanation which may be requested with respect to their absence.
 - (c) If a Steward is required to speak with another employee during working hours regarding Union business, it is the responsibility of the Steward to have their immediate supervisor obtain permission to do so from the employee's immediate supervisor.
- 8.05 At the request of either party, the parties shall hold a meeting at a time mutually agreeable.
- 8.06 The Union shall notify the Employer in writing of the names of the Stewards and committee members. The Employer shall not be required to recognize any such appointees until such notification from the Union has been received.
- 8.07 It is clearly understood that Steward's and committee members shall not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or with other Union business.

- 8.08 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 negotiating with the Employer. Such representatives shall have the 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 9 – GRIEVANCE AND ARBITRATION

9.01 Step No. 1

If an employee has a complaint they wish to bring to the attention of the Employer, they will first take the matter up with their immediate supervisor. The employee may do this alone or they may request their steward to accompany them.

9.02 Step No. 2

If the reply of the supervisor is not satisfactory to the employee concerned, the complaint will be stated in writing as a grievance within five (5) days after the supervisor's reply and will be forwarded by their steward to the General Manager. Within a further five (5) days the General Manager and/or such other persons as may be designated by the Employer shall 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.

- 9.03 If the procedure outlined 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 9 herein are exclusive of Saturday, Sunday and Statutory holidays.

- 9.04 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 collective 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.
- 9.05 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.
- 9.06 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 including the cost of the place of hearing.
- 9.07 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.
- 9.08 No matter may be submitted to arbitration that has not been properly carried through all steps in the grievance procedure.
- 9.09 Any of the time limits provided may be extended by mutual agreement of the parties.

- 9.10 The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 10 – SUSPENSION AND DISCHARGE

- 10.01 A grievance concerning the suspension or discharge of an employee shall be taken up at Step No. 2 of the grievance procedure. The time limits referred to in Article 9 shall still apply.
- 10.02 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 herein are exclusive of Saturday, Sunday, and statutory holidays.

ARTICLE 11 – SENIORITY

- 11.01
- (a) Seniority is defined for all Employees as the Employee's accumulated hours of work from the date of last hire with the YMCA of Greater Toronto in the Toronto Scarborough Town Centre Ct. YMCA Centre.
 - (b) All newly hired employees must provide the Employer with a satisfactory CPIC records check before their first day worked. In addition, all newly hired employees must provide the Employer with a satisfactory local/vulnerable police record check within the first four (4) months of their hire. A full-time employee will be on probation until they have submitted the requisite local/vulnerable police record check and have been employed by the Employer for six (6) continuous months. A part-time employee will be on probation until they have submitted the requisite local/vulnerable police record check and have been employed by the Employer for twelve (12) continuous months.

- (c) The Employer shall, at the time of hiring, provide all new employees with a letter stating:
 - a. starting wage
 - b. starting classification(s) according to Schedule "A" of this agreement
 - c. current job profile(s) specifying qualifications

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

Seniority lists

11.02

- (a) The Employer shall maintain a seniority list showing the current classification(s) and hours of work of each Employee. Where two or more employees commence work on the same day, preference shall be in accordance with the date of the application. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board in January and July of each year.
- (b) The Union will have ten (10) days from the date the annual seniority list is posted to bring any concerns or changes to the attention of the Employer in writing after which the seniority list will be deemed to be correct. An Employee who is absent from work on an approved leave of absence for the entire period of the posting will not be prejudiced by the incorrect list provided they notify the Union and HR of any errors in writing within five (5) days of their return to work.

Layoff & Recall

11.03

- (a) In the event that a position is eliminated, the Employer shall issue a notice of layoff and the affected employee shall be allowed to displace a more junior employee, provided that the senior employee has the experience, qualifications, skills, and ability to perform the work; however, neither bumping up nor bumping into or out of a casual position shall be permitted. A casual position includes: group fitness, specialty and personal instructors but does not include instructors for group swim lessons or children's sports and games. Once a notice of layoff has been issued, the Employer shall meet with the affected employee and their Union Representative within three (3) days of the issuance of the notice to review the seniority list and job profile and determine what position(s) the employee is able to bump into and the employee shall notify the Employer of their intention to bump, if any, no later than five (5) days from the issuance of the notice. An employee who is bumped and intends to bump a more junior employee shall adhere to the same time lines and other requirements as set out herein.
- (b) In the case of a recall following lay-off, the most senior employee will be recalled provided the employee has the experience, qualifications, skills and ability to perform the work.
- (c) Promotions and demotions shall be filled on the basis of seniority, providing that, the senior employee has the experience, qualifications, skills and ability to perform the work.
- (d) The Employer will notify the Union at least forty-eight (48) hours prior to an employee being given notice of the elimination of their position and shall notify the Union when there are recalls and of the filling of promotional vacancies of employees within the bargaining unit.

Job Postings

11.04

- (a) When the Employer decides to fill a new job or a vacancy, the Employer will post such new job or vacancy for a period of ten (10) working days and shall complete all internal interviews before new employees are hired in order to allow employees with seniority to apply. Such job posting shall contain the job title, status, rate of pay and job profile. It is agreed that a successful internal applicant for the job will not be permitted to re-apply for a period of four (4) months and will be on trial for a period of four (4) months. The time limits may be reduced or extended provided the Employer and the Union mutually agrees. If such successful internal applicant proves unsatisfactory in the position or if the successful applicant finds the position is not satisfactory during the aforementioned trial period, they shall be returned to their former position without loss of seniority, at their former wage rate.

If such successful internal applicant finds the position to be unsatisfactory during the first 4 weeks in the new position, they may elect to be returned to their former position without loss of seniority, at their former wage rate, unless the former position has been eliminated.

- (b) All internal applicants who meet the criteria as set out in the job profile shall be interviewed prior to external candidates. All internal applicants who are granted interviews but not offered the position shall be notified.
- (c) The Local shall be notified of the elimination of a vacant full-time position.
- (d) When it is known that a position will be temporarily vacant for a period greater than twelve (12) months, the absence will be posted as a temporary position.

11.05 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) oversteps a leave of absence granted by the Employer without obtaining permission or giving an explanation satisfactory to the Employer
- (d) fails to report for work more than five (5) shifts without an explanation satisfactory to the Employer
- (e) is laid off for a period in excess 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 their current email and mailing address.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

- 12.01 A Full-time employee required by the Employer to work in excess of forty-four (44) hours in a work week shall be given time off in lieu at the rate of time and one-half (1.5) for such excess hours. A Part-time employee required by the Employer to work in excess of forty-four (44) hours in a work week shall be paid at the rate of time and one-half (1.5) their regular hourly rate for such excess hours.
- 12.02 The days of work for an employee, including starting and quitting time each day, will be determined by the employer in accordance with posted schedules.
- 12.03 The Employer will endeavor to post work schedules at least four (4) weeks in advance. The posting of work schedules shall not prohibit the Employer an efficient workforce. If a schedule is changed by the Employer with less than twenty-four hours' notice, an employee who is required to work with less than the required twenty-four hours' notice shall be paid at the rate of time and one-half for the first full shift of the revised schedule. Such notice is not required with respect to absence of staff due to sickness or accident or in the event of an emergency.

- 12.04 Employees are not permitted to add a break period to their lunch or subtract time not taken from the beginning or end of their shift.
- (a) An Employee who is scheduled to work seven and one half (7.5) hour shift shall be permitted two fifteen (15) minute paid rest periods that will only be precluded due to workload demands. In such instance every attempt will be made to accommodate the breaks.
 - (b) An Employee who is scheduled to work at least four (4) hours but less than seven and one half (7.5) hours shall be permitted a fifteen (15) minute paid rest period, and a thirty (30) minute unpaid meal after the fifth (5th) hour of work, to be scheduled at a time determined by the employee's supervisor.
- 12.05 Employees must be prepared for work in their prescribed YMCA uniforms. An employee shall obtain permission from their supervisor or, if not on duty the Acting General Manager, before leaving work prior to the end of their shift.
- 12.06 An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at their regular rate of pay.
- 12.07 In the event there is an overpayment to a member the Employee shall be notified by the Employer the amount owed and when the error occurred. After such notification, the parties involved will meet to discuss the error. If a repayment plan is necessary, the Employer shall confirm the amount of the overpayment in writing to the Employee.
- 12.08 If an Employee is short on a pay period by eight (8) hours or more they shall notify their supervisor in order to receive a wire transfer for the outstanding amount within five (5) working days of the error being confirmed by the Employer.

ARTICLE 13 – SCHEDULING EXTRA HOURS

- 13.01 When a vacancy arises, or a shift becomes available due to a planned absence, such hours of work shall first be offered to qualified part-time employees in the applicable department on a rotating basis, starting with the most senior qualified part-time employee who has identified themselves on the supply list to work extra hours when available.
- 13.02 An employee wishing to be on the supply list must ensure that the Employer has their current contact information. If an employee does not answer the Employer's call, the Employer will contact the next person on the supply list, and so on.
- 13.03 For the purpose of this Article, the Employer shall post a seniority-based supply list on a quarterly basis and new hires wishing to be added to the supply list shall be listed according to hire date. A copy of such posting shall be provided electronically to the Unit Chair.
- 13.04 No shift changes are permitted unless approval has been granted in writing by an employee's supervisor or the AGM at least twenty-four hours prior to the start of the employee's shift. Shift changes shall not attract premium pay.
- 13.05 In order to be permitted to work, an employee must provide the Employer with proof of re-certifications no later than one month prior to the expiration of an employee's last certifications.

Part-Time & Casual Seniority

- 13.06 Seniority for part-time and casual employees shall accumulate based on hours paid (1800 hours = 1 year). A part-time or casual employee cannot accrue more than 1800 hours of seniority in any twelve (12) month period.
- 13.07 Part-time and casual employees transferring to full-time shall carry their seniority based on hours paid but such seniority shall be expressed as a calendar date as herein provided, using the formula that 1800 hours = one (1) year.

ARTICLE 14 – HOLIDAYS

14.01 The following days will be recognized as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Dominion Day/Canada Day	

- If a full-time Employee is required to work the August Civic Holiday, which is not a Public (Statutory) Holiday, the Employer shall provide them with time off in lieu on a date approved in advance by the Employer and agreeable to the employee.
- 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.

14.02 Full-time employees who are required to work on a Public Holiday will be paid for all hours worked on the Public Holiday at their regular rate of pay and will be provided one and a half (1.5) days in lieu. If a Public Holiday falls on a full-time employee's day off or during a full-time employee's vacation period, the employee shall receive a day off in lieu of the Public Holiday.

14.03 If a Full-time Employee is entitled to time off in lieu as per the Employment Standards Act, it will be provided within sixty (60) calendar days following the Public Holiday at a time determined by the Employer that is agreeable to the Employee.

14.04 Where possible, employees who work Christmas Day will not be required to work on New Year's Day.

14.05 Part-time employees who are required to work on a Public Holiday will be paid at the rate of time and one-half of their regular rate.

14.06 If any of the above-mentioned holidays occur on a part-time or casual employee's regular day off, the employee shall be paid in accordance with the Employment Standards Act.

ARTICLE 15 – VACATION

15.01 Full-time employees may take vacation time accrued to date and upon written approval from their supervisor may take up to ten (10) days of vacation in advance of accruing.

15.02 Full-time employees accrue vacation from their date of hire. Vacation accrued may not be carried into the next calendar year, except in accordance with Article 15.06.

15.03 Authorizing and scheduling vacation is a supervisory responsibility. Employee vacation time must be formally requested in writing.

15.04 The monthly vacation accruals for Full-time employees are as follows:

Years of Service	Accrual Rate per month	Length of service in months	#of days earned/12 months worked
Up to 1 st year Anniversary	.83	0-12 months	10
1 st year Anniversary	1.25	13 to 72 months	15
6 th year Anniversary	1.66	73 to 168 months	20
14 th year Anniversary	2.08	169 to 228 months	25
19 th year Anniversary	2.50	229 months or more	30

15.05 Part-time employees receive a minimum of 4% of their wages, paid on a semi-monthly basis. This percentage increases based on hours worked.

Years of Service	Vacation Percentage	Length of service in months
0-3 Years	4%	0-36 Months
4-6 Years	6%	37-72 Months
7-14 Years	8%	73-168 Months
15+ Years	10%	168 Months or more

In cases where an employee's Employment terminates, and they have been advanced vacation the proportionate payment will be deducted from their final pay.

15.06 Upon written approval from the Senior Vice President or their designate an Employee may request to carryover one week of vacation time to be used in the next vacation period.

15.07 When an individual is hired within the bargaining unit and is currently employed with 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 service as of their last date hired.

ARTICLE 16 – LEAVES OF ABSENCE

16.01 Personal Leave

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 shall have their seniority frozen from the date of the commencement of their leave.

An employee requesting a personal leave of absence must put their request in writing to their supervisor for approval at least one month prior to the proposed commencement of their leave. When it is not possible for an employee to apply at least one-month prior, the Employer shall consider the request including the reasons why the request is untimely. Permission for a personal leave of absence, which shall be in writing, shall not be unreasonably withheld.

16.02 Bereavement Leave

In the case of a death in the immediate family of a full-time employee, the employee shall be granted up to a maximum of three (3) working days leave of absence with pay. "Immediate family" shall mean: parent, spouse, brother, sister, child, mother-in-law, father-in-law, grandparent or grandparent-in-law, or anyone living permanently in the employee's household.

16.03 Juror or Court Witness

Full-Time 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 regular scheduled hours.

16.04 Sick Leave

- (a) Full time employees shall be enrolled in the YMCA's self-insured sick leave plan at the time of their hire and shall accumulate to a maximum of one hundred and thirty (130) sick credits at the rate of one and one half (1.5) days per month during the first two (2) years and two (2) days per month thereafter.
- (b) Upon completion of four (4) months of service, Part time employees shall be entitled to two (2) sick shifts per fiscal year.
- (c) Sick leave credits do not accumulate during maternity, parental, sick or personal leave;
- (d) During time of illness, sick leave benefits are paid based on one hundred (100%) percent of an employee's regular rate;
- (e) Sick leave will not be paid until the employee has completed three (3) months of employment;
- (f) Sick leave shall be available only for cases of genuine illness or injury. An Employee shall notify the employer that they are not available to work due to illness by telephone call as soon as possible prior to the scheduled starting time of their scheduled 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 non-occupational illness or injury for more than five (5) working days;
- (g) An employee who voluntarily quits or is discharged for cause (other than ill health or infirmity) shall forfeit all claims to sick leave.

16.05 Pregnancy/Parental/Adoption Leave

(a) Pregnancy Leave

Employees who have a minimum of three (3) months employment, may take up to seventeen (17) weeks of unpaid pregnancy leave. Employees may begin their leave up to eight (8) weeks prior to the estimated due date or within seventeen (17) weeks of the birth of the child. The employee must actually start their pregnancy leave no later than the birth of the child.

(b) Parental/Adoption Leave

Employees who have a minimum of three (3) months employment, may take up to a maximum of thirty-five (35) weeks parental leave, in a fifty-two (52) week period. If pregnancy leave is not taken, (i.e. other parent, adoptive parent) the employee will be granted thirty-seven (37) weeks unpaid leave in a fifty-two (52) week period.

Parental leave applies to both parents. It is granted in addition to pregnancy leave and may be taken directly following pregnancy leave.

Parental leave must be taken all at one time. Biological step-parents and adoptive parents can decide when to take the leave, but it must be within fifty-two (52) weeks after the baby is born, or when the child first comes into their custody, care, or control.

(c) Employment Insurance & Salary Top Up During Pregnancy, Parental and Adoption Leave for full-time staff

During pregnancy, parental and adoption leave, the Employer will provide supplemental unemployment benefits for full time staff to “top up” the amount that they are receiving from EI during their leave. In order to be eligible the employee must be a full time staff and have been employed for a minimum of two (2) years of consecutive full time service by the Employer prior to the commencement of the pregnancy/parental/adoption leave and be eligible for EI benefits. The YMCA will top up their EI benefits for a total of twenty-six (26) weeks, based on their pre-leave regular earnings: the first two weeks will be at one hundred (100%) percent of their regular rate for the EI waiting period, and the remaining twenty-four (24) weeks will be an eighty (80%) percent top up of their regular rate.

16.06 Adoption Benefit

The YMCA of Greater Toronto will contribute five thousand dollars (\$5,000) towards the cost incurred for adopting a child for full-time staff with a minimum of two (2) years of consecutive full-time service. In order to be eligible, an employee must provide proof of adoption satisfactory to the Employer.

16.07 Paternity Leave

This leave is for full time employees who have more than three (3) months of employment and who are not eligible for pregnancy leave. Such employee may take up to five (5) days paid leave within four (4) weeks of the birth of the child, or of taking the child home.

16.08 Family Responsibility Leave

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.

16.09

(a) Compassionate Care Leave

The employer shall provide an eight (8) week leave of absence to eligible employees. An employee is eligible for up to eight (8) weeks of unpaid leave to provide support or care to a gravely ill person at risk of dying within twenty-six (26) weeks. The eight (8) weeks do not need to be taken consecutively but do need to be taken in entire weeks.

(b) Salary Top Up During Compassionate Care Leave

During compassionate care leave, the YMCA of Greater Toronto will provide supplemental unemployment insurance benefits for full time employees to "top up" the amount that they are receiving from Employment Insurance during their leave. In order to be eligible, an employee must have been employed for a minimum of two (2) years of consecutive full time service at the YMCA of Greater Toronto immediately prior to the commencement of their compassionate care leave and be eligible for Employment Insurance benefits. The YMCA will top up their salary for a total of eight (8) weeks so they receive eighty (80%) percent of their pre-leave regular rate.

16.10 Moving Day

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.

16.11 Workplace Injury Coverage – Full-Time Staff

In the event of a workplace injury, the YMCA shall continue to pay the full cost of an employee's salary and benefits for up to one hundred and thirty days (130). Eligibility for this benefit is determined through adjudication by a third party – adjudicator.

16.12 Workplace Injury Coverage – Part-Time Staff

In the event of a workplace injury, the YMCA shall maintain an Occupational Accident Plan which provides weekly indemnity benefits at eighty-five percent (85%) of gross weekly income up to a maximum of three hundred dollars (\$300) per week until the end of an employee's employment, or for a maximum of twenty-six (26) weeks, whichever occurs first. The plan also covers medical expenses incurred due to the injury. Eligibility for such benefits is determined by the insurer.

16.13 Union Leave

During paid Union leave the employer shall continue to pay the employee's wages, benefits, and entitlements for all hours the employee would have otherwise been scheduled to work. The employer shall invoice CUPE L2333 for all costs related to such union leave and the union agrees to provide payment within a reasonable time frame.

ARTICLE 17 – BULLETIN BOARDS

17.01 The Employer will make available one (1) bulletin board in the mailroom 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 18 – BENEFITS

Benefits Full-Time Staff

18.01 Extended Health Care

Provides coverage for the employee and their family (spouse/partner and dependent children under 25 attending school full time) as outlined in the benefit booklet as follows: prescription drug, health services, paramedical services, private duty nursing, travel coverage and vision care. The cost of the premium is shared by the employee and the YMCA – seventy-five percent (75%) of the total premium is paid by the YMCA, and twenty-five percent (25%) is paid by the employee.

18.02 Dental Plan

Provides coverage for the employee and their family (spouse/partner and dependent children under 25 attending school full time) as outlined in the benefit booklet. Premiums for dental coverage are paid one-hundred percent (100%) by the YMCA.

18.03 Extended Health & Dental Coverage may be waived if the employee has comparable coverage upon completion of a waiver form. Otherwise Extended Health & Dental coverage are mandatory benefits.

18.04 Life Insurance

The Life Insurance benefit is two (2) times the employee's salary to a maximum of \$250,000.00. The YMCA and eligible employees equally share the cost of life insurance premium. This benefit covers employees and is not available for dependents. For staff over 65, the Life Insurance benefits is one (1) times the employee's salary to the maximum of \$250,000.00.

18.05 Accidental Death and Dismemberment (ADD)

Accidental Death and Dismemberment benefit is paid to eligible full time employees or their beneficiary for loss of life or injury due to an accident. The YMCA and eligible employees equally share the cost. This benefit covers employees and is not available for dependents. For staff over 65, the Life Insurance benefits is one (1) times the employee's salary to the maximum of \$250,000.00.

18.06 Long Term Disability (LTD)

Long Term Disability provides disability benefits inclusive of C.P.P 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 65.

18.07 Life Insurance, Accidental Death & Dismemberment, and Long Term Disability are mandatory benefits of employment for regular employees. Regular staff will automatically be enrolled in these benefits as of their third month of regular service.

18.08 Employee Assistance Program

The YMCA shall provide full-time employees confidential EAP program at the Employer's expense.

18.09 Advica Heath

This program is designed to help full-time staff proactively manage their health. The program includes access to a medical concierge service and a medical advisory board, second opinions for health conditions, prevention and educational resources, and a personal on-line wellness profile and is provided at Employer's expense.

Benefits Part Time Staff

18.10 Extended Health Care

Provides coverage for the employee and their family (spouse/partner and dependents children up to age 21, and between ages 21-25 if attending school full time). Coverage is outlined in the benefits booklets as follows: prescription drugs with a co-payment of forty percent (40%); health services; paramedical services; travel coverage and semi-private hospital coverage.

18.11 Dental

Provides coverage for the employee and their family (spouse/partner and dependents children up to age 21, and between ages 21-25 if attending school full time). Coverage is as outlined in the benefits booklet.

18.12 Hourly staff are eligible for benefit coverage if they meet the following criteria:

- Are currently an active staff and have been actively employed with the YMCA of Greater Toronto for one (1) consecutive year;
- Have coverage under the provincial health insurance plan;
- Must work an average of fifteen (15) hours per week over the previous twelve (12)-month period.

18.13 Renewal Process:

(a) Participation in the plan requires 12 months of service and an average of fifteen (15) hours per week on average over the previous 12 months. Initial eligibility is checked monthly.

- Hours will be verified from June to May with an effective date of June 1st
- Hours will be verified from November to October with an effective date of December 1st

(b) Eligibility for employees enrolled in the plan will be verified twice a year.

- (c) If a staff does not meet the hourly requirement, they will receive reasonable notice of withdrawal from the benefits plan.

18.14 YMCA Retirement Fund and Eligibility

- (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 (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 (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 (18%) of annual earnings, up to a dollar maximum designated by CCRA, which is changed on a yearly basis), but these additional contributions will not be matched by the YMCA.
- (e) Part-Time employees who meet the eligibility criteria outlined above will be invited to participate in the plan on an annual basis. Eligibility is determined at the beginning of the calendar year, and eligibility criteria is based on the prior two calendar years.

ARTICLE 19 – GENERAL

- 19.01 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.
- 19.02 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.
- 19.03 The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and duties under it. For this purpose, the Union shall have prepared sufficient copies of the agreement within a reasonable time of its execution and the parties shall share equally in the printing costs.
- 19.04 The Union shall have reasonable access to a meeting room for Union stewards to prepare for meetings with the Employer and for committee meetings, other than negotiation committee meetings.

ARTICLE 20 – TRAINING

- 20.01 The Employer agrees not to change its current practice with respect to mandatory training for the duration of this collective agreement.
- 20.02 An employee required by the Employer to conduct Employer business away from the premises will be reimbursed for direct expenses as per the Employer expense policy.

ARTICLE 21 – WAGES

General wage increase to base annual and hourly wages, for all employees employed on the date of ratification and for retirees employed on August 21, 2020 as follows:

Retroactive to August 21, 2020

August 21, 2020 = 1%

August 21, 2021 = 1%

August 21, 2022 = 1%

Bargaining unit members actively employed on December 31, 2022, will receive an additional 2.5% increase to base annual and hourly wages on August 21, 2023.

August 21, 2023 = 2.5%

ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

22.01 The parties agree to the creation of an Occupational Health and Safety committee to function in accordance with the requirements of the Occupational Health and Safety Act.

22.02 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 them on their inspections. Scheduled time spent in all activities shall be considered as time worked.

22.03 Terms of Reference

The terms of reference for the Health and Safety Committee 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 OHSA (Ontario) at the Employer's expense.

ARTICLE 23 – DURATION

23.01 This agreement shall commence on the 21st day of August 2020 and shall continue in effect until the end of the 20th day of August 2024 and shall renew automatically from year to year unless either party provides notice of intent to bargain to the other party not more than ninety (90) days, and not less than sixty (60) days, prior to the expiration date.

Agreed this 16th day of December, 2022.

For the Employer

Tammy Walker

Tammy Macdonald

For the Union







Robin Silken

THE YMCA OF GREATER TORONTO IN THE TORONTO
SCARBOROUGH TOWN CENTRE COURT AND CUPE LOCAL 2333.01
COLLECTIVE AGREEMENT EXPIRING AUGUST 20, 2024

WAGE GRIDS

Full-Time

Job Title	Level	Wage Range 2019	2020 (1%)	2021 (1%)	2022 (1%)	2023 (1.75%)	2023 Proposed New Rate	Percentage Increase Wage Grid
Cleaner	SU1	\$27,300.00	\$27,573.00	\$27,848.73	\$28,127.22	\$28,619.44	\$32,175.00	14.39%
Membership Sales Representative	SU2	\$30,624.50	\$30,930.75	\$31,240.05	\$31,552.45	\$32,104.62	\$32,819.00	4.01%
HF Health Educator Aquatics	SU3	\$31,785.00	\$32,102.85	\$32,423.88	\$32,748.12	\$33,321.21	\$33,400	1.99%
HF Health Educator IC	SU3	\$31,785.00	\$32,102.85	\$32,423.88	\$32,748.12	\$33,321.21	\$33,400	1.99%
HF Health Educator Men's Membership Plus	SU3	\$31,785.00	32102.85	32423.8785	32748.1173	33321.2093	\$33,400	1.99%
Maintenance Worker	SU4	\$33,442.50	33776.925	34114.6943	34455.8412	35058.8184	\$37,050.00	7.53%
HF Programs Specialist Aquatics	SU5	\$37,908.00	\$38,287.08	\$38,669.95	\$39,056.65	\$39,740.14	\$43,250.00	6.90%
HF Programs Specialist GF	SU5	\$37,908.00	\$38,287.08	\$38,669.95	\$39,056.65	\$39,740.14	\$41,750.00	6.90%
HF Programs Specialist Youth	SU5	\$37,908.00	\$38,287.08	\$38,669.95	\$39,056.65	\$39,740.14	\$41,750.00	6.90%
Membership Sales and Service Specialist Women's Plus Membership	SU5	\$37,908.00	\$38,287.08	\$38,669.95	\$39,056.65	\$39,740.14	\$41,750.00	6.90%
Membership Sales and Service Specialist Men's Membership Plus	SU5	\$37,908.00	\$38,287.08	\$38,669.95	\$39,056.65	\$39,740.14	\$41,750.00	6.90%
Membership Sales and Service Specialist	SU5	\$37,908.00	\$38,287.08	\$38,669.95	\$39,056.65	\$39,740.14	\$41,750.00	6.90%
Specialist/Volunteer Coordinator	SU5	\$37,908.00	\$38,287.08	\$38,669.95	\$39,056.65	\$39,740.14	\$41,750.00	6.90%
HF Programs Specialist Children	SU5	\$37,908.00	\$38,287.08	\$38,669.95	\$39,056.65	\$39,740.14	\$41,750.00	6.90%

WAGE GRIDS

Part-Time

Title	Level	Wage Rate 2019	2020 (1%)	2021 (1%)	2022 (1%)	2023 (1.75%)	2023 Proposed New Rates	Percentage Increase in 2023 Wage Grid
Team Member Cleaning	1	\$15.00	\$15.15	\$15.30	\$15.45	\$15.72	\$16.50	3.41%
Team Member Child and Youth Programs	1	\$15.00	\$15.15	\$15.30	\$15.45	\$15.72	\$16.00	3.41%
Team Member Child Minding	1	\$15.00	\$15.15	\$15.30	\$15.45	\$15.72	\$16.00	3.41%
Assistant Maintenance Worker	2	\$15.00	\$15.15	\$15.30	\$15.45	\$15.72	\$16.40	5.77%
Program Representative IC, Membership Plus, Women's Plus	2	\$15.00	\$15.15	\$15.30	\$15.45	\$15.72	\$16.40	5.77%
Program Representative Group Fitness	2	\$15.00	\$15.15	\$15.30	\$15.45	\$15.72	\$16.40	5.77%
Program Representative Recreational Programs	2	\$15.00	\$15.15	\$15.30	\$15.45	\$15.72	\$16.40	5.77%
Representative Membership Sales and Service	3	\$15.71	\$15.87	\$16.03	\$16.19	\$16.47	\$16.66	2.84%
Instructor Children and Youth Programs	4	\$15.89	\$16.05	\$16.21	\$16.37	\$16.66	\$17.00	3.70%
Instructor Group Fitness	4	\$15.89	\$16.05	\$16.21	\$16.37	\$16.66	\$17.00	3.70%
Lifeguard	5	\$16.00	\$16.16	\$16.32	\$16.48	\$16.77	\$17.25	4.44%
Team Leader Recreational Programs	6	\$16.85	\$17.02	\$17.19	\$17.36	\$17.66	\$18.10	4.09%
Team Leader Membership Sales	6	\$16.85	\$17.02	\$17.19	\$17.36	\$17.66	\$18.10	4.09%
Instructor Swim Lessons	7	\$17.00	\$17.17	\$17.34	\$17.52	\$17.82	\$18.25	4.03%
Instructor Aquafit	7	\$17.00	\$17.17	\$17.34	\$17.52	\$17.82	\$18.25	4.03%
Instructor/Examiner	7	\$17.00	\$17.17	\$17.34	\$17.52	\$17.82	\$18.25	4.03%
Maintenance Worker	8	\$17.15	\$17.32	\$17.49	\$17.67	\$17.98	\$18.50	4.49%
Team Leader Aquatics	9	\$18.00	\$18.18	\$18.36	\$18.55	\$18.75	\$18.75	1.09%
Specialty Instructor Yoga	10	\$19.00	\$19.19	\$19.38	\$19.58	\$19.92	\$19.95	1.88%
Specialty Instructor Pilates	10	\$19.00	\$19.19	\$19.38	\$19.58	\$19.92	\$19.95	1.88%
Specialty Instructor Martial Arts	10	\$19.00	\$19.19	\$19.38	\$19.58	\$19.92	\$19.95	1.88%
Personal Trainer	10	\$19.00	\$19.19	\$19.38	\$19.58	\$19.92	\$19.95	1.88%

LETTER OF UNDERSTANDING #1

Re: Hours of Work of Full-Time Employees

The following employees posted into full-time positions at less than full time hours and their entitlement to full time benefits is therefore grandfathered for the life of this Collective Agreement:

Jan Flynn

Agreed this 8th day of July, 2022.

For the Employer

Tammy Walker

Tammy Macdonald

For the Union







Abnir Bilen

LETTER OF UNDERSTANDING #2

Re: Joint Job Evaluation Committee

The parties agree to form a Joint Job Evaluation Committee during the life of the Collective Agreement. The purpose of the JJE Committee will be to determine which positions have not been evaluated in the past twelve months and to come to an agreement on the terms of reference for the committee.

Agreed this 8th day of July, 2022.

For the Employer

Tammy Walker

Tammy Macdonald

For the Union







Robin Silberman

LETTER OF UNDERSTANDING #3

Re: Revised Vacation Entitlement Salaried Employees

The following salaried bargaining unit members will have the vacation entitlements amended on the below date in accordance with Article 15.01.

Jan Flynn: Vacation entitlement date would be changed to January 15, 2003 (instead of Dec 2014). Jan will be eligible for a thirty (30) day vacation entitlement as of January 2022. We believe Jan was hired before 2003. Please confirm their years of service.

John Baldassare: Vacation entitlement date would be September 20, 2004 (instead of February 2022). John would be eligible for a thirty (30) day vacation entitlement in May 2022. Under current agreement eligibility would be May 2041. NOTE John was hired in Sept 2004 and should have service to that time.

Agreed this 8th day of July, 2022.

For the Employer

For the Union

Tammy Walker



Tammy Macdonald





Abhin Bilen