

COLLECTIVE AGREEMENT

between

YMCA Academy in the City of Toronto

(YMCA of Greater Toronto)

(Hereinafter referred to as the “Employer”)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 2132

(Hereinafter referred to as the “Union”)

TERM: May 3, 2023, to July 31, 2027

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ARTICLE 1 – PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, and other matters mutually agreed to.
- c) To encourage efficiency in operation.
- d) To promote the morale, well-being and security of all the Employees in the bargaining unit of the Union.
- e) To maintain a high standard of education for the students and promoting their intellectual, physical and emotional development.
- f) Both parties agree to act in a reasonable manner.

ARTICLE 2 – RECOGNITION AND REPRESENTATION

2.01 Bargaining Unit

The Employer recognizes the Union as the bargaining agent for all Employees who are assigned to work at the YMCA Academy in the City of Toronto, save and except supervisors, and persons above the rank of supervisors, cleaners, and those employed in a confidential capacity related to labour relations.

2.02 No Other Agreements

No Employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement. No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

2.03 Work of the Bargaining Unit

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.

2.04 Access to Work Site and Right to Fair Representation

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 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 YMCA Academy in the City of Toronto and, without restricting the generality of the foregoing, to determine all work procedures, programs and activities of the Academy, 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 – DEFINITION OF EMPLOYEE

4.01 Employee

The word “Employee”, when used in this Agreement, refers only to an Employee within the bargaining unit unless otherwise stated.

4.02 Regular Employee (salaried)

- a) A Regular Full-time Employee has successfully completed the probationary period and regularly works thirty-seven and one-half (37.5) hours per week.
- b) A Regular Part-time Employee has successfully completed the probationary period and is regularly scheduled to work a minimum of twenty-two and one-half (22.5) hours but less than thirty-seven and one-half (37.5) hours per week.

4.03 Contract Employee (salaried)

- a) A Contract Full-time Employee has successfully completed the probationary period, fills a temporary vacancy for up to twenty-four (24) months, and regularly works thirty-seven and one-half (37.5) hours per week.
- b) A Contract Part-time Employee has successfully completed the probationary period, fills a temporary vacancy up to twenty-four (24) months, and is regularly

scheduled to work a minimum of twenty-two and one-half (22.5) hours but less than thirty-seven and one-half (37.5) hours per week.

Where a contract Employee is filling a vacancy created through a leave of absence, the contract Employee may work up to the conclusion of the leave. If that exceeds twenty-four (24) months, the Employer will notify the Union.

4.04 Hourly Employees

- a) **A Regular Hourly Employee** has successfully completed the probationary period and is employed on an indefinite basis. Hours and scheduling are not guaranteed and are based on operational needs. This may include supply Teachers.
- b) **A Contract Hourly Employee** has successfully completed the probationary period and is employed for a period of twenty-four (24) months. Hours and scheduling are not guaranteed and are based on operational needs. This may include supply Teachers.

4.05 Teachers (College of Teachers)

Teachers for the purposes of this Agreement refer to bargaining unit members who are in good standing with the Ontario College of Teachers and are assigned to a teaching role such as Academic Teacher and coordinators. Exceptions can be made on a case-by-case basis in consultation with the Union.

4.06 Non-Teaching Employees

Non-teaching Employees refers to bargaining unit members who are assigned a non-teaching role including Counsellors, Educational Assistants, Administrative Liaisons, other professionals, and paraprofessionals.

4.07 Active Work

For the purposes of this Agreement “active work” means being at work, including pre-approved remote work, and performing the duties and responsibilities of the position held, which shall include any Employer approved training.

4.08 Job Descriptions

The Employer agrees to develop and maintain job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented to the Union.

ARTICLE 5 – NO HARASSMENT OR DISCRIMINATION

5.01 No Discrimination

The Employer and the Union recognize the dignity and worth of every individual and seek to maintain a climate of mutual respect in the workplace, fostering a work environment that is free from discrimination and harassment. As such, the Employer and the Union are committed to the principles and provisions of the *Ontario Human Rights*

Code and to providing a learning and working environment free from discrimination and harassment because of age, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex (including breastfeeding and pregnancy) gender identity, gender expression, sexual orientation, record of offences, marital status, family status and disability, as defined by the Code. The Employer and the Union support the principle that all people are to be treated with dignity and respect.

5.02

Where the alleged harasser is the person who would normally deal with the Step two (2) of such grievances, the grievance will automatically be sent forward to the next step.

5.03 Confidentiality

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.

5.04 Workplace Diversity, Equity, Inclusion and Belonging

The parties affirm their commitment to diversity, equity, inclusion and belonging to support more equitable outcomes for Employees, with Indigenous communities, and equity-deserving groups across the GTA.

ARTICLE 6 – NO STRIKE OR LOCKOUTS

6.01 No Strikes or Lockouts

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws and Regulations.

ARTICLE 7 – UNION SECURITY AND CHECK-OFF

7.01 Union Security

All persons hired by the Employer will apply to the Union to become members thereof by the pay period immediately following completion of thirty (30) calendar days of employment.

All present Employees who are now members of the Union and those Employees who subsequently become members of the Union will remain members of the Union as a

condition of employment provided that no Employee will be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union nor will any Employee be deprived of employment by reason of the refusal of the Union to admit such Employee to membership in the Union.

7.02 Union Dues Deduction and Remittance

a) Union dues deduction and remittance

The Employer shall deduct from the wages of all Employees an amount equal to the regular union dues, initiation fees and assessment 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 the following month and be accompanied by the names, regular wages, employment status, classification/job title and deductions from each Employee. A list of the names addresses and phone numbers of the Employees from whose wage's deductions have been made will be provided to the National Secretary-Treasurer on a monthly basis with an electronic copy to the Local Union Treasurer along with a list of the names and addresses of Employees terminated during that month.

b) T-4

The Employer will report the yearly number of dues paid by each Employee on the Employee's T-4 or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 in the future.

7.03 Employee Contact Information

The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail. The list will also indicate the employment status (such as permanent or temporary) and if the Employee is on a leave of absence, the nature of the leave. The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Executive on a quarterly basis. It is the responsibility of Employees to notify the Employer of any changes to personal information such as address.

7.04 Union Orientation Sessions

a) New Employees

On commencing employment in a position within the bargaining unit, the Employee's immediate supervisor or another representative of the Employer will introduce the new Employee to their Union Steward or Representative, as designated by the Union. The representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the

structure, benefits, and duties of Union membership. A maximum of sixty (60) minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employee.

b) Notification of new hires

The Union will be notified of the full name, job title/classification and employment status, start date and work location of all Employees hired into the bargaining unit prior to their first day of employment.

ARTICLE 8 – LABOUR MANAGEMENT RELATIONS

8.01 Representation

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

8.02 Union-Management Committee

a) Union-Management Committee

A Union-Management Committee will be established consisting of representatives of the Union and representatives of the Employer. The Committee will enjoy the full support of both parties.

Meetings between the Employer and the Union Committee shall be held at times mutually agreeable to both parties. A National Representative of the Union may be present, if requested by either party. A statement outlining the matters for discussions will be submitted by each party not less than two (2) days prior to the time of the scheduled meeting, except in cases of emergency.

At these meetings the parties will produce and maintain a written record of such meetings in accordance with procedures mutually established by the parties that will be accessible to both parties after the meeting.

b) Chairperson of the Meeting

An Employer and a Union representative will be designated as joint chairpersons and will alternate in presiding over meetings, unless the parties agree otherwise.

c) Jurisdiction of Committee

The Committee will not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee will not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee will have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

8.03 Bargaining Committee

A Bargaining Committee will be appointed or elected and consist of not more than three (3) members of the Employer as representatives of the Employer, and not more than three (3) members of the Union as representatives of the Union. The Union will advise the Employer of the Union nominees to the Committee. All parties will endeavor to conduct Bargaining outside of school hours and/or in such a way that creates minimum disruption. Bargaining, and including conciliation during school hours of operation shall be considered as time worked.

8.04 Union Officers and Committee Members

The Union acknowledges that stewards or union officers have regular duties to perform on behalf of the Employer.

- a) In a situation, which requires a Steward's, or union officer'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) Steward, or Union officer shall return to their regular duties as expeditiously as possible.
- c) If a Steward, or union officer is required to speak with another Employee during working hours regarding Union business, it is the responsibility of the Steward, or union officer to have their immediate supervisor obtain permission to do so from the Employee's immediate supervisor.

ARTICLE 9 – GRIEVANCE PROCEDURES

9.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Committee and/or the Steward may assist any Employee in preparing, processing, and presenting their grievance in accordance with the grievance procedure. A grievance meeting shall not be held without the attendance of a Committee member or Steward.

9.02 Names of Stewards

The Union will notify the Employer in writing of the name of each Steward before the Employer will be required to recognize them.

9.03 Grievance Committee

The Grievance Committee will be composed of two (2) members including the Union Steward directly involved with the grievance.

9.04 Permission to Leave Work

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 Head of School or Designate. 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.
- 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 the Head of School or designate obtain permission to do so from the Employee's immediate supervisor.

9.05 Permission to Leave Work – Grievor

The Grievor will be entitled to leave their work during working hours to attend grievance meetings with the Employer. The Grievor's time spent in grievance meetings will be considered as time worked.

9.06 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

9.07 Settling of Grievance

An earnest effort will be made to settle grievances fairly and promptly in the following manner:

Step No. 1 Discussion Step

The aggrieved Employee or Union Representative shall first discuss and seek to settle the dispute within ten (10) working days of the Employee becoming aware of the circumstances giving rise to the dispute with the Head of School or designate. If the Employee wishes, they may be assisted in the discussion by a Steward or Union Representative. Such discussion is to be held within ten (10) working days after the request for discussion is made. The Head of School or designate shall provide their decision in writing, within ten (10) working days of such discussion.

Step No. 2

If the complaint is not settled at Discussion Step No. 1, within ten (10) working days the aggrieved Employee or Union Representative will submit their grievance in writing to Head of School or designate. The Union Representative and the Steward shall be given the opportunity to discuss the grievance within ten (10) working days of submission of the grievance. The Head of School or designate shall provide their decision in writing, within ten (10) working days of such meeting.

Step No. 3

If not then settled at Step No. 2, the grievance may, within ten (10) working days, be submitted in writing to The Chief Operating Officer, or their designate. The Union Representative and the steward shall be given opportunity to discuss the grievance within ten (10) days of submission of the grievance. The Chief Operating Officer, or their designate shall render a decision, in writing, within ten (10) days of the meeting.

Mediation

By mutual consent, the parties may agree to use the services of a mediator prior to referring the grievance to Arbitration. The parties agree to share the costs of the mediation.

Step No. 4

Failing a satisfactory settlement being reached in Step No. 3, the Union may refer the dispute to arbitration.

9.08 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, without financial remedy (a Policy Grievance), or where a group of Employees or the Union has a grievance, such a grievance shall commence at Step No. 2

9.09 Union May Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an Employee, or group of Employees (a Group Grievance), and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall

commence at Step No. 2. The union shall supply a list of all Employees affected by the Group Grievance at the time of submission of the Grievance.

9.10 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved Employees, without the consent of the Union.

9.11 Grievance on Safety

An Employee, or a group of Employees, who is requested to work under unsafe or unhealthy conditions (including cases of sexual harassment or other forms of discrimination) will have the right to file a grievance in the step No. 2 of the grievance procedure.

9.12 Replies in Writing

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

9.13 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer will make available the temporary use of a private office or similar facility. The Employer will also supply the necessary facilities for the grievance meetings.

9.14 Failure to Act Within Time Limits

If the Griever or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified, they will not be deemed to have prejudiced their position in arbitration.

9.15 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request will be made by either party within thirty (30) working days after the dates of the reply at Step No. 3.

9.16 Definition of Working Days

"Working day" as used in the Grievance and Arbitration procedure will mean a day other than Saturday, Sunday, or a recognized holiday.

ARTICLE 10 – ARBITRATION PROCEDURE

10.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting

the Grievance Procedure may be settled by arbitration. A Notice of Intent to arbitrate will be forwarded to the other party within the time limits set out in Article 9.

The Union's Notice of Intent to Arbitrate shall contain suggested names of persons to act as sole arbitrator. The Employer shall respond within ten (10) with its agreement to one of the Union's suggestions, or an alternate list of persons to act as sole arbitrator.

If the parties are unable to agree on a person to act as sole arbitrator, either party may request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment, in accordance with the provisions of the Labour Relations Act.

10.02 Payment for Arbitration

Each of the parties hereto shall bear jointly and equally the expense of the arbitrator appointed and any cost of the place of hearing of such arbitration, if and when the necessity arises.

10.03 Powers of the Arbitrator

It is agreed and understood that the Arbitrator shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitrator shall have the authority to substitute such other penalty for the discharge or discipline, as the Arbitrator deems just and reasonable in all circumstances.

An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which they deems just and equitable.

10.04 Decision of the Arbitrator

The Arbitrator shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision.

10.05 Time Limits

The time limits mentioned in this Article and in the preceding Article may be extended only by mutual agreement of the parties, in writing.

ARTICLE 11 – DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS

11.01 Just Cause

The Employer shall only discipline or dismiss an Employee for just cause.

11.02 Union Representation

An Employee shall have the right to have their Steward or Union Representative present at any discussion with Head of School or Chief Operating Officer, or their designate which the Employee believes might be the basis of disciplinary or discharge action. Where a Head of School or Chief Operating Officer, or their designate intends to meet an Employee for the purpose of issuing discipline or discharge, the Employer shall so notify the Employee in advance of the purpose of the meeting in order that the Employee may contact their Steward or Union Representative to be present at the meeting.

11.03 Discipline Procedure:

When an Employee is disciplined, the Employee and the Union will be advised promptly in writing by the Employer as to the reason for such discipline. Any grievance resulting from the discipline will be filed at Step No. 3 of the grievance procedure.

11.04 Access to Employee File

Employees will have electronic access to their Employee file. An Employee will have the right to respond in writing to any document contained therein. Such reply will become part of the permanent record. A copy of any disciplinary action, which is placed in the Employee's file, will be given to the Employee and the Union.

ARTICLE 12 – SENIORITY AND PROBATIONARY EMPLOYEES

PROBATION

12.01

Regular Full-time Employees and a Contract Full-time Employees shall be on probation until they have submitted a satisfactory Vulnerable Police Record check and have been actively employed by the Employer for six (6) continuous months.

12.02

Regular Part-time Employees and Contract Part-time Employees shall be on probation until they have submitted a satisfactory Vulnerable Police Record check and have been actively employed by the Employer for twelve (12) continuous months.

12.03

Regular Hourly and Contract Hourly Employees shall be on probation until they have submitted a satisfactory Vulnerable Police Record check and have been employed by the Employer for twenty-four (24) continuous months.

12.04

In the event that Regular Hourly and Contract Hourly Employees are appointed to Regular or Contract Salaried positions, they shall be on probation for an additional three (3) months from the date they commence the Regular or Part-time status.

12.05

The discipline or discharge of a probationary Employee shall not be the subject of a grievance and an arbitrator shall have no jurisdiction with respect to such discipline or discharge, provided the discipline or discharge is not arbitrary, in bad faith or discriminatory.

Seniority

12.06

Seniority as referred to in this Agreement shall mean the length of continuous service at the YMCA Academy. It does not include employment in areas outside of the bargaining unit. Seniority shall be based on date of hire for all Regular and Contract Employees.

12.07

Employment is deemed continuous, and seniority shall accumulate for Regular and Contract Employees on Sick Leave, Bereavement Leave, Pregnancy, Parental, Jury Duty, any other approved Leave of Absence covered by the *Employment Standards Act, 2000*, as amended, or for union business that has been approved by the Employer.

12.08

Hourly Employees do not accumulate seniority except as provided herein. Where an Hourly Employee receives an appointment to a Regular or Contract Full-time or Part-time position, the number of full and half days worked prior to being hired to the Regular or Contract position shall be credited to their seniority, and this shall be deemed as date of hire.

12.09

The Employer shall maintain a seniority list showing the current classification and hire date at the YMCA Academy for each regular and contract Employee. Where two or more Employees have equal seniority on a list, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board as of the first day of the new academic year.

12.10

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 Human Resources of any errors in writing within five (5) days of their return to work.

12.11

An Employee shall lose their seniority and cease to be an Employee for any of the following reasons:

- (a) if an Employee voluntarily resigns or is discharged for just cause and is not reinstated through the grievance or arbitration procedure;

- (b) if an Employee is laid off and is not recalled after six (6) months in which case the Employer shall pay the Employee their entitlement to termination pay and severance pay, if applicable, under the *Employment Standards Act, 2000*, as amended;
- (c) if an Employee is absent from work due to illness or injury for a period of thirty-six months without a reasonable prospect of returning to work in the foreseeable future, with the proviso that if said Employee is subsequently re-hired by the Employer, their seniority shall be reinstated. For certainty the loss of seniority shall not impact the eligibility for long term disability benefits. For additional clarity, all decisions in relation to this article must align with the Ontario Human Rights Code and any other relevant human rights legislation.
- (d) if an Employee is absent from work, without permission or reasonable explanation, for three (3) consecutive work days;
- (e) if an Employee overstays a leave of absence granted by the Employer without obtaining permission or giving an explanation satisfactory to the Employer.
- (f) if an Employee 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 13 – Promotion and Staff Changes

13.01 Job Posting and Trial Period

- 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, qualifications, required knowledge, education and skills. 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 agree. If such successful internal applicant proves unsatisfactory in the position during the aforementioned trial period, they shall be returned to their former position without loss of seniority, at their former wage rate.
- b) 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.

13.02

All internal applicants who meet the criteria as set out in the job posting shall be interviewed prior to external candidates. All internal applicants who are granted interviews but not offered the position shall be notified.

13.03

The Union shall be notified of the elimination of a vacant position.

13.04 Temporary Vacancies

When it is known that a position will be temporarily vacant for a period greater than four months, the absence will be posted as a temporary position.

13.05 Union Notification

The Union shall be notified in writing (hard copy or electronic) of all appointments, hirings, layoffs, recalls and terminations of employment.

13.06 Promotions and Transfers

In making staff changes, the following factors shall be considered:

- 1) Seniority
- 2) Knowledge, training, ability, skills, efficiency, experience, and past work record with the Employer

When factors outlined in (2) above are relatively equal, then factor (1) shall govern.

13.07 New Position

When a new position within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay. Once the rate is determined, and then within seven (7) calendar days, the Employer shall advise the Union of the rate.

If the Union disagrees with the rate, it shall have the right within seven (7) calendar days to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

ARTICLE 14 – Layoffs and Recalls

14.01

In the event of a layoff, the Employer shall issue a notice of layoff and the affected Employee shall be allowed to displace an Employee with less seniority, provided that the affected Employee has the experience, qualifications, skills, and ability to perform the work. 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 description and determine what position(s) the Employee is able to bump into. 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 an Employee with less seniority shall adhere to the same timelines and other requirements as set out herein.

14.02

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.

14.03

The Employer will notify the Union at least forty-eight (48) hours prior to an Employee being given notice of layoff.

ARTICLE 15 – Hours Of Work / Meal Breaks

15.01 Hours of Work

a) **Non-Teaching Regular Full-time Employees**

At the option of the Employee, normal hours of work shall be 9 AM to 5 PM inclusive of a 30-minute unpaid lunch break or scheduled between 8:30 AM to 5:00 PM inclusive of a 1-hour lunch break. To ensure appropriate coverage of the reception areas, lunch breaks will be scheduled by the Head of School in consultation with the Employee.

b) **Teachers Full-time**

I. Full-time Teachers will provide supervision during the pre-instructional day for thirty (30) minutes, allowing sufficient time for students to arrive, settle in, and prepare for the start of the school day.

II. Full-time Teachers shall provide supervision for fifteen (15) minutes after school allowing students adequate time to transition and prepare for the end of the school day.

c) **Teachers Part-time and Hourly**

The Employer will provide the meal break(s) required under the Ontario Employment Standards Act.

15.02 Meal Breaks

a) **Non-Teaching Employees - Meal Break**

A meal break shall be unpaid and not to exceed one (1) hour.

b) **Non-Teaching Part-time and Hourly Employees – Meal Break**

The Employer will provide the meal break(s) required under the Ontario Employment Standards Act for Employees not working 37.5 hours per week.

c) Teachers – Meal Break

Full-time Teachers shall be entitled to a minimum of a thirty (30) minute uninterrupted lunch break scheduled during the school day.

d) Teaching Part-time and Hourly Employees - Meal Break

The Employer will provide the meal break(s) required under the Ontario Employment Standards Act.

15.03 Flexible Working Hours and Shifts

During the life of this Agreement, flexible working hours and shift scheduling may be introduced from time to time by the Employer at its sole discretion, provided that they are mutually agreed upon between the Employee and the Employer in writing.

15.04 Teachers Lunch Supervision

The rotational schedule for lunch supervision shall be developed and maintained in a fair and transparent manner.

15.05 Unexpected Temporary School Closures

In the case that the school is temporarily closed due to unexpected events any Employee so affected shall be paid full wages if they were expected to be at work.

ARTICLE 16 – Overtime

16.01 Overtime Defined

The Employer shall determine when overtime will be worked. Overtime must be pre-approved in advance in writing by the Employer. Overtime shall be defined as all hours worked in excess of 40 hours in a one-week period.

16.02 Overtime Pay

Teachers are ineligible for overtime pay and lieu time. Where the Head of School or designate requires a non-teaching Employee to work overtime, the Employee shall be entitled to receive compensation at one and a half times (1 ½ x) their hourly rate, either in lieu time or pay. Reasonable efforts shall be made to schedule time off a time mutually agreeable time for the Employee and the Head of School or designate.

If an Employee is not approved for overtime but chooses to attend an event or school trip, they will not receive additional compensation or time off in lieu.

ARTICLE 17 – Vacation/School Closure

17.01 Vacation/School Closure

- a) Employees' vacation is taken during regular school closures including March Break (two weeks), Summer Break and Winter Break.
- b) Administrative Liaisons will work up to two weeks following the end of the school year.
- c) If the Employee resigns prior to the end of the school year, the Employer will pay any accrued vacation based on the Employment Standards Act. In accordance with Article 25, if an Employee provides notice that they are not returning for next school year, and they are actively employed on the last day of school, they will be paid until July 31st.
- d) Summer break ends one week before the commencement of classes, for example, on Monday, August 26 if classes begin on Tuesday, September 3. For Administrative Liaisons and new Employees, summer break will end one week earlier. New Employees will use this time to complete onboarding steps.

17.02 Statutory and other Regular Holidays

All Employees other than regular hourly/Contract Hourly shall be entitled to the statutory holidays below.

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Easter Monday
Victoria Day	Christmas Day
Boxing Day	

17.03 Regular Hourly/Contract Hourly Statutory Holiday

Eligibility for holidays and holiday pay shall be in accordance with the Employment Standards Act.

ARTICLE 18 – Leaves Of Absence

18.01 Sick Leave

- a) Regular Salaried Full-time and Regular Salaried Part-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, Regular Hourly and Contract Hourly Employees shall be entitled to two (2) sick days per calendar year.

- c) Salaried Contract Full-time and Regular Part-time Employees shall be enrolled in the YMCA's self-insured sick leave plan at the time of their hire and will accrue sick credits at a rate of 0.5 days per month.
- d) Sick leave credits do not accumulate during maternity, parental, sick or personal leave.
- e) During time of illness, sick leave benefits are paid based on one hundred (100%) percent of an Employee's regular rate.
- f) Sick leave will not be paid until the Regular Salaried Full-time or Regular Salaried Part-time Employee has completed three (3) months of employment.
- g) 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 as soon as possible prior to the scheduled starting time. 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 10 working days. The Employer shall, if required, reimburse the Employee for the cost of obtaining a medical certificate.
- h) An Employee who retires, resigns, or is discharged for cause shall forfeit all claims to sick leave.

18.02 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 Employment Insurance benefits 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 start their pregnancy leave no later than the birth of the child.

Contract Employees are entitled to the above leave up to and including the end of contract date.

b) Parental/Adoption Leave

Employees who have a minimum of three (3) months' employment may take up to a maximum of sixty-one (61) weeks parental leave, in a seventy-eight (78) week period. If pregnancy leave is not taken, (i.e. other parent, adoptive parent) the Employee will be granted sixty-three (63) weeks unpaid leave in a seventy-eight (78) 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, stepparents and adoptive parents can decide when to take the leave, but it must be within seventy-eight (78) weeks after the baby is born, or when the child first comes into their custody, care, or control.

Contract Employees are entitled to the above leave up to and including the end of contract date.

c) Employment Insurance & Salary Top Up During Pregnancy, Parental and Adoption Leave

During pregnancy, parental and adoption leave, the Employer will provide supplemental unemployment benefits for Regular Salaried Full-time and Regular Salaried Part-time Employees to “top up” the amount that they are receiving from Employment Insurance (EI) during their leave. In order to be eligible, the Employee must have been employed for a minimum of two (2) years of consecutive salaried service prior to the commencement of the pregnancy/parental/adoption leave and be eligible for EI benefits. The YMCA will top up EI benefits for a total of twenty-six (26) weeks, based on their pre-leave regular earnings: the first week will be at one hundred (100%) percent of their regular rate for the EI waiting period, and the remaining twenty-five (25) weeks will be eighty (80%) percent top up of their regular rate.

If an Employee chooses to have reduced EI Benefits spread over a longer period, the YMCA will calculate the top up entitlement based on 55% of the original EI benefit and will not top up the difference between a lower EI benefits and eighty percent (80%) of the Employee's salary. The duration of the top up will remain for a total of twenty-six (26) weeks.

d) Adoption Benefit

The YMCA of Greater Toronto will contribute five thousand dollars (\$5,000) towards the cost incurred for adopting a child for Regular Salaried Full-time and Regular Salaried Part-time Employees with a minimum of two (2) years of consecutive service. To be eligible, an Employee must provide proof of adoption satisfactory to the Employer.

e) New Parent Leave

This leave is for Regular Salaried Full-time and Regular Salaried Part-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 when the child first comes into their custody, care, or control.

During this leave the Employee shall continue to accrue sick time and vacation.

18.03 Protected Leaves Under the Ontario Employment Standards Act

The Employer agrees to support all protected leaves of absence under the Ontario Employment Standards Act.

a) Salary Top Up During Compassionate Care Leave

During compassionate care leave, the YMCA of Greater Toronto will provide supplemental unemployment insurance benefits for a Regular Salaried Full-time and Regular Salaried Part-time Employee to “top up” the amount that they are receiving from Employment Insurance during their leave. In order to be eligible, a Regular Salaried Full-time and Regular Salaried Part-time Employee must have been employed for a minimum of two (2) years of consecutive service immediately prior to the commencement of their compassionate care leave and be eligible for Employment Insurance benefits.

The Employer will top up EI benefits for a total of eight (8) weeks, based on pre-leave regular earnings: the first week will be at one hundred (100%) percent of the regular rate for the EI waiting period, and the remaining seven (7) weeks will be at eighty (80%) percent top up of their regular rate.

b) Salary Top up During Critical Illness of a Minor Leave

During Critical Illness of a Minor leave, the Employer will provide supplemental employment insurance benefits to Regular Salaried Full time and Regular Salaried Part-time Employees to “top up” the amount that they are receiving from Employment Insurance during their leave. In order to be eligible, a Regular Salaried Full-time and Regular Salaried Part-time Employee must have been employed for a minimum of two (2) years of consecutive service immediately prior to the commencement of their Critical Illness of a Minor Leave and be eligible for Employment Insurance benefits. The Employer will top up their EI benefits for a total of twenty-six (26) weeks, based on pre-leave regular earnings: the first week will be at one hundred (100%) percent of the regular rate for the EI waiting period, and the remaining twenty-five (25) weeks will be at eighty (80%) percent top up of the regular rate.

18.04 Moving Day

The Employer shall provide Regular Salaried Full-time and Regular Salaried Part-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.

18.05 Workplace Injury Coverage

a) Regular Salaried Full-time and Regular Salaried Part-time

In the event of a workplace injury, the Employer shall continue to pay the full cost of a Regular Salaried Full-time or Regular Salaried Part-time 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.

b) Contract Salaried Full-time and Contract Salaried Part-Time

In the event of a workplace injury, the Employer shall continue to pay the full cost of a Contract Salaried Full-time or Contract Salaried Part-time Employee's salary and benefits for up to one hundred and thirty days (130) or the completion of the employment contract whichever occurs first. Eligibility for this benefit is determined through adjudication by a third party.

c) Workplace Injury Coverage – Regular Hourly and Contract Hourly

In the event of a workplace injury, the Employer 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.

18.06 Bereavement Leave

In the case of a death in the immediate family of an Employee, a Regular Salaried Full-time and Regular Salaried Part-time 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.

18.07 Union Leave

During an approved 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 2132.03 for all costs related to such union leave and the Union agrees to provide payment within a reasonable time frame.

18.08 Family Responsibility Days

Regular Salaried Full-time and Regular Salaried Part-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 fiscal year, for valid reasons under this family responsibility provision. Such days may not be accumulated beyond the fiscal year and may not be used for any other purpose.

18.09 Association Days

Regular Salaried Full-time and Regular Salaried Part-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.

18.10 Juror or Court Witness

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.

18.11 Personal Leave

The Employer may grant a personal leave of absence 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.

ARTICLE 19 – Pay Schedule, Overpayment, Underpayment

19.01 Pay Days

The Employer will pay salaries/wages semi-monthly on the 15th and 30/31st of each month. Employees will have electronic access to their itemized statement of salary/wages.

19.02

In the event there is an overpayment to the bargaining unit member they 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.

19.03

If bargaining unit member receives less than the agreed to rate on a pay period by eight (8) hours or more, they shall notify their supervisor to receive a wire transfer for the outstanding amount within five (5) working days of the error being confirmed by the Employer.

ARTICLE 20 – Wages, Premiums, Fees And Allowances

20.01 Education, Professional Fees, and Licenses

- a) The Employer agrees to pay all wages and costs of any upgrading or courses that are specifically required to be taken by the Employer.
- b) Where an Employee is required to maintain a license, certification or requires maintaining good standing with the college that pertains to their position, the Employer will compensate one hundred percent (100%) of the cost associated with the license, certification, or good standing with the college. Employees shall provide proof of payments and registration to the Head of School or Designate. Expenses will be covered by the Employer in the event that the Employee is on a temporary reassignment.
- c) The Employer will provide postings of any upcoming professional development opportunities on an ongoing basis that will be open to all staff.

20.02 Police Record Check

- a) Vulnerable Police Records Checks are a requirement of all Employees and help ensure the safety and wellbeing of people who receive Academy and YMCA services. Where a Vulnerable Sector Police Records Check takes too long to be obtained before the start of employment, an Employee may be hired with a Canadian Police Information Centre (CPIC) police check. In these cases, an acceptable Vulnerable Police Records Check must be produced within four months of the start date.

All Employees are required to produce a new acceptable Vulnerable Police Records Check every three years (3) as a condition of employment. After receiving notice of the recheck requirement, Employees have four (4) months to complete the process. Reimbursements for recheck will follow the Employer's practices and procedures. Exceptions or late submissions of rechecks require the approval of the President and CEO.

- b) Employees with invalid or missing Vulnerable Police Records Checks will be removed from active duties without pay if a valid police records check is not submitted.

ARTICLE 21 – Employee Benefits

21.01 Regular Salaried Full-time and Regular Salaried Part-Time

Life Insurance, Accidental Death & Dismemberment, and Long-Term Disability are mandatory benefits of employment for regular Employees. Regular staff will automatically enroll in these benefits at the third month of regular service.

a) Extended Health Care

i. Provides coverage for Regular Salaried Full-time and Regular Salaried Part-time Employees 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.

ii. Health Care Spending Account, funded by the YMCA, can be used to pay for health and dental expenses that are not covered by the group benefit plan or the provincial health plan. Any balance remaining in the Employee's account will be forfeited at the expiration of the benefit year in which it was allocated.

b) Dental Plan

i. Provides coverage for Regular Salaried Full-time and Regular Salaried Part-time Employees 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.

ii. Extended Health & Dental Coverage may be waived if the Employee has comparable coverage. Otherwise, Extended Health & Dental coverage are mandatory benefits.

c) Life Insurance

i. The Life Insurance benefit is two (2) times the Regular Salaried Full-time and Regular Salaried Part-time 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.

d) Accidental Death and Dismemberment (ADD)

i. Accidental Death and Dismemberment benefit is paid to eligible Regular Salaried full-time and Regular Salaried Part-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.

e) Long Term Disability (LTD)

i. Long Term Disability provides disability benefits for Regular Salaried Full-time and Regular Salaried Part-time Employees, 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 (6) months of continuous disability and supporting medical evidence. The YMCA pays the full cost of the Long-Term Disability (LTD) premiums.

f) **Critical Illness**

i. Regular Salaried Full-time and Regular Salaried Part-time Employees are eligible for Critical Illness insurance after 5 years of consecutive salaried service. The benefit covers the Employee for up to \$10,000 if the Employee is diagnosed with one of the covered illnesses. The Employee's spouse and eligible dependents have coverage up to \$5,000.

21.02 Contract Salaried Full-time and Contract Salaried Part-time

Extended Health Care

- I. Provides coverage for Contract Salaried Full-time and Contract Salaried Part-time Employees 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. There is a co-pay of 20% on medical expenses. 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.
- II. Health Care Spending Account is a spending account funded by the YMCA that Employees can use to pay for health and dental expenses that are not covered by the group benefit plan or the provincial health plan. Any balance remaining in the Employee's account on the last day of the benefit year will be forfeited at the expiration of the benefit year in which it was allocated.

Dental Plan

- I. Provides coverage for the Contract Salaried Full-time and Contract Salaried Part-time Employee and their family (spouse/partner and dependent children under 25 attending school full time) as outlined in the benefits booklet. There is a co-pay-of 20% on dental expenses. The YMCA pays eighty percent (80%) and the Employee pays twenty percent (20%) Premiums for dental coverage are paid one hundred percent (100%) by the YMCA.

- II. Extended Health & Dental Coverage may be waived if the Employee has comparable coverage. Otherwise, Extended Health & Dental coverage are mandatory benefits.

21.03 Regular Hourly and Contract Hourly

a) Extended Health Care

- i. Provides coverage for the Regular Hourly and Contract Hourly 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.

b) Dental

- i. Provides coverage for the Regular Hourly and Contract Hourly 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. There is a co-pay on dental expenses. The YMCA pays sixty percent (60%) and the Employee pays forty percent (40%).
- ii. Regular Hourly and Contract Hourly Employees are eligible for benefit coverage if they meet the following criteria:
 - I. Are active and have been actively employed with the YMCA of Greater Toronto for one (1) year.
 - II. Have coverage under the provincial health insurance plan.
 - III. Work an average of fifteen (15) hours per week over the previous twelve (12)-month period.

c) Renewal for Regular Hourly and Contract Hourly:

- i. Participation in the plan requires twelve (12) months of service and an average of fifteen (15) hours per week on average over the previous twelve (12) months. Initial eligibility is checked monthly.
- ii. Hours will be verified from June to May with an effective date of June 1st.
- iii. Hours will be verified from November to October with an effective date of December 1st.
- iv. Eligibility for Employees enrolled in the plan will be verified twice a year.
- v. If an Employee does not meet the hourly requirement, they will receive reasonable notice of withdrawal from the benefits plan.

21.04 Group Benefits Booklet

Employees shall be provided with details of the benefits plan through access to the Employers Human Resources portal and intranet.

21.05 Employee Assistance Program

The Employer will provide all Employees a confidential EAP program at the Employer's expense.

21.06 Travel and Mileage

Employees will be eligible for mileage, travel and parking reimbursement in accordance with YMCA Travel Meal and Hospitality Expenses Policy.

ARTICLE 22 – PENSION PLAN

22.01 Employees will be eligible to participate in the YMCA's registered pension plan according to the terms set out in the established pension plan text.

ARTICLE 23 – HEALTH AND SAFETY

23.01 Responsibilities

The Employer will take every precaution reasonable in the circumstances for the protection of Employees.

The parties agree to abide by the Ontario Occupational Health and Safety Act (OH&S) and its regulations. The Union and the Employer, as a matter of principle, recognize that occupational health and safety is a shared concern. The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the workplace in order to prevent accidents, injury, and illness, and to promote the health and safety of all Employees.

The Employer shall not dismiss, intimidate, coerce, suspend, or transfer a worker or practice discrimination or take reprisals against them, or impose any other sanction upon them because they have suffered an employment injury or exercised their rights under this collective agreement, or any applicable statute.

One YMCA Academy worker member will serve on the YMCA Joint Health and Safety Committee.

23.02 Personal Protective Equipment

An Employee who is required by the Employer to wear or use any protective clothing shall have the equipment supplied at no cost to the Employee. Employees shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the Employee will participate in such instruction and training.

23.03 Union Notification

If an Employee has an occupational illness or is disabled from performing their usual work or requires medical attention because of an accident, explosion, fire or incident of workplace violence at a workplace, but no person dies or is critically injured because of

that occurrence, the Employer shall give written notice to the health and safety committee, the health and safety representative and the Union in accordance with the Occupational Health and Safety Act.

Where an Employee is killed or critically injured from any cause at a workplace, the Employer shall notify the committee, health and safety representative and Union immediately of the occurrence.

ARTICLE 24 – NOTICE OF RESIGNATION AND RETIREMENTS

24.01 Academic Teachers

Academic Teachers will provide written notice no later than April 1st of each academic year of the intention to terminate employment effective July 31. Each individual Teacher who has not delivered such a notice of resignation shall be deemed to be returning the following school year.

In cases of unforeseen or extenuating circumstances beyond the control of the Teacher, the Employer may consider exceptions to the resignation deadline on a case-by-case basis. Such exceptions shall be granted at the sole discretion of the Employer. The Employer will discuss the request with the Union and grant any exception at its sole discretion.

24.02 Non-Teaching Positions

Employees in non-teaching positions shall provide a minimum of one (1) month's notice of resignation.

ARTICLE 25 – Preparation Time/Teacher In Charge/Performance

Preparation Time

25.01 Preparation Time shall be defined as the designated period during which Teachers may engage in professional activities necessary for the effective planning, assessment, marking, and delivery of instruction, as well as for professional development.

25.02 Except in the event of an emergency or Teacher absence in which coverage is required, each Teacher shall have time equivalent to 25% of their school day designated as preparation time.

Student Supervision and Coverages

25.03 In any given school year, a Teacher may be assigned coverage. Coverage will be equitably distributed, and an effort will be made to ensure that the burden of coverage does not impact the quality of the covering Teachers' planning, assessment, and instruction.

25.04 In any given school year, a Teacher may be assigned coverage. Reasonable efforts shall be made to distribute coverage equitably to protect preparation time under article 25.01.

Teacher in Charge

25.05 In the event that supervisory staff are absent from the school, a Teacher may be appointed by the Head of School or their designate at their discretion, as Teacher(s) in Charge in accordance with this Article.

25.06 The Teacher(s) in Charge, when requested to act, shall attend to ensure that routine supervision adequate to secure the safety of students and security of the school is maintained, and shall deal only with emergency matters as they may arise.

25.07 Where absences of supervisory staff continue for more than five (5) consecutive school days, the Teacher(s) in Charge will assume all administrative duties, excluding recruitment and formal evaluation of instruction and Employees.

25.08 Whenever possible, the Teacher(s) in Charge shall be selected from those Teachers who have expressed an interest in performing this function for a developmental opportunity. Teachers have the right to refuse to act as a Teacher in Charge except where the school would otherwise be left unattended.

25.09 Where the appointment of a Teacher in Charge is for one or more days, coverage shall be provided to relieve the Teacher in Charge of regular teaching duties.

Teacher Performance Appraisals

25.10

a) The Employer and the Union agree to develop, in consultation with the Head of School, a performance appraisal process that is relevant to the program and to each job category.

b) The Employer and the Union agree as to the right to have Union representation at any meeting following a performance appraisal which was rated unsatisfactory and allow for timely Union representation.

ARTICLE 26 –JOB SECURITY

26.01 Severance

When the Employer permanently ceases operations, regular Employees shall receive severance pay of one (1) week for each year of complete or partial service with a minimum of four (4) weeks and a maximum of twenty-six (26) weeks regular pay (excluding vacation). Employees may choose to receive the above severance any time after layoff with the understanding that further recall rights will be waived in doing so.

26.02 Notice of Elimination of Position

The Employer shall notify the Union in advance of the elimination of an existing position in the bargaining unit.

ARTICLE 27 – GENERAL CONDITIONS

27.01 Communication

All correspondence between the parties, arising out of this Agreement, shall pass to and from Employer or their designate, the Union Steward and CUPE National Representative.

27.02 Gender Neutral Language

Whenever the singular, masculine, or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.

27.03 Bulletin Boards

The Employer will make available one (1) bulletin board for posting union notices or reports for information to Employees.

27.04 Professional Development/Training Paid Days

Teachers shall be entitled to a minimum of five (5) days and non-teaching Employees shall be entitled to a minimum of two (2) days of professional development per academic year. Approval for professional development days shall be at the discretion of the Employer, based on the identified needs and resources of the YMCA Academy. Employees may also be required to participate in professional development or training activities at the request of the Head of School. All professional development activities shall be directly related to enhancing teaching practices and improving student outcomes. Employees shall adhere to all applicable policies and procedures governing professional development activities.

ARTICLE 28 – TECHNOLOGICAL CHANGE

28.01 Technological Change

The Employer shall provide members of the Union with at least sixty (60) calendar days notice of any technological change that will result in a reduction in the workforce.

28.02 Workplace Surveillance

The parties agree that surveillance equipment in the workplace will be used for the purposes of ensuring the security of Employer assets and the safety and wellbeing of the bargaining unit members, students and members of the public.

ARTICLE 29 – COPIES OF THE AGREEMENT

29.01 Copies of Agreement

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and their rights and obligations under it. The Employer will ensure that all bargaining unit members have an electronic copy of the union agreement within thirty (30) days of signing.

ARTICLE 30 – TERM OF AGREEMENT

30.01 Agreement Term

The term of this Agreement will be from May 3, 2023, to July 31, 2027, and will continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

30.02 Changes in Agreement

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

SIGNED at Toronto this 4th day of September, 2024

For the Employer

Tammy Walker

P. Landon

For the Union

[Signature]

Dayna Dann (Aug 26, 2024 11:16 EDT)
[Signature]

[Signature]

[Signature]

Luka Ilic (Aug 29, 2024 10:15 EDT)
[Signature]

Keith Levere (Aug 29, 2024 11:14 EDT)

SCHEDULE "A" - WAGES

Classifications and Wages

Non-Teaching

Non-Teaching - Effective August 1, 2023 – 1.75%

Name	Start Rate	12-month rate
Education Assistant	\$35,800.00	\$38,306.00
Administrative Liaison Academy	\$46,000.00	\$49,220.00
Student Life Counsellor	\$50,750.00	\$54,303.00

Non-Teaching - Effective August 1, 2024 – 6.5%

Name	Start Rate	12-month rate
Education Assistant	\$38,127.00	\$40,795.89
Administrative Liaison Academy	\$48,990.00	\$52,419.30
Student Life Counsellor	\$54,048.75	\$57,832.70

Non-Teaching - Effective August 1, 2025 – 3%

Name	Start Rate	12-month rate
Education Assistant	\$39,270.81	\$42,019.77
Administrative Liaison Academy	\$50,459.70	\$53,991.88
Student Life Counsellor	\$55,670.21	\$59,567.68

Non-Teaching - Effective August 1, 2026 – 3%

Name	Start Rate	12-month rate
Education Assistant	\$40,448.93	\$43,280.36
Administrative Liaison Academy	\$51,973.49	\$55,611.64
Student Life Counsellor	\$57,340.32	\$61,354.71

Teachers

Teachers - Effective August 1, 2023 – 1.75%

Years	A1	A2	A3	A4
0	\$40,929.69	\$42,833.11	\$46,328.59	\$49,611.31
1	\$43,092.57	\$45,104.96	\$49,440.06	\$52,303.49
2	\$45,598.98	\$47,724.49	\$52,730.04	\$55,504.22
3	\$48,105.39	\$50,351.29	\$56,013.80	\$58,717.40
4	\$50,958.44	\$53,308.13	\$59,479.18	\$62,444.32
5	\$53,806.30	\$56,290.91	\$62,937.30	\$66,172.28
6	\$56,658.31	\$59,255.01	\$66,397.49	\$69,895.05
7	\$59,518.62	\$62,213.92	\$69,858.72	\$73,629.23
8	\$62,370.63	\$65,184.24	\$73,316.84	\$77,349.92
9	\$65,219.53	\$68,149.38	\$76,781.18	\$81,077.88
10	\$68,072.58	\$71,111.41	\$80,245.52	\$84,804.80

* Out of schedule rate 10 A4

Teachers - Effective August 1, 2024 – 6.5%

Years	A1	A2	A3	A4
0	\$43,590.12	\$45,617.26	\$49,339.94	\$52,836.04
1	\$45,893.59	\$48,036.78	\$52,653.66	\$55,703.22
2	\$48,562.91	\$50,826.59	\$56,157.50	\$59,111.99
3	\$51,232.24	\$53,624.13	\$59,654.70	\$62,534.03
4	\$54,270.73	\$56,773.16	\$63,345.33	\$66,503.20
5	\$57,303.70	\$59,949.82	\$67,028.22	\$70,473.48
6	\$60,341.10	\$63,106.58	\$70,713.33	\$74,438.22
7	\$63,387.33	\$66,257.82	\$74,399.54	\$78,415.13
8	\$66,424.72	\$69,421.22	\$78,082.43	\$82,377.67
9	\$69,458.80	\$72,579.09	\$81,771.96	\$86,347.94
10	\$72,497.30	\$75,733.65	\$85,461.48	\$90,317.11

* Out of schedule rate 10 A4

Teachers - Effective August 1, 2025 – 3%

Years	A1	A2	A3	A4
0	\$44,897.82	\$46,985.78	\$50,820.14	\$54,421.12
1	\$47,270.39	\$49,477.89	\$54,233.27	\$57,374.31
2	\$50,019.80	\$52,351.38	\$57,842.22	\$60,885.35
3	\$52,769.20	\$55,232.85	\$61,444.34	\$64,410.05
4	\$55,898.86	\$58,476.35	\$65,245.69	\$68,498.30
5	\$59,022.82	\$61,748.31	\$69,039.07	\$72,587.68
6	\$62,151.33	\$64,999.78	\$72,834.73	\$76,671.37
7	\$65,288.95	\$68,245.56	\$76,631.52	\$80,767.58
8	\$68,417.47	\$71,503.86	\$80,424.90	\$84,849.00
9	\$71,542.57	\$74,756.47	\$84,225.12	\$88,938.38
10	\$74,672.22	\$78,005.66	\$88,025.33	\$93,026.62

* Out of schedule rate 10 A4

Teachers - Effective August 1, 2026 – 3%

Years	A1	A2	A3	A4
0	\$46,244.76	\$48,395.35	\$52,344.75	\$56,053.76
1	\$48,688.51	\$50,962.22	\$55,860.27	\$59,095.54
2	\$51,520.39	\$53,921.93	\$59,577.49	\$62,711.91
3	\$54,352.28	\$56,889.84	\$63,287.67	\$66,342.36
4	\$57,575.82	\$60,230.64	\$67,203.06	\$70,553.25
5	\$60,793.50	\$63,600.76	\$71,110.24	\$74,765.31
6	\$64,015.87	\$66,949.77	\$75,019.77	\$78,971.51
7	\$67,247.62	\$70,292.92	\$78,930.47	\$83,190.61
8	\$70,469.99	\$73,648.97	\$82,837.65	\$87,394.47
9	\$73,688.84	\$76,999.16	\$86,751.87	\$91,606.53
10	\$76,912.38	\$80,345.83	\$90,666.09	\$95,817.42

* Out of schedule rate 10 A4

Stipends

Teachers in the following roles will receive an annual stipend over and above their placement in the Teacher salary grid. The stipend will be paid semi-monthly

Teachers Allowance or Stipend	
Academic Teacher / Guidance Supervisor	\$3,500
Academic Teacher / Middle School Coordinator	\$3,500
Academic Teacher / Special Education Supervisor	\$3,500

PLACEMENT ON THE GRID

- **Teachers - Qualifications for Salary Grid Placement**

All Teachers covered by this Agreement shall as a condition of employment remain members in good standing with the Ontario College of Teachers. Category classifications shall be the current classification structure as established by the QECO Certification Plan.

Teachers will advance one step on the salary grid for each year of full time teaching at the Academy. For the purposes of Step placement, experience outside of the Academy will be evaluated by the Head of School. The Teacher will bear the responsibility to provide evidence of prior experience in education or a related field that is clearly related to their present role. Experience equivalencies will be rounded to the nearest whole number.

LETTER OF UNDERSTANDING #1 – Pay Equity And Joint Job Evaluation

LETTER OF UNDERSTANDING #1

Between

**YMCA Academy in the City of Toronto (YMCA of Greater Toronto)
(The Employer)**

-And-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2132.03
(The Union)**

Re: Pay Equity and Joint Job Evaluation

The Employer and the Union agree to develop and maintain a pay equity plan and joint job evaluation committee for the bargaining unit.

SIGNED at Toronto, this 4h day of September, 2024

For the Employer

Tammy Walker

Blondan

For the Union

[Signature]

Dayna Dann (Aug 26, 2024 11:16 EDT)
[Signature]

[Signature]

[Signature]

Luka Ilic (Aug 29, 2024 10:15 EDT)
[Signature]

Keith Levere (Aug 29, 2024 11:14 EDT)

LETTER OF UNDERSTANDING #2 – 4.08 Job Descriptions

LETTER OF UNDERSTANDING #2 -

Between

**YMCA Academy in the City of Toronto (YMCA of Greater Toronto)
(The Employer)**

-And-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2132.03
(The Union)**

Re: 4.08 Job Descriptions

Job descriptions to be provided to all Employees within ninety days of signing of the collective agreement.

SIGNED at Toronto, this 4th day of September, 2024

For the Employer

Tammy Walker

Blondan

For the Union

Dayna Dann

Dayna Dann (Aug 26, 2024 11:16 EDT)

[Signature]

[Signature]

Luka Ilic

Luka Ilic (Aug 29, 2024 10:15 EDT)

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