



COLLECTIVE AGREEMENT

Between

GOODLIFE FITNESS CENTRES INC.
(the “Employer”)

And

WORKERS UNITED CANADA COUNCIL
on its own behalf and on behalf of
its Local 1031, 1229, 7816, 8819 and 5421
(the “Union”)

Expiry: May 31st, 2022



**Workers United Canada Council
2800 Skymark Ave., Unit 10A
Mississauga, Ontario
L4W 5A6
Tel: (416) 510-0887
Fax: (416) 510-0891
Toll Free: 1-800-268-4064
www.workersunitedunion.ca
info@workersunitedunion.ca**

My Steward is:

Contact info:

My Local President

is: _____

Contact

info: _____

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**GOODLIFE FITNESS CENTRES INC.
(the "Employer")**

- and -

**WORKERS UNITED CANADA COUNCIL
(the "Union")**

Article 1: Purpose

1.01 This Agreement is entered into by the parties in order to provide for orderly collective bargaining relations between the Employer and the Union. It is the desire of both parties to secure prompt and fair disposition of grievances

Article 2: Recognition and Scope

2.01 (a) The Employer recognizes the Union as the exclusive bargaining agent for all personal trainers employed by GoodLife Fitness Centres Inc. in the City of Toronto, in the Province of Ontario, save and except accelerated management trainees, assistant fitness managers, fitness managers and persons above the rank of manager.

(b) The Employer recognizes the Union as the exclusive bargaining agent for all personal trainers employed by GoodLife Fitness Centres Inc. in the City of Ajax, in the Province of Ontario, save and except accelerated management trainees, assistant fitness managers, fitness managers and persons above the rank of manager.

(c) The Employer recognizes the Union as the exclusive bargaining agent for all personal trainers employed by GoodLife Fitness Centres Inc. in the City of Peterborough, in the Province of Ontario, save and except accelerated management trainees, assistant fitness managers, fitness managers and persons above the rank of manager.

(d) The Employer recognizes the Union as the exclusive bargaining agent for all personal trainers employed by GoodLife Fitness Centres Inc. in the City of Oshawa, in the Province of Ontario, save and except accelerated management trainees, assistant fitness managers, fitness managers and persons above the rank of manager.

(e) The Employer recognizes the Union as the exclusive bargaining agent for all personal trainers employed by GoodLife Fitness Centres Inc. in the City of St. Catharines, in the Province of Ontario, save and except accelerated management trainees, assistant fitness managers, fitness managers and persons above the rank of manager.

2.02 It is agreed that the word "employees" wherever used in this Agreement shall be deemed to refer only to employees in the Bargaining Unit as defined in Article 2.01.

- 2.03 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context. Where the feminine, masculine or non-binary pronoun is used in this Agreement, it shall mean and include the masculine, feminine or non-binary pronoun where the context so applies.
- 2.04 The Employer undertakes that it shall not enter into any other agreement or contract, written or verbal, with those Employees for whom the Union has bargaining rights, either individually or collectively, which will conflict with any of the provisions of this Agreement.
- 2.05 Unless otherwise stated, references to days in this Agreement will be considered to be calendar days.

Article 3- No Discrimination and No Harassment

- 3.01 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment as defined in the Ontario Human Rights Code.
- 3.02 The Employer and the Union agree that there will be no discrimination, interference or coercion exercised or practiced by either party on the basis of Union membership or activity.
- 3.03 The parties agree that a respectful workplace includes a safe and healthy workplace as defined by the Ontario Occupational Health and Safety Act.

Article 4- No Strikes and No Lockouts

- 4.01 During the term of this Agreement, the Union shall not take part in or call any strike nor shall the Employer engage in any lockout of employees. The meaning of the words “strike” and “lockout” shall be as defined in the Ontario Labour Relations Act, as amended.

Article 5- Management Rights

- 5.01 The Union acknowledges and agrees that the management of the Employer’s operations and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer, except as limited by any provisions in this Collective Agreement. Without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline, and efficiency
- (b) Make, enforce and alter reasonable rules, regulations and policies to be observed by employees;
- (c) Hire, assign, discharge, train, classify, transfer, layoff, recall, suspend or otherwise discipline employees, provided that a claim of discipline or discharge without just cause by an employee who has completed their probationary period may be the subject matter of a grievance and dealt with as hereinafter provided;
- (d) Determine the location and the extent of the operations and their designation, commencement, expansion, curtailment or discontinuance, plan, direct, control and alter operations, determine in the interest of efficient operation and highest standards of service the direction of the working forces, the number of personnel required, the services to be provided and the methods, procedures and equipment to be used in connection therewith, determine the descriptions of jobs, the classification and the hours of work;
- (e) Establish, modify, combine or abolish job classifications or, create, modify, eliminate or discontinue any job in whole or in part of the work assignments, upon providing the Union with 30 days notice of the change;
- (f) Determine the qualifications of employees, the number of employees required by the Employer at any one time, introduce new and improved methods, facilities, equipment, control the amount of supervision necessary.

5.02 The Employer agrees that it will exercise its rights in a reasonable manner and not contrary to the provisions of this Collective Agreement.

Article 6- Union Security

6.01 The Employer agrees to deduct from the bi-weekly wages of all employees in the bargaining unit an amount equal to the dues, initiation fees, and any other assessments prescribed or required by the Union. Such deductions shall commence the first full pay period following the date of ratification of this Agreement. Deductions for new employees shall begin starting on the first day of their employment. The Employer shall remit the amount to the Union office monthly, no later than the fifteenth (15th) day of the month following the month for which such deductions are made.

6.02 The Union shall inform the Employer of the amount to be deducted or if new fees or assessments are levied by providing thirty (30) calendar days written notice.

6.03 The Employer shall provide with each remittance the electronic list of all employees for whom union dues were deducted, specifying the amount deducted for each.

- 6.04 The Employer will provide the Union representative semi-annually an electronic list of employees within the bargaining unit, showing their work location, address, telephone number, classification, seniority, rates of pay and status.
- 6.05 Where a new employee is hired, the Employer shall provide the Union representative with the employee's address, telephone number, classification, seniority, rate of pay, and status within a month of their date of hire.
- 6.06 The Employer shall provide the Union representative with a list of employees, together with their work locations, on the first Monday of each month by way of an Excel spreadsheet.
- 6.07 The Employer shall indicate the amount of union dues on the T4 slip of each employee.
- 6.08 It is the employee's responsibility to update the Employer of any changes in their contact information, including phone number, address, banking information and emergency contact number.
- 6.09 The Employer agrees to orient all new employees to their new job and to the fact that a union agreement is in effect. On commencing employment, the Employer shall provide the new employee with a copy of the Collective Agreement and shall direct them to the Steward contact list on the Employer's portal.

Article 7- Relationship and Representation

- 7.01 The Employer recognizes the right of the Union to elect or appoint one steward for every two clubs, of whom one shall be president, one shall be vice president and one shall be chief steward, for the purposes of assisting employees in the processing and presenting of grievances. If there are a minimum of fifteen (15) personal trainers at a club, two stewards at that same club will be allowed.
- 7.02 Such union stewards shall have completed their probationary period and the Union agrees to keep the Employer updated in writing, on at least a quarterly basis, of the names of the employees who are acting in the above-named capacity.
- 7.03 The Union acknowledges that stewards have their regular duties to perform on behalf of the Employer, and may not leave their regular duties without notifying their immediate supervisor.

Each steward shall, with the consent of their supervisor, be permitted to leave their regular duties for a reasonable length of time without loss of pay to function as a steward as provided in this Collective Agreement. Such permission shall not be unreasonably denied, and a steward cannot be asked to reschedule or cancel clients in order to attend a meeting.

- 7.04 Stewards should not interrupt employees while employees are engaged with a client; nor should Stewards interrupt their own client-training session to attend to Union business.
- 7.05 A union bargaining committee shall be elected or appointed and the Employer agrees to recognize and deal with this bargaining committee, along with union representatives. The Union will advise the Employer of the names of the members of this committee.
- 7.06 The Employer agrees to allow the following number of employees on the bargaining committee time off work without loss of pay to attend scheduled negotiation sessions in relation to the renewal of this Agreement:
- Toronto- up to 15 employees
- Ajax- up to 2 employees
- Peterborough- up to 2 employees
- Oshawa- up to 2 employees
- 7.07 The Employer agrees that employees acting as stewards shall be paid their non-premium meeting rate, when attending at the various steps of the grievance procedure, while attending disciplinary meetings, while consulting with an employee who has been suspended or discharged or when attending labour management committee meetings.
- 7.08 Grievance, discipline, and labour/management committee meetings shall be scheduled at a mutually agreed upon time.
- 7.09 a) Unless unreasonable or impractical in the circumstances, the Steward who is most immediately available shall be called upon to attend disciplinary meetings.
- b) The Union shall determine which steward shall attend grievance and labour/management meetings, unless the Employer has a reasonable objection to the proposed steward.
- c)The Union shall have the right to have a steward attend such meetings via phone, and will have a steward attend via phone if a steward is not readily available to attend in person.

- 7.10 Employees who, in their capacity as stewards or union representatives, attend grievance meetings, disciplinary meetings, labour/management, Joint Health and Safety Committee or other meetings with the Employer on behalf of the Union, or, in the case of JHSC members, attend to the Committee's business as outlined in the Occupational Health and Safety Act will have their monthly minimum expected training hours pro-rated accordingly. Should a Steward or Union representative's trainer efficiency fall below 2.0 as a direct result of their participation in these meetings, or as a result of engaging in JHSC business, they shall remain on the lead and client distribution list covered by Article 14.
- 7.11 a) An authorized representative of the Union may enter a club in order to deal with the interpretation, application, administration or alleged violation of the Collective Agreement. Subject to urgent situations, the Union representative must provide the Fitness Manager and the Personal Training Divisional Manager with a written request forty-eight (48) hours prior to the proposed date of the visit. Approval will not be unreasonably withheld by the Employer. It is agreed that such visit by a Union representative shall be conducted outside of training areas and in such a way as to minimize disruption to normal operations and at no time shall an employee be interrupted while providing training or other services to a client.
- b) Should it be necessary for a Union representative to meet with Union Stewards or other employees, the Union representative must provide the Fitness Manager and the Personal Training Divisional Manager with a written request forty-eight (48) hours prior to the proposed date of the visit. Approval will not be unreasonably withheld by the Employer. It is agreed that such a visit by a Union representative shall be conducted outside of training areas in such a way as to minimize disruption to normal operations and at no time shall an employee be interrupted while providing training or other services to the client.
- 7.12 Where a steward is needed for a disciplinary meeting the fitness manager shall contact the Union representative to arrange for a steward to be present. The fitness manager will provide the request to the Union representative with a minimum of two (2) days notice before the proposed meeting date. The Union representative shall arrange for a steward to be present, in person, or by telephone, at the disciplinary meeting.

Article 8- Labour/Management Meetings

- 8.01 A Labour/Management Committee shall be established consisting of two (2) representatives of the Employer and two (2) representatives of the Union. The Union shall also appoint an alternate to the Committee who will attend meetings when one of the Union committee members is unable to attend a meeting. The alternate shall receive copies of all minutes of the meetings.

- 8.02 The Committee shall meet on a quarterly basis at a mutually agreeable time and place, and such other times as may be mutually agreed to by the members of the Committee. Committee members shall receive a notice of the meeting at least forty-eight (48) hours in advance of the meeting.
- 8.03 Minutes of each meeting of the Committee shall be prepared and signed by the members of the Committee as promptly as possible after the close of the meeting.

Article 9- Discipline and Discharge

- 9.01 Should the Employer decide in its discretion to discipline or discharge an employee, the Employer must establish just cause.
- 9.02 An employee who is required to attend a disciplinary meeting will, at the outset, be asked if they wish to have a steward present. In the case of a suspension or termination, where a steward is requested but is not available within a reasonable amount of time and where the continued presence of the employee presents a health and safety concern or is otherwise impractical, the Employer may suspend the employee, with pay, until such time as a steward is available for the disciplinary meeting. In the case of a verbal or written warning, if a steward has been requested, an employee shall not be disciplined without the presence of a steward.
- 9.03 No record of disciplinary action shall be placed in an employee's file unless a copy is provided to the employee. Where the Employer requires the employee to sign the disciplinary letter, the signature shall indicate only that the employee received the discipline, not that they are in agreement with the content. Such a signature shall not prejudice any grievance.
- 9.04 An employee who is discharged shall be given a reasonable opportunity to consult with their steward before leaving the workplace, unless it would be impractical or unreasonable.
- 9.05 A record of disciplinary action shall not be relied on after twelve (12) months from its effective date if there are no other instances of similar infractions leading to discipline within that period.

Article 10- Grievance Procedure

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

10.02 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible. As such, unless impractical or unreasonable in the circumstances, the parties recognize the benefit of giving the Employer the opportunity to address complaints prior to the initiation of the formal grievance procedure.

10.03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step 1:

A written grievance shall be submitted to the Fitness Manager or their designate within ten (10) days after the circumstances giving rise to the complaint were known or ought reasonably to have been known. The nature of the grievance, the remedy sought and the articles of Collective Agreement that are alleged to have been violated shall be set out in the grievance. The Fitness Manager or designate will deliver their decision in writing within ten (10) days after the receipt of the grievance. Failing settlement, the next step of the grievance procedure may be taken.

Step 2:

Within ten (10) days following the decision under step 1, the grievance shall be submitted to Associate Relations to be discussed at a meeting between representatives from the Employer, the Union and the grievor(s) within ten (10) days of the receipt of the grievance. The Employer shall give a written resolution within ten (10) days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within thirty (30) days after the reply at Step 2 is given. If no request for arbitration is received within such thirty (30) day period, the grievance shall be deemed to have been abandoned.

10.04 Policy Grievance:

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step 2 of the grievance procedure within ten (10) days of the event giving rise to the grievance has occurred or ought reasonably to be known to have occurred. It is expressly understood that the provisions of this Article must not be used by the Union to institute a complaint or grievance directly affecting an Employee which such Employee could institute, and the regular grievance procedure must not be thereby bypassed.

10.05 Group Grievance:

Where two (2) or more employees have identical grievances and each Employee would be entitled to grieve separately, all such Employees shall be listed on the grievance and the grievance shall be submitted at Step 2 within fifteen (15) days of the event giving rise to the grievance has occurred or ought reasonably been known to have occurred. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

Article 11 – Arbitration

- 11.01 It is agreed that any grievance which has been properly processed through all the applicable steps of the grievance procedure and which has not been settled, abandoned or withdrawn shall be referred to Arbitration if either of the parties to this Collective Agreement presents a written request to arbitrate to the other party within thirty (30) days of the receipt of the Step 2 decision.
- 11.02 The parties agree that it is in their best interest to attempt to agree upon the choice of a person to act as an Arbitrator. As such, together with the request to arbitrate, the party making the request shall submit at least three (3) names of possible arbitrators, and the responding party shall respond to the same within a further ten (10) days. Failing an agreement, either party may request that the Minister of Labour appoint an arbitrator.
- 11.03 The decision of the single arbitrator will be final and binding upon both parties of this Agreement and the employee or employees concerned.
- 11.04 In no event shall the Arbitrator have the power to alter, modify, or amend any of the provisions of this Agreement, nor substitute any provisions in lieu thereof, nor make any decisions inconsistent with the terms and provisions of this Agreement.
- 11.05 Each of the parties shall pay its own expenses of preparing and presenting its own case, including wages or salaries of its witnesses. Each of the parties will share equally the fees and expenses of the Arbitrator.
- 11.06 The parties may mutually agree to have an independent mediator assist in attempting to resolve a grievance prior to arbitration. Such independent mediator will be selected by mutual agreement of the parties and the parties shall jointly bear the expenses, if any, of the mediator.

Article 12 – Seniority

- 12.01 (a) Seniority of an employee shall be defined as the length of continuous service within the bargaining unit as described in Article 2.01 since the last date of hire with the Employer. Where employees join the bargaining unit in the life of this Agreement due to a corporate purchase or merger, and where there is no break in employment, they shall be credited with seniority equal to their length of service as a Personal Trainer with the predecessor company. With the exception of lead and client assignment, seniority shall only be credited upon the successful completion of the probationary period. Seniority rights will apply only to the extent expressly provided in this Agreement.

(b) Service of an employee shall be defined as all time spent in active employment since the last date of hire with the Employer or any predecessor employer.

- 12.02 Should a bargaining unit employee leave the bargaining unit, but remain employed by the Employer in some capacity, and subsequently return to the bargaining unit within twelve (12) months, the employee will return with seniority on their actual time in the bargaining unit.
- 12.03 The Employer shall maintain bargaining unit wide seniority.
- 12.04 A newly hired employee will be known as a probationary employee for the first three (3) calendar months of employment, during which time the employee will have no seniority rights.
- 12.05 It is recognized that the probation period is a period during which the Employer will have the right to assess an employee to determine whether the employee is acceptable for continued employment. Any layoff, discipline or discharge of an employee during their probationary period shall be at the sole discretion of the Employer, and shall not be the subject of a grievance. A probationary employee who is subject to discipline or discharge will be given a copy of the disciplinary or discharge letter and shall have access to a Union steward as outlined in this Agreement.
- 12.06 The Employer shall provide the Union with a seniority list, according to the records of the Employer, as of the end of the pay periods prior to January 31 and July 31 of each year.
- 12.07 Club level seniority lists shall be updated by the Employer on a monthly basis and will be maintained on the specified Union computer.
- 12.08 Seniority shall be lost and an employee shall be deemed to have terminated employment with the Employer if the employee:
- a) Quits, resigns or retires;
 - b) Is discharged for just cause and not reinstated through the grievance and arbitration procedures;
 - c) Is laid off for a period of twelve (12) months;
 - d) Fails to return to work within seven (7) days after being recalled from a layoff, unless they show that they are prevented from reporting by legitimate sickness or any other cause which is reasonable in the opinion of the Employer;

- e) Overstays any type of leave of absence or vacation without securing an extension of such leave from the Employer, unless the employee provides an explanation which is reasonable in the opinion of the Employer;
- f) Is absent from work without permission for more than three (3) consecutive working days, unless the employee provides an explanation that is reasonable in the opinion of the Employer;
- g) Is absent from work for a period of thirty-six (36) months due to illness or injury, subject to the Human Rights Code;
- h) Leaves the bargaining unit to be employed by the Employer in a different capacity for a period of greater than twelve (12) months.

12.09 Where two employees have the same seniority, seniority shall be based on alphabetical order, based on the employee's last name.

Article 13 - Hours of Work

13.01 The expected minimum monthly training workload for employees shall be 96 hours/month, with the exception of those employees in Women's only clubs where the expected minimum training workload shall be 80 hours/month, unless a reasonable explanation is given by the employee.

For the purposes of this article; training workload includes:

- Premium personal training and partner training sessions
- Team Training sessions
- Personal Training Starter sessions
- Personal Training Alternatives such as: Foundation First and personal training promotion sessions
- FSTand FMT

13.02 In addition to their premium and non-premium pay, the Employer shall compensate employees an additional amount equivalent to two and one half (2.5) hours every pay period, at the non-premium meeting rate, for the performance of the following tasks:

- Programming
- Booking potential sheets
- Weekly focus sheets
- Kick off sheets
- Scheduling clients
- Correspondence to clients and management

13.03 The parties further agree that the following tasks shall be included as prospecting and shall be compensated at the non-premium prospecting rate:

- Being on deck
- Demonstrations
- Team Training Starters
- Calling Leads
- Working in the GoodLife Booth
- Renewal Presentations
- Club Runs
- Re-Assessments
- Fitness Starters

13.04 All prospecting hours scheduled by a Personal Trainer must be approved in advance by the Fitness Manager, and each Personal Trainer is responsible for scheduling their prospecting hours in Exerp.

13.05 Training and meeting hours will be entered and paid at the non premium rate for the following:

- Morning under hours meetings
- One on one meetings with fitness managers
- Kickoff meetings
- Training and development meetings
- Regional summit meetings (including travel time)

13.06 Notwithstanding any applicable articles in this agreement the monthly minimum training workload shall be pro rated for:

- Any leaves covered by the Employment Standards Act
- Mandatory training courses including CanFitPro, GLPTI, CPR, Team Training Essentials and any GoodLife Education Series course
- Any courses related to a trainer achieving their Blackbelt requirements to level up

ARTICLE 14- Lead and Client Assignment

14.01 For the purpose of this article, Leads are comprised of the following:

- Personal Training Starter Packages sold by anyone outside of the bargaining unit
- Leader Client Gain
- Client Transfers

14.02 (A) Fitness Managers will prepare, and post by the 5th business day of each month, a list of personal trainers within their clubs listed in order of lowest premium hours to highest premium hours based on the previous month, but excluding any personal trainers who did not attain a trainer efficiency

rating of at least 2.0 in the previous month. This list will be updated on a monthly basis. Where two or more personal trainers achieved the same number of hours in the previous month they will be ranked according to seniority. Until the 5th business day of the month the previous month's lead list will apply.

(B) Newly hired personal trainers, following the completion of their first month of onboarding, will be placed at the top of the list until such time that the personal trainer has acquired 4 premium clients. If there is more than one such personal trainer, they shall be ranked alphabetically. Thereafter the personal trainer will be ranked on the list based on their premium hours from the previous month.

(C) Personal Trainers returning from pregnancy and/or parental leave will be placed at the top of the list until such time that the personal trainer has acquired 4 premium clients. Thereafter the personal trainer will be ranked on the list based on their premium hours from the previous month.

(D) Provided they have followed the process set out in Section 14.03, as verified by the Fitness Manager, Personal trainers with 3 or more years seniority will, if they have otherwise not met the criteria set out in Section 14.02(A), be placed at the bottom of the list.

14.03 Each month, during the week prior to the 20th, the Personal Trainer will complete the following in a face to face meeting with each of their clients:

- a progress report on the client's attendance at training sessions;
- schedule the next six weeks of training sessions for the client's program according to the client's booking potential (eg twice a week, three times a week)

Following the meeting with the client, the Personal Trainer will ensure that all of the client's scheduled sessions are accurately recorded in Exerp.

On the 20th day of each month (or the next business day if the 20th falls on a weekend), the Personal Trainer will submit their completed Client Success Sheet (formerly called Booking Potential Sheet) to their Fitness Manager. The completed Client Success Sheet will show the projected Trainer Efficiency for the upcoming month. If the projected Trainer Efficiency for the next month is under 2.2, it is the responsibility of the Personal Trainer to book a meeting with their Fitness Manager to discuss steps to increase their Trainer Efficiency and seek additional coaching.

14.04 (A) Leads will be distributed to personal trainers on a rotational basis, based on the ranking set out in section 14.02, subject to the following:

- Client preference
- The scheduled availability of the personal trainer; and
- The qualifications of the personal trainer

(B) Where a personal trainer is bypassed in accordance with the above, the next available Lead will be distributed to them, subject to the processes outlined above.

14.05 (A) Up to 10% of Leads in each category listed in 14.01 may be retained by Fitness Managers, Assistant Fitness Managers or equivalent leader and any premium client gain that results from such Leads will be distributed per 14.02.

(B) Where a training package is sold at a level that is lower than that held by the next personal trainer in the rotation, the personal trainer shall have the right either to train the client at the lower level (and be paid at the lower subject rate) or decline to train the client and move to the next spot in the rotation, subject to the processes outlined above.

14.06 When a client requests a particular personal trainer, that personal trainer will be given the first opportunity to sell or service a training package to the client.

14.07 Where a personal trainer believes that they should have received a lead that was distributed to another personal trainer, they will raise the issue with the Fitness Manager or equivalent, no later than twenty-five (25) days following the end of the month in which the lead was distributed. The Fitness Manager or equivalent will review the list of distributed leads with the personal trainer to explain why the lead was distributed to the other personal trainer. If, after reviewing the lead distribution list, the Fitness Manager or equivalent and the personal trainer agree, both acting reasonably, that the personal trainer should have received the lead, then the personal trainer will be entitled to receive the next two (2) leads for which the personal trainer is eligible per Section 14.02. No grievance may be filed for failure to receive a lead until this process has been completed.

14.08 Fitness Starters are NOT Leads and will not be distributed according to Article 14.02.

14.09 The parties agree that issues arising under this article which are not proper matters for a grievance may be raised in Labour-Management meetings.

Article 15 – Cancelled Sessions

15.01 Where a client cancels their scheduled training with less than 24 hours notice and where the session is redeemed, the trainer shall be compensated as if the session was completed.

Article 16 - Layoff and Recall

16.01 The Employer agrees to, in each case where reasonable:

i) Recall all Personal Trainers who are on temporary layoff at their trainer

level held prior to layoff to work at their home club before hiring new Personal Trainers for that club;
and

ii) Should there be a situation where Personal Trainers at a given club are not recalled all at once, the Employer will endeavor to recall Personal Trainers to their home club position in the order of seniority. Similarly, the Employer will endeavor to implement layoffs in reverse order of seniority.

Article 17 – Vacation

17.01 The vacation year shall be from January 1 to December 31.

17.02 (a) Employees with more than three (3) months but less than five (5) years of service as of December 31st of that current year shall be entitled to ten (10) days vacation at 4% of gross earnings.

(b) Employees with more than five (5) years of service as of December 31st of that current year shall be entitled to fifteen (15) days vacation at 6% of gross earnings.

17.03 Should an employee resign, or have their employment terminated, any accumulated vacation pay shall be remitted to them as per the regular pay cycle.

17.04 Required monthly work hours shall be pro-rated to account for time spent on vacation.

17.05 An employee requesting vacation shall provide the Employer with a written request at least thirty (30) days in advance of the requested time off. The Employer shall respond to the vacation request within seven (7) days of receipt of the written request. Subject to the Employer's January and September blackout periods, vacations shall not be unreasonably denied.

17.06 Subject to the Employer's January and September blackout periods, the Employer shall make every effort to accommodate an employee's vacation request. Where it is not possible to do so, an alternative vacation schedule shall be reached by mutual agreement of the employee and the Employer.

Article 18 - Bereavement Leave

18.01 (a) Upon the death of an immediate family member, which for the purpose of this article shall mean the employee's spouse or common law spouse, parent, step parent, parent-in-law, child, step-child, sibling, grandparent, grandchild or son-or-daughter in law, employees shall be given leave from all their scheduled duties for three (3) consecutive working days following the death with pay to mourn the loss. Additional unpaid leave shall not be unreasonably denied

(b) Upon the death of a relative other than an immediate family member, employees shall be given a leave from their scheduled duties for one (1) day with pay to mourn the loss. Additional unpaid leave shall not be unreasonably denied.

18.02 Upon the death of a client, and at the request of the employee, the Employer shall pro-rate the Employee's required monthly hours to accommodate time spent without pay attending the client's funeral, provided that the funeral is within the geographic area of the bargaining unit.

18.03 In the event of a delayed interment or a delayed service, one of the days referenced in 18.01 may, upon request, be deferred.

18.04 In the event that a worker is absent from work due to bereavement leave, their expected minimum monthly hours shall be pro-rated.

18.05 Paid bereavement leave shall be calculated on the same basis as statutory holiday pay.

Article 19 - Pregnancy and Parental Leave

19.01 Employees shall be granted pregnancy and parental leave in accordance with the Employment Standards Act, 2000.

19.02 Employees will continue to receive group insurance benefits as long as the employee continues to pay their share of the premium (if any). Employees must provide a monthly cheque payable on the first of each month in which they will receive the benefits.

19.03 On resuming employment following the expiration of a pregnancy or parental leave, employees shall be reinstated in accordance with the Employment Standards Act, 2000.

Article 20 - Union Leave

20.01 Upon providing the Employer with a minimum of twenty days notice, and subject to operational requirements, stewards and bargaining committee representatives shall be entitled to up to five (5) unpaid days per year for purposes of attending to Union matters such as attending union conventions, conferences or seminars. Such leave shall not be unreasonably denied. The steward or union representative's minimum monthly training hours shall be prorated to account for this leave.

20.02 Upon providing the Employer with a minimum of twenty days notice, and subject to operational requirements, Joint Health and Safety Committee members and Health and Safety representatives shall be entitled to up to five (5) unpaid days per year for purposes of attending to Union-related educational joint health and safety matters such as attending union conventions, conferences, or seminars. Such leave shall not be unreasonably denied. The JHSC or H&S representative's minimum monthly training hours shall also be pro rated to account for this leave.

20.03 Employees elected or selected to positions within the Union that are full time will be granted a leave of absence for the duration of the period for which they have been elected or selected.

20.04 Union leave shall not be unreasonably denied.

20.05 For clarity, Union leave days outlined in 20.01 and 20.02 are complementary. In other words, if a worker is both a Steward and JHSC member, they will be entitled to 10 Union days.

Article 21 – Get Well/Volunteer Days

21.01 In accordance with the processes outlined in Appendix 1 of the Agreement, employees will be entitled to paid Get Well/Volunteer Days as follows:

Years of Service	Number of paid days per Calendar Year (January 1 to December 31)
Less than 2 years	2 days
2 years to 3 years	3 days
4 years to 5 years	4 days
6 years or more	5 days

21.02 Unused paid Get Well/Volunteer days may be carried over on a year to year basis, it being understood that there shall be no payout of unused Get Well/Volunteer days upon the cessation of employment, for any reason.

21.03 Paid Get Well/Volunteer Days may be used for the following reasons:

- Illness, injury, or medical emergency
- Illness, injury, medical emergency, death, or urgent matter concerning a family member
- Medical appointments
- Mental health needs
- Volunteering activities

21.04 Get Well/Volunteer Days are included as part of employees' entitlement to sick leave or personal emergency leave days, paid and unpaid, under the *Employment Standards Act 2000*, or any amendments thereto. Any unused sick leave or personal emergency leave days over and above the number of paid Get Well/Volunteer Days an employee is entitled to will not be carried over year-to year.

21.05 Paid Get Well/Volunteer Days may be taken in one-half or full-day increments, and will be paid at the rate of an employee's average daily earnings.

21.06 The minimum required monthly hours, as set out in Article 13 of the Agreement, shall be pro-rated in any month that an employee accesses such leaves.

Article 22 - Jury Duty and Public Service Leave

22.01 Employees summoned for jury duty shall be granted a leave of absence, without pay, from all of their workplace duties for the period summoned. Upon return from jury duty, the Employer will make every effort to restore their clients to them or assist in finding replacement clients.

22.02 Employees elected to parliament, the legislature or municipal office shall be given a leave of absence without pay for the period they are in public service.

Article 23 - Other Leaves of Absence

23.01 (a) All leaves mandated by government legislation, including but not limited to pregnancy and parental leave, and personal leave to attend to health matters and family illness, shall be granted as required.

(b) An Employee with at least two years of seniority may request a leave of absence without pay for personal reasons. Requests for such shall be made in writing to the Fitness Manager stating the proposed duration at least four (4) weeks in advance, except in cases of emergency.

(c) A leave of absence shall not exceed thirty (30) days, unless mutually agreed between the Employer and the Employee. Such agreement shall not be unreasonably withheld.

(d) Personal leaves shall not be used to seek employment with a competitor of the Employer.

ARTICLE 24- Internal Transfer Policy

24.01 Provided that all requirements for an internal transfer have been met, as outlined in the Employer's Internal Transfer Policy, employee requests for an internal transfer shall not be unreasonably denied by the Employer.

ARTICLE 25- Statutory Holidays

25.01 The Employer shall grant the following statutory holidays in accordance with the *Employment Standards Act, 2000*, or any revisions thereto, it being understood that employees are not permitted to train clients on such days:

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

25.02 Employees shall NOT work on statutory holidays.

ARTICLE 26- Personnel File

26.01 Employees may, upon request, be allowed to examine the contents of their personnel file in the presence of management no more than twice annually.

26.02 The Employer shall provide a copy of any disciplinary or discharge notice to the Employee and the Union at the time of the discipline or discharge.

ARTICLE 27- Uniforms

27.01 Upon hire, the Employer shall provide each employee with one of the employee's preferred uniform. Following completion of their probationary period, each trainer shall be provided with a second preferred uniform by the Employer. Employees shall then be provided with two additional uniforms on their anniversary date. Employees have six (6) months after their anniversary date to redeem their uniforms.

ARTICLE 28- Workplace Health and Safety

28.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.

28.02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to form a Joint Health and Safety Committee in accordance with the above-mentioned legislation.

28.03 As required by the Occupational Health and Safety Act, a Health and Safety Representative or Joint Health and Safety Committee, as may be required by the Act, will be created at each worksite.

28.04 The Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to health and safety.

28.05 The Employer agrees to cooperate in providing necessary information to enable the committee to fulfill its obligations.

28.06 The terms of reference, procedure and methods of operations shall be determined by the Committee.

28.07 The Employer shall inform its employees of any situation relating to their work which may endanger their health and safety as soon as it learns of the said situation.

28.08 The Employer shall provide well-stocked first aid kits which shall be kept in clean and sanitary dust-proof containers and shall be available in all work areas.

28.09 Where the Union reasonably believes that there is a health and safety issue in a particular club, the Union may provide the Employer with a written request for a copy of the previous months' inspection report, which request shall identify the concern. The Employer will send a copy of the requested monthly inspection report to the union representative within fifteen days following receipt of the request.

ARTICLE 29- Compensation – Premium and Team Training

29.01 Premium training is defined as premium personal training, partner training, team training, Personal Training Alternatives and PT promotional sessions.

29.02 Employees shall be compensated for premium training and PT Starter/Life Changer as follows:

(a) Region B

Type	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
PT Region B	\$16	\$21 - \$23	\$28 - \$30	\$35 - \$37	\$42 - \$44	\$49 - \$51
Partner Training B	Level 1+ \$2.50	Level 2+ \$6.00	Level 3+ \$9.50	Level 4+ \$13.00	Level 5+ \$16.50	Level 6+ \$20.00
PT Starter/Life Changer	\$14					
Personal Training Alternatives and PT Promotional Sessions	\$20					
FST	\$42-\$44					
FMT	\$21-\$22					

(b) Region C

Type	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
PT Region C	\$15.65	\$20.65 - \$22.65	\$27.65 - \$29.65	\$34.65 - \$36.65	\$41.65 - \$43.65	\$48.65 - \$50.65
Partner Training C	Level 1+ \$2.50	Level 2+ \$6.00	Level 3+ \$9.50	Level 4+ \$13.00	Level 5+ \$16.50	Level 6+ \$20.00
PT Starter/Life Changer	\$14					
Personal Training Alternatives and PT Promotional Sessions	\$20					
FST	\$41.65-\$43.65					
FMT	\$20.82-\$21.82					

29.03 Personal Trainers leading Team Training sessions will be paid an amount equal to 45% of the per session revenue collected.

29.04 Employees who are at their level’s cap and then level up shall remain at the cap for their new level.

ARTICLE 30 - Non-Premium Training

30.01 Until such time that the Government of Ontario introduces changes to the minimum wage, employees shall continue to be paid \$14.00/hour for prospecting, after which the rate will be adjusted to match that given to non-bargaining unit personal trainers in Ontario. Employees shall be paid the statutory minimum wage (which as at the date of this Agreement is \$14.00/hour) for all other work that is not identified in Article 29 of this Agreement.

ARTICLE 31- Commission

31.01 Employees shall be entitled to receive the following commissions:

- (a) Personal training contracts sold by the employee: 10% of the contract value;
- (b) Auto renewal payments: 10% of each payment collected by the Employer, payable to the assigned_trainer on record.
- (c) Team Training contracts sold by the employee: 10% of the contract value;
- (d) Personal Training Alternative sessions sold by the employee: 5% of contract value

NOTE: Commissions are submitted to payroll after the 10-day regret period is completed on all new contract sales. For Auto Renewals the commission is submitted as each payment is collected.

31.02 The Employer will provide information to employees on how to access up-to-date commission reports.

ARTICLE 32- Bonuses and Incentives

32.01 (a) Employees who meet or exceed 120 hours of premium training in a month will receive a top-up of \$2.00 per session.

(b) Employees who meet or exceed an average of 120 hours of premium training in the Employer's fiscal quarter will receive a top-up of \$2.00 per session in each of the months in that quarter.

NOTE: There will be no duplication of payments.

32.02 Where an employee is eligible for the 120 Bonus, the employee will not lose their eligibility to be paid the 120 Bonus as a result of having received overtime pay.

ARTICLE 33- Professional Development for New Employees/Onboarding

33.01 Employees, upon hire, shall be provided with the following training, payable at the statutory minimum hourly rate:

- (a) Week 1 **20 hours**
- (b) Week 2 **20 hours**
- (c) Week 3 **25 hours**
- (d) Week 4 **5 hours**

33.02 All new hires are required within their first seventy-five (75) days to complete Personal Trainer Base Camp and GoodLife Personal Training Institute (GLPTI) (or equivalent, as determined by the Employer). Failure to complete any such programs within the first three (3) months shall be cause for dismissal.

ARTICLE 34- Certification and Training

34.01 All employees are required to have and maintain a valid Canadian Fitness Professionals Personal Training Specialist certification (or equivalent, as determined by the Employer) as well as a valid (within one year) CPR A certification. Upon hire, trainers will have seventy-five (75) days to complete such certifications. Failure to complete such certifications within the first three (3) months shall be cause for dismissal. The list of certifications acceptable to the Employer is attached at Appendix 4.

34.02 Employees, upon submitting proof of completion of any approved course/education program, will be entitled to receive the following annual Education Allowance reimbursement:

- (a) Employees with one (1) but less than five (5) years' service- an amount equivalent to 50% of the cost of the subject course(s), to a maximum of \$1000 per year.
- (b) Employees with more than five (5) years' service- an amount equivalent to 50% of the cost of the subject course(s), to a maximum of \$2000 per year.

NOTE: While agreed that members will be included regardless of hours worked and trainer efficiency, employees must still meet the years-worked thresholds.

ARTICLE 35- Job Classification ("Levelling Up")

35.01 Providing an employee has met the requirements for "levelling up" as outlined in the Black Belt Program, employee requests to level up shall not be unreasonably denied by the Employer.

35.02 Employees will be paid their non premium training rate for time spent in exam protocol meetings with management that are part of the levelling up process.

35.03 Minimum monthly hours shall be pro-rated for time spent in education courses that are part of the levelling up process.

ARTICLE 36- Health and Welfare Benefits

36.01 Participation in the Employer's Health and Welfare and Long Term Disability (LTD) Plans shall be optional.

36.02 In order to initially qualify for and enroll in the Employer's Health and Welfare and LTD Plans, employees must work an average of twenty (20) "all in" hours per week for three (3) consecutive months.

36.03 An employee who initially qualifies for and enrolls in the Employer's Health and Welfare and LTD Plans will remain eligible unless, on a six (6) month rolling average, the employee fails to work an average of at least twenty (20) "all in" hours per week.

36.04 The Employer shall pay 50% of the premium cost of the Health and Welfare Plan while employees shall be fully responsible to pay the premiums associated with the LTD Plan.

36.05 For the purpose of clarity, an employee must enroll in both the Health and Welfare and LTD Plans.

ARTICLE 37- Successor Rights

37.01 The Employer acknowledges that it will be bound by the "sale of business" provisions of the Labour Relations Act.

ARTICLE 38 – Exclusivity of Employment with GoodLife

38.01 While employed by the Employer, Personal Trainers will not, without prior written consent of the Employer, directly or indirectly engage in, or be interested in, any other business which is, or may reasonably be considered to be contrary to the interest of, or in competition with the Employer.

ARTICLE 39- General

39.01 All employees shall have access to appropriate toilet, shower, changing and locker facilities.

ARTICLE 40- Duration

40.01 The Collective Agreement is in effect until May 31, 2022.

Letter of Understanding #1-Union Representatives

Stewards shall not interrupt employees while employees are engaged with a client, nor should a steward interrupt their own client training session to attend to Union business. Stewards may re-schedule client sessions with a minimum of 48 hours' notice, with the Employer permission, to attend scheduled grievance and Labour Management meetings. Such permission shall not be unreasonably denied.

Letter of Understanding #2 – Benefits

The Union and the Employer will meet once a year prior to the Employer's annual benefit review to consult and hear the Union's feedback and any concerns about the health and welfare benefits.

Letter of Understanding #3 – “Me Too”

Where the Employer introduces an increase to the level of compensation or introduces new and improved benefits to Personal Trainers outside of the bargaining units, the members of the bargaining units shall also be entitled to the same improvements or increased compensation on the same terms and conditions. However, should there be any changes to the benefits plan arising out of GoodLife's annual benefit review, including but not limited to change of providers, these changes would apply to bargaining unit employees in the same manner as non-bargaining unit employees.

Letter of Understanding #4 - Vacations

Employees are not expected to perform work over the course of a weekend in which their vacation falls.

Letter of Understanding #5 – Job Classification/“Levelling Up”

The parties agree that the “Blackbelt”/“Levelling Up” Program (“Program”) shall be appended to this Collective Agreement as an appendix.

The Employer shall endeavour to provide 30 days' notice of any change to the Program to the Union in writing.

While the Union agrees that the Program shall be outside of the Collective Agreement, the Parties agree that the Union shall retain its ability to grieve and arbitrate issues related to the Program under the following circumstances: if the Employer allegedly applies the Program to a member in a manner which is arbitrary, discriminatory, or in bad faith, or which violates the Human Rights Code or any other legislation.

Letter of Understanding #6 – Continuation of Programs

The following programs will be continued during the term of the Collective Agreement, consistent with the terms and conditions thereof:

- Awards and Incentives – employees will be entitled to participate in the same awards and incentive programs that non-unionized Personal Trainers enjoy, on the same terms and conditions that generally apply

- Memberships – employees will be entitled to one personal complimentary membership, one additional complimentary membership and two discounted memberships for family and friends, on the same terms and conditions that generally apply
- Discounts – will continue regarding CanFitPro and personal training
- Associate referral program

APPENDICES (for informational purposes only)

APPENDIX 1 - SICK DAYS

APPENDIX 2- BLACK BELT PROGRAM

APPENDIX 3 – INTERNAL TRANSFER POLICY

APPENDIX 4 – ACCEPTED CERTIFICATIONS

APPENDIX 5- TE CALCULATIONS