

COLLECTIVE AGREEMENT

between



**YMCA YWCA of The
National Capital Region**
(herein called the "Employer")

and

SCFP • CUPE

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 5209-01**
(herein called the "Union")

July 31, 2021 to July 30, 2024

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PREAMBLE

It is the desire of both parties of this agreement:

To maintain and improve the relations of employment between the Employer and the Union.

To provide ongoing means of communication between the Union and the Employer

It is recognized that the Employees wish to work together with the Employer to provide best in class service for clients and to encourage efficiency in all operation.

To promote the well-being and security of all employees in the bargaining unit of the Union.

Present Conditions to Continue

All rights, benefits, privileges, practices and working conditions which employees now enjoy, receive, or possess shall continue insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

Both parties agree to act in a fair and reasonable manner.

The wage rates reflect the maximum increases in rates of pay allowable under the Government of Ontario's wage restraint legislation, *An Act to implement moderation measures in respect of compensation in Ontario's public sector*. Under that legislation, the maximum increase in rates of pay, and/or to any other existing additional remuneration, is 1%/1%/1% over three years.

Should any challenge to the constitutionality of the wage restraint legislation in which the Canadian Union of Public Employees is a plaintiff be successful, the parties agree to reopen the Agreement with respect to compensation.

ARTICLE 1 – RECOGNITION

1.01 The Employer recognizes the Canadian Union of Public Employees as the bargaining agent for all Aqua Fitness Instructors, Senior Team Leaders, Team Leaders, Lifeguards, Instructors, and Advanced Instructors employed at the YMCA-YWCA of The National Capital Region in the City of Ottawa, Ontario, save and except Master Swim Coaches, Volunteers, Supervisors and persons above the rank of supervisor.

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

1.03 Work of the Bargaining Unit

- a) Other than bargaining unit employees, only Aquatics supervisors and coordinators can perform the work of the bargaining unit when employees are not available, and for the purpose of instruction, training or on an emergency basis.
- b) No bargaining unit employees shall be laid-off as a result of work performed by volunteers. Volunteers shall be supplementary to the employees in the bargaining unit.

1.04 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/ advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

1.05 Definitions

For the purpose of this agreement, the following items will be defined as follows:

- a) Definition of Employees
 - i. Full-time Employee is any Bargaining Unit member who is regularly scheduled to work for forty (40) hours per week.
 - ii. Part-time Employee is any Bargaining Unit member who makes a commitment to the Employer to be available and is scheduled to work regular shift(s), less than forty (40) hours a week.

- iii. Casual Employee is any Bargaining Unit member who is employed on a relief or a replacement basis and is available for call-ins as circumstances demand.
 - iv. Aqua Fit Instructor is a Bargaining Unit member who is scheduled to teach Aqua Fit Classes based on operational requirements.
- b) For the purpose of this Collective Agreement it is understood that wherever the singular or masculine is used, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01** The Employer retains all the rights and privileges customarily vested with management, save and except as expressly limited by a provision of this agreement.

ARTICLE 3 - MAINTAINING AN ENVIRONMENT OF RESPECT

3.01

- a) The Employer is committed to providing and maintaining a work environment in which all employees are treated with respect and dignity, and in a manner free from any type of harassment or discrimination.
- b) The Employer and the Union agree not to interfere with the rights of Employees designated within the scope of the Agreement, and there shall be no discrimination, interference, restraint and coercion by the Employer or the Union, against any employee because of membership or non-membership in the Union, or against any Union Representative because of Union activity within the provisions of this Collective Agreement.
- c) The Employer and the Union agree that every employee has a right to freedom from harassment in the workplace and to equal treatment with respect to employment without discrimination because of; race, ancestry, colour, creed (religion), age, sex, record of offences, marital status (including same-sex partners), sexual orientation, family status (including pregnancy), gender identity and gender expression, disability, citizenship, ethnic origin, place of origin, in accordance with the Corporate Policy, the Ontario *Human*

Rights Code and the Occupational Health and Safety Act.

- d) Workplace harassment and discrimination will not be tolerated from any person in the workplace. All employees must be dedicated to preventing harassment.

3.02 The parties agree that, employees in same-sex relationships shall be deemed to have the same marital and family status as employees who are married or in common-law relationships with respect to all matters covered by this Agreement.

3.03 Harassment defined

Harassment is engaging in a course of vexatious comments or conduct against a worker in a workplace that is known or ought to reasonably be known to be unwelcome.

Harassment may consist of one incident or a series of incidents in which an employee receives attention of such a nature that could be considered to be offensive, intimidating, hostile or creating or contributing to a poisoned work environment.

3.04 Sexual Harassment

Sexual Harassment is bullying or coercion of a sexual nature or the promise of rewards in exchange for sexual favours. It encompasses all comments and behaviour related to gender, which are offensive. Unwanted compliments on appearance as well as insults, persistent discussion of sexual matters, and sexually oriented comments about others constitute sexual harassment. Sexual harassment is behaviour that can undermine the employee health, job performance, workplace relationship or endangers an employee's status or potential. Sexual harassment shall include, but is not limited to:

- a) Unnecessary touching or patting;
- b) Suggestive remarks or other verbal abuse;
- c) Leering at a person's body;
- d) Inappropriate display of sexual pictures or materials;
- e) Compromising invitations;
- f) Demands for sexual favours;
- g) Sexual assault (as defined by the Criminal Code).

Harassment may also relate to a form of discrimination as set out in the Human Rights Code.

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

3.05 Violence

The Employer will not tolerate any type of violence in the workplace and views such actions very seriously and will make every reasonable effort to identify and mitigate all potential hazards and risks relating to workplace violence.

Acts of violence against employees, visitors, members, guests, students, or other individuals or on anyone on our property will not be tolerated. Acts of violence can lead to disciplinary actions up to including termination of employment and the involvement of law enforcement as needed.

3.06 Workplace Violence Defined

Workplace violence is:

- a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or
- c) A statement or behaviour where it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

ARTICLE 4 – STRIKES AND LOCK-OUTS

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

ARTICLE 5 – LABOUR-MANAGEMENT COMMITTEE

- 5.01** The parties agree to the formation of a joint Labour Management Committee to discuss issues of mutual interest and to share information.

The Committee will be composed of three (3) management representatives and three (3) employee representatives. Such employee representatives shall suffer no loss of earnings for time spent during his regularly scheduled working hours in labour-management committee meetings.

- a) The agenda shall be set by mutual agreement five (5) working days prior to the scheduled meeting.
- b) The parties shall schedule at a mutually agreeable time.
- c) The meeting may be canceled upon reasonable notice by either party.
- d) It is understood and agreed that the committee will not discuss any grievances nor will any discussion prejudice the grievance procedure.
- e) In the event the parties are unable to agree on a disposition of a matter of mutual concern, each party agrees to state in writing their position and the reasons for the dispute.
- f) Minutes of the Labour Management Committee meeting shall be recorded on a rotating basis and copies of the committee minutes shall be distributed to each member of the committee with a copy sent to the Recording Secretary of the Union.
- g) The position of Chairperson shall rotate every meeting.

ARTICLE 6 - UNION SECURITY

6.01 Union Security

All employees of the Employer whose jobs are within the scope of this agreement, after the commencement of employment, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. The Employer shall deduct from every employee any dues levied by the Union on its members.

6.02 Deductions

Deductions shall be made from the payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 7th day of the month following, accompanied by a list of the names, addresses, phone numbers, job status, earnings and dues deducted, of all employees from whose wages deductions have been

made. This list will also include the names and addresses of the employees terminated during that month. An electronic copy of this list shall also be forwarded to the Secretary of the Local Union.

When there is to be any change in the amount of authorized monthly deductions to be checked off for any employee the Union shall inform the Employer in writing of the change at least 2 weeks prior to the month in which the change is to be effective.

6.03 Potential and New Employees

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and his rights and duties under it. For this purpose, the Union shall have prepared sufficient electronic copies of the agreement within a reasonable time of its execution and the parties shall share equally in the printing costs.

The Employer agrees to acquaint potential and new employees with the fact that this Agreement is in effect and inform them of the conditions of employment set out in the articles dealing with Union Responsibility, Union Security and Dues Check-Off.

6.04 Every new employee shall be given an opportunity to meet with a representative of the Union for twenty (20) minutes during the first two (2) weeks of employment for the purpose of acquainting a new employee with the benefits and duties of the Union membership. Where an employee is not scheduled to work within the first two (2) weeks of their first date of employment, he shall be given the opportunity to meet with a representative of the Union within his first five (5) shifts.

The Union will provide to the employer with a copy of the materials used in such session and will not disparage the employer during the presentation.

6.05 Notification of new hires

The Union shall be notified via e-mail, of the full name, position and employment status (full-time, part-time, casual), start date and work location of all employees hired into the bargaining unit within ten (10) days of their first day of employment.

The Union shall also be provided contact information for each new hire (e-mail & cell number) if it is made available to the employer.

6.06 Staff Meetings

Staff meetings will be done on the Employer's time. Employees not at work required to attend the Employer's meeting will be paid a minimum of two (2) hours to attend the meeting.

Staff Training (In-Service)

Staff training will be done on the Employer's time. Employees not at work required to attend the Staff Training will be paid a minimum of two (2) hours to attend. Staff Training shall be mandatory. Employees who can't make the home branch training will make arrangements to attend training covering the same topics and will arrange for a home branch specific briefing.

In exceptional circumstances, the employer will work with the employee to facilitate the training participation

6.07 Union Meeting on premises

The Employer will permit the use of its premises for the purposes of Union meetings based on booking availability and with priority going to external paid bookings.

The Union shall have reasonable access to a meeting room for Union stewards to prepare for meetings with the Employer and for committee meetings, other than negotiation committee meetings.

6.08 Work Site Access

The Union will be given access to work sites to meet with employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid. In order to be provided access, the Union representatives will be required to comply with the Employer's Child Protection Policy.

6.09 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have assistance of a representative of CUPE, when dealing or negotiating with the Employer. Such representative shall have access to the Employer's premises, prior arrangement with the Employer, in order to investigate and assist in the settlement of a grievance.

6.10 T4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

ARTICLE 7 - UNION – MANAGEMENT RELATIONS

7.01 Representation

Upon request, the Union will supply the Employer with the names of its officers and the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

Each side will inform the other of any subsequent changes, including any representatives added or withdrawn.

7.02 Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out negotiation's functions (up to a maximum of 2 employees and the local President for a maximum of 40 hours paid per employee). Permission to leave work during working hours for such purposes shall first be obtained from the direct supervisor.

7.03 Correspondence Union and Management

All correspondence between the parties, arising out of this Agreement shall pass to and from the Employer's Vice-President of Health, Fitness and Aquatics and Children Services or designate, and the Local Union President or designate.

7.04 Correspondence Employees and Employer

All correspondence for all the bargaining unit employees such as notices, memo, training date and will be communicated on the guard office bulletin board.

Job posting will be made available on the main website of the employer.

7.05 Negotiating Committee

The Employer acknowledges the right of the Union to appoint or otherwise select up to (3) three employees to form the Negotiating Committee. The Union will advise the Employer in writing of the Union nominees to the Committee.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCESS

8.01 Recognition of Union representatives

The Employer will recognize representatives of the Union authorized by the Union to attend meetings provided for under the Collective Agreement. The Union agrees to notify the Employer in writing in advance of the name of its representatives.

8.02 Meeting between Management and the Union

When meetings are held between Union representatives and the Employer, the Employer will make every effort to schedule such meetings in their entirety during the employee's regular working hours. When the meeting takes place during the employee's regular working hours, time spent attending the meeting shall be considered time worked and the members shall suffer no loss of pay. When the meeting takes place outside the employee's regular working hours, the time spent attending the meetings will be paid. The Grievor shall have the right to be present at all steps of the grievance procedure and shall be accompanied by a Union Representative.

8.03 Permission to Leave Work

The Employer agrees that the grievor and Union Representative may leave assigned duties temporarily in order to discuss matters related to a grievance. The grievor and Union Representative shall request advanced permission of their supervisor(s). Such permission shall not be unreasonably withheld. Neither the grievor nor Union Representative shall suffer any loss of pay for the time so spent.

8.04 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.

8.05 Settling of Grievance

An earnest effort shall be made to settle grievances fairly and promptly.

8.06 Early Resolution

If an employee has a complaint he wishes to bring to the attention of the

Employer, he will first take the matter up with his immediate supervisor. The employee may do this alone or he may request his Union representative to accompany him. The Employer will reply to the complaint within five (5) days.

8.07 Step 1

If the reply of the supervisor is not satisfactory to the employee concerned, the complaint will be stated in writing as a grievance and within ten (10) days after the supervisor's reply, will be forwarded by the employee or Union representative to the Regional Manager or his designate. Within a further ten (10) days the Regional Manager or his designate will meet the Union representatives to discuss the grievance. A written reply to the grievance will be given within ten (10) days after this meeting has been held.

8.08 Step 2

Failing satisfactory settlement being reached in Step 1, the Union representative will, within ten (10) days of receipt of the decision under Step 1, submit the grievance to the Vice-President of Health, Fitness and Aquatics and Children Services, or his designate. A meeting will be arranged to discuss the grievance. The Vice-President of Health, Fitness and Aquatics and Children Services, or his designate, shall render his decision within ten (10) days, from the date the grievance was submitted under Step 2, or within ten (10) days from the date of the meeting held to discuss the grievance at Step 2.

8.09 Mediation

By mutual consent, the parties may agree to use the services of a Mediator. The parties agree to equally share the costs of the mediation.

8.10 Replies in Writing

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

8.11 Definition of Working Days

"Day" as used in the Grievance and Arbitration procedure shall mean any business day other than Saturday, Sunday or a recognized holiday.

8.12 May Omit Grievance Steps

Grievances related to a discharge shall be filed at Step (2) two of the grievance procedure.

ARTICLE 9 - ARBITRATION

9.01 Referral to Arbitration

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

A Notice of Intent to arbitrate shall be forwarded to the other party within 21 days. The party electing arbitration shall submit the name of at least (three) 3 arbitrators to the other party. If the parties are unable to agree on the choice of an arbitrator within thirty (30) days after notice of intent has been received, the Minister of Labour will be requested to appoint an arbitrator.

9.02 Payment for Arbitration

Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

9.03 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.

9.04 Decision of 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.

9.05 Time limits

Unless the parties mutually agree to extend the time-limits under this section:

- a) In the event that the initiator of the grievance fails to follow the procedures and the time-limits specified in this section, the grievance is deemed to be forfeited and abandoned.
- b) If the party refuses or neglects to answer a grievance within the stipulated time-limits of the grievance procedure, the other party may commence arbitration proceedings.

ARTICLE 10 - SUSPENSION, DISCIPLINE AND DISCHARGE

10.01

- a) The authority to suspend, discharge or otherwise discipline an employee rest with the Employer. An employee who has completed the probationary period may be discipline, suspended or discharged for just cause.
- b) In the cases of discharge or discipline, the burden of proof of just cause shall rest with the Employer.

10.02 Right to have Union representative present

An employee shall have the right to have his Union representative present at any discussion with supervisory personnel, which the Employer believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview. Such notification shall be in writing and shall include the subject that the employer wishes to discuss during the interview. The Employer shall also notify the employee of their right to have a Union representative present at the interview. A Union representative or Local Officer may have the right to consult with a C.U.P.E. staff representative and may have him present at any discussion with supervisory personnel which might be the basis of disciplinary action.

10.03 Investigation

When disciplinary action is contemplated, the employee may be held out of service for scheduled shifts with pay, in order for a thorough investigation to be conducted.

10.04 Clearing the File

Disciplinary letters shall be removed from an employee's file after eighteen

(18) months providing there has been no further disciplinary action. Disciplinary action related to workplace violence or harassment shall be removed from the employee's file after twenty-four (24) months providing there has been no further disciplinary action.

10.05 Discipline Notices

When an employee is disciplined, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discipline.

10.06 Progressive Discipline

Formal discipline, in accordance with the principle of progressive discipline, may take the form of a verbal warning, a written warning, a suspension or a termination.

Notwithstanding the above, depending on the nature or severity of the conduct any of these steps may be skipped.

10.07 Personnel File

a) Access to File

An employee shall have the right during normal business hours of the administration office to have access to a copy of and review his personnel file. An employee shall have the right to respond in writing to any document contained therein. Such reply will remain until such time as the disciplinary notice it relates to is removed from the file.

The employee is entitled to make copies of any document on the file.

b) Contents

Employees may submit to the Employer items such as certification of training, or diploma related to the workplace, courses, workshops and letters of commendation to be added to their file at any time.

c) Confidentiality

Personal records will be kept confidential except as required by law or under the provisions of this agreement. Any employee that would like a verbal or written reference shall provide written signed consent.

ARTICLE 11 – SENIORITY AND JOB POSTINGS

11.01 Seniority Defined

Seniority shall be on a Bargaining Unit wide basis and shall mean length of service in the Bargaining Unit, calculated in hours. An employee shall accrue a maximum of 2080 hours per year.

Seniority for all employees shall be calculated on hours paid from the date of hire, with 2080 hours paid being considered as equivalent to one (1) year. For the purposes of this provision, paid hours include paid leaves of absence, paid sick leave, vacation, public holidays for which the employee is eligible, paid and unpaid Pregnancy and/or Parental leaves.

An employee shall lose seniority in the event that:

- a) She is discharged for just cause and is not reinstated through grievance procedure or arbitration;
- b) She resigns in writing from her employment
- c) She is absent from work in excess of three (3) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- d) Fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so unless alternative arrangements for reporting to work are made with the Employer designate within that seven (7) days. It is the responsibility of the employee to keep the Employer informed of her current address.
- e) She is laid off in excess of twenty-four (24) months.

11.02 Seniority List

The Employer shall maintain one seniority list for all employees calculated in hours. An up-to date seniority list shall be sent to the Union and posted on the main bulletin board in January and July of each year. An employee's name shall not be place on the seniority list until she has completed her probationary period as outlined in article 11.08

The posted seniority list will be used for all purposes set out in the Collective Agreement save and except for promotions and layoffs. For

promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the notice of lay-off was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified within the bargaining unit.

11.03 Layoff and Recall

A lay-off is defined as elimination of a position or an employee who has a regular work week is laid off for a week, if in that week, the employee earns less than one-half the amount that he or she would earn at his or her regular rate in a regular work week.

The employer shall give the Union and employees who are to be laid off, as much advance notice as possible, and in no case less than thirty (30) working days prior to the effective day of layoff.

Meet with the Union through the Labour Management committee to review the reason and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit. Any mutual agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in the Collective Agreement.

An employee in receipt of layoff may:

- a) accept the layoff; or
- b) opt to resign and receive severance; or
- c) opt to retire; if eligible under the terms of the Pension Plan or
- d) may displace an employee on a bargaining unit wide basis if they:
 - i) have more seniority;
 - ii) have the necessary skills and abilities;
 - iii) meet bona fide occupational qualifications; where applicable
 - iv) displace into a position which has equal or lower job rate than the job rate of their current position.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

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.

The Employer shall notify the Union where there are recalls.

11.04 Method of promotion

In making staff changes through:

- a) A promotion
- b) The filling of a newly created position
- c) The filling of a vacancy in the same classification

Where qualifications, skills, abilities, knowledge, experience and capacity to do the job are relatively equal, the appointment shall be made of the applicant with the greatest seniority.

11.05 Job Postings

- a) When the Employer decides to fill a new job or permanent vacancy, the Employer shall post such new job or permanent vacancy for a period of ten (10) working days. Such job postings shall contain the job title, status, rate of pay, job profile and that it is a CUPE Bargaining Unit Position. It is agreed that a successful internal applicant for the job will be on trial for ten (10) shifts. 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 trial period, they shall be returned to his former position without loss of seniority or benefits, at his former wage.
- b) Temporary vacancies of less than six (6) months do not need to be posted and the Employer shall give first consideration to internal employees. Where such a position is filled by an existing employee, such employee's consent is required. Any appointee at the end of the temporary period shall be returned to their former position and status.
- c) The local shall be notified of the elimination of any vacant positions.

11.06 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his written consent. An Employee who consents in writing to be transferred and/or promoted to a position outside of the bargaining unit shall not accumulate seniority within the bargaining unit during such

transfer and/or promotion. In the event that the employee is returned by the Employer to a position in the bargaining unit, the employee shall be credited with the seniority held immediately prior to the transfer and/or promotion and shall resume accumulation from the date of their return to the bargaining unit.

In the event an employee transferred and/or promoted out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months from the start date of the transfer and/or promotion, he shall accumulate seniority during the period of time outside the bargaining unit.

11.07 The Employer shall, at the time of hiring, provide all new employees with a letter stating:

- a) starting wage;
- b) classification according to Schedule "A" of this Agreement;

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

11.08 Probationary Period

- a) All employees shall be on probation for a period of three (3) months from the date the employee enters the bargaining unit.
- b) During the probationary period, the employee shall be entitled to all rights and benefits of this agreement except with respect to discharge. The employment such employees may be terminated at any time during the probationary period without recourse to the grievance procedure.
- c) After the completion of the probationary period, seniority shall be effective from the original date of hire.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

12.01 Hours of Work

Meal Break

- a) Any shift of five (5) hours or longer, shall include an uninterrupted paid thirty (30) minutes break. The meal break shall be scheduled based on operational requirements.

Rest Periods

- b) For shifts of eight (8) hours, all employees shall be permitted a paid rest period of fifteen (15) consecutive minutes in the shift.
- c) In no instance will any employee be required to work more than five (5) consecutive days without receiving her day off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day or days per week.
- d) Two days off in a row shall be planned for all full-time employees.
- e) The hours of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. The schedule will be posted in ink and sent electronically to all staff members. This schedule will not be changed without the consent of the employee involved. The Union shall receive a copy of the said schedules on request.
- f) No employee shall be required to work a split shift. Notwithstanding, an employee may choose to work a split shift provided that overtime is not triggered.
- g) Administration time paid will be provided to complete specific tasks when is required for operational requirements.

The expectation is that the employees will be ready to perform their role at the start of their shift

12.02 Work week definition

The work week shall be the period from Sunday to Saturday.

12.03 Minimum Hours

Management maintains the language

When an employee who regularly works more than three (3) hours a day is required to report to work but work less than three (3) hours, will be paid the highest:

- a) three (3) hours at their regular rate of pay, or
- b) the amount the employee earned for the time worked and wages equal to the employee's regular wage for the remainder of the three (3) hours.

The reporting pay shall not apply whenever an employee has received more than twenty-four (24) hours notice not to report for work.

12.04 Time Off Between Shifts

Employees are to be allowed a minimum of eight (8) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift. Notwithstanding, an employee may choose to work another shift in the eight (8) hour time frame at the regular rate of pay provided that overtime is not triggered.

12.05 Shift Scheduler

Service quality and consistency are vital for aquatics programming. Management maintains its right to make modifications required.

- a) Teams leaders during lessons and YMCA Swim Instructor should not give away or switch more than (2) instructional shifts per session.
- b) The Employer will be responsible to manage, change, approve and find a shift replacement for days off, vacation, and leaves that have been requested with a minimum of fourteen (14) days' notice. Any schedules changes made without fourteen (14) days' notice will be at the employee's responsibility.

- c) Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other employees, with prior management approval.

- d) Give Away Shifts

With prior management approval, part-time and casual employees will be permitted to give away shifts provided that the employee secures a replacement and communicates the name of the replacement to their supervisor.

12.06 Available Shifts

When extra shifts are available, the available shifts shall be sent to all part time and casual employees via electronic means. The first employee to accept to work extra shifts shall be allowed to choose up to three (3) shifts provided that the choice does not trigger overtime.

12.07 Notification to Employer

An employee who is unable to report for duty on her scheduled shift shall notify the Employer of this fact in advance of the commencement or at least a minimum of two (2) hours before her scheduled shift; provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond her control

12.08 Employees Availability

- a) The Employer shall provide the Statement of Availability form one and a half (1.5) month before the start of the session. The employees must submit a signed Statement of Availability via electronic means to the immediate supervisor or his or her designate by the 10th day of receiving the Form. Seniority shall prevail in shift assignment
- b) Any changes in availability must be negotiated and mutually agreed upon between the Employer and Employee. Agreement to such changes shall not be unreasonably withheld.
- c) Once the shift is accepted by an employee it is considered committed unless excused due circumstances beyond her control.

ARTICLE 13 – SCHEDULING EXTRA HOURS

13.01 When extra shift are available, the available shifts shall be sent to all part time and casual employees via electronic means. The first employee, starting with the most senior qualified, to accept to work extra shifts shall be allowed to choose up to three (3) shifts provided that the choice does not trigger overtime.

13.02 For the purpose of this Article, the Employer shall post a seniority-based employee list on a quarterly basis and new hires will be added to the list according to hire date.

ARTICLE 14 - HOLIDAYS

14.01 The following days will be recognized as paid holidays:

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

14.02 Holiday Qualification

In order to be entitled to receive payment for these holidays, the employee must work her scheduled working day immediately preceding or the working day following the holiday unless on a leave absence or absent due to illness.

14.03 Payment for Working on a Holiday

- a) If an employee works on any of the holidays, the employee shall be paid at the rate of time and one half (1 ½) her regular hourly rate of pay for all hours worked on such holiday
- b) When any of the above noted holidays fall on an employee's regularly scheduled day off, the employee shall receive public holiday pay for the holiday.
- c) Where possible, employees who work Christmas Day will not be required to work on New Year's Day.

ARTICLE 15 – VACATION

15.01 Vacation Entitlement Year

Annual vacation entitlement is based on a calendar year, from January 1 to December 31.

15.02 Length of Vacation

Full-Time employees who have:

- a) less than twelve (12) years of continuous employment service shall earn fifteen (15) days of vacation pay per calendar year of active

service at a rate of 1.25 days for every month that the employee works at least ten (10) days.

- b) Twelve (12) years or more of continuous employment service shall earn twenty (20) days of vacation time with pay at a rate of 1.67 days for every month of active service that the employee works at least ten (10) days.

Part-time, Casual employees and Aqua Fit Instructors who have:

(Vacation pay shall be paid on gross earnings and paid bi-weekly)

- a) Less than 5999 accumulated hours worked are entitled to vacation pay at 4%.
- b) More than 6000 but less than 10,999 accumulated hours worked are entitled to vacation pay at 6%.
- c) More than 11,000 accumulated hours worked are entitled to pay at 8%.

15.03 Illness During Vacation

Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee that a serious illness or accident occurred while on vacation.

It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

15.04 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, she shall be granted an additional day's vacation with pay for each holiday, in addition to her regular vacation time.

15.05 Vacation Pay on Termination

An employee terminating her employment at any time in her vacation year before she has had her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

15.06 Unbroken Vacation Period

An employee shall be entitled to receive her vacation in one week

periods to a maximum of (3) three consecutive weeks, unless otherwise mutually agreed upon between the employee concerned and the Employer.

15.07 Vacation Scheduling – Summer

Employees, who do not submit their vacation request prior to April 1st of any year, may have their vacation request approved, provided that it does not disrupt the operational requirements of the Centre. Such requests will be considered on a first come, first served basis. Vacation schedules shall not be changed unless mutually agreed to by the employee and Employer.

15.08 Vacation Scheduling – Christmas Period

Employees, who do not submit their vacation request prior to October 1st of any year, may have their vacation request approved, provided that it does not disrupt the operational requirements of the Centre. Such requests will be considered on a first come, first served basis. Vacation schedules shall not be changed unless mutually agreed to by the employee and Employer.

15.09 Seniority in Vacation Preference

Employees are encouraged to discuss with co-workers their vacation plans and try to coordinate their vacation by March 31st. In the event of conflict, vacations will be granted, first on the basis of seniority, for employees making application prior to March 31st of each calendar year. Vacation requests submitted on or after April 1st will be granted in order of their date of submission.

15.10 Approved Leave of Absence during Vacation

Where an employee qualifies for sick leave, bereavement or any other approved leave during her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. The Employer may ask for reasonable proof of illness or bereavement, should an employee claim entitlement under this clause.

ARTICLE 16 – LEAVES OF ABSENCE

16.01 Personal Leave

The Employee, who has accumulated at least two years (2) of seniority from the date of hire, may be entitled to a leave of absence, for up to a maximum of one (1) year without pay and without loss of seniority, 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.

The Employer has the right to consider staffing needs and the stability of the programs in its decision.

Permission for a personal leave of absence shall be in writing and shall not be unreasonably withheld.

16.02 Bereavement Leave

In the case of a death in the immediate family of an employee, the employee shall be granted up to a maximum of five (5) 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.

Where the burial occurs at a locale in excess of 500 kilometers, such leave shall include reasonable travelling time shall not exceed (7) working days.

16.03 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, excluding payment for travelling, meals or others expenses, and the amount which they would have received from the Employer had they worked their regular scheduled hours. The employee will present proof of service and the amount received.

16.04 Pregnancy/Parental/Adoption Leave

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

16.05 Family Responsibility Leave

Full-Time employees may use up to five (5) days of sick leave per calendar year for the purposes of:

- i) attending to the temporary care of a sick family member living in the same household, and the employee's mother and father;
- ii) attending to major, non-recurring home emergencies outside of the employee's control;
- iii) attending a child's school interview at which the parent's attendance is necessary.

In order to qualify for family responsibility leave the employee shall:

- 1. Provide as much as notice to the employer as reasonably as possible.
- 2. Provide to the employer valid reasons why such leave is required.

16.08 Family Caregiver Leave

Family medical leave and family caregiver leave will be granted in accordance with the Employment Standards Act, 2000.

16.09 Union Leave

An employee who is elected or selected for a full-time position with the Union or who is elected to public office, may be entitled to a leave of absence for up to a maximum of two (2) years or agree upon on the length of time without pay and without loss of seniority.

16.10 Leave of Absence for Union Functions

Upon request from the Union, the Employer shall grant a leave of absence, with pay and without loss of benefits or seniority, to employees appointed or elected to represent the Union, at Union conventions, seminars, educational classes and to perform other Union business.

Approval of such leave shall be subject to operational requirements but shall not be unreasonably denied. The Union shall provide as much written notice as possible, but in any event, no less than four (4) weeks' notice of such leaves.

The Union agrees to reimburse the Employer for the costs of an employee taking Union leave under this Article.

ARTICLE 17 – BULLETIN BOARDS, UNIFORMS, EQUIPMENT, AND CERTIFICATIONS

17.01 The Employer will make available one (1) bulletin board in the guard office at each site for the use of the Union.

17.02 All Employees may have access to a locker. The employee is responsible to provide their own lock.

17.03 All Employees may have access to parking on the Employer's premise under the conditions pre-existing in each facility.

17.04 The Employer shall provide all necessary personal protective equipment. In addition, the Employer shall provide the following uniform:

- One (1) uniform singlet per year

17.05

- a) All Employees who require, Y Swim Instructor will get paid time and any course fees will be covered.
- b) Employees who require Standard First Aid and CPR, and NL recertification shall be allowed to attend the training at no cost and get paid time considering the employee meets the following criteria:
 1. 780 hours or more of Seniority
 2. Worked at least 15 shifts per quarter from the date of hire for a 12-month period
 3. Staff that doesn't meet the minimum required per quarter must have a valid reason approved by the employer. Such approval shall not be unreasonably denied.

Once the employee meets the threshold above, the training will be reimbursed, considering that they have a valid receipt available, electronic receipts are acceptable. The employer will not cover expenses related to travel or accommodation and encourage staff to take local training or the ones provided by the Employer.

17.06 **Job Classification Levels**

Existing job classification levels will not be eliminated or changed without prior agreement with the Union.

17.07 Job Description (this article shall be applicable once the job description is available)

On request, the Employer shall provide a copy of job descriptions to the Union by bargaining unit positions and provide the Union with a copy when job descriptions are changed by the Joint Job Evaluation Committee.

ARTICLE 18 – BENEFITS

18.01 Benefits for Part-Time Employees

An employee who work a regularly scheduled work week of more than 24 hours, shall be entitled to participate in the group benefits plan.

18.02 Shift Premium

When the Employer requires an employee to work between the hours 11.00 p.m. and 5.15 am, the employee shall receive a shift premium of (\$1.00) for all hours worked in that period

18.03 Group Benefits Booklet

The Union shall be provided with a current copy of the Booklet of all insured benefits.

18.04 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

18.05 Pension Plan

The Employer agrees to continue its present practice regarding the Pension Plan.

ARTICLE 19 – WAGES

19.01 Attached hereto and forming part of this collective agreement is Schedule “A” setting out the classifications and the appropriate rates of pay within

the term of collective agreement as follows.

ARTICLE 20 - HEALTH AND SAFETY

20.01 Health and Safety

- a) The parties agree to abide by the *Occupational Health and Safety Act* and its Regulations as amended from time to time. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent injury and illness. As such, the Union further agrees to endeavour to promote a health and safety culture.
- b) The Employer shall take every precaution reasonable in the circumstances for the protection of the worker.

20.02 Terms of Reference and Minutes of JHSC Meetings

In accordance with the requirements under the *OHSA*, the Employer shall post the Terms of Reference and Minutes of JHSC Meetings on the Health and Safety bulletin board.

20.03 Jurisdiction of JSC Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

20.04 Injury Pay Provision

An Employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

An employee who has received payment under this section, and who is unable to schedule subsequent treatment outside of working hours, shall be allowed to draw on her sick leave bank, if they have credit available, to receive pay for time necessarily spent for further medical treatment of the injury, subsequent to the day of the accident.

20.05 Health and Safety Clothing and Equipment

The Employer shall provide all employees with all the necessary Personal Protective Equipment required. These shall be maintained and replaced,

where necessary, at the Employer's expense.

The Employer shall work with the Union Health and Safety Representative to ensure that all equipment in the workplace is safe and free of hazards.

ARTICLE 21 – SICK LEAVE

21.01 The period of time that an employee is unable to perform the assigned duties by virtue of illness or disability.

21.02 Amount of Sick Leave

Full time employees sick leave shall be earned on the basis of one and one-half (1 1/2) days for every month of service.

The Part time, Casual employees shall have annually, 1 paid sick shift after 1560 hours seniority. The sick time cannot be accumulated.

21.03 Definition of month

For the purpose of this Article, the word "month" shall mean a calendar month.

21.04 Proof of Illness

If the Employer is requesting a medical certificate for any reasons and if there is a cost to the employee, it will be paid for by the Employer.

Following three (3) consecutive days of illness, an employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out her duties due to illness. In addition, the Employer may require such certificate for an absence of less than three (3) days where there is a pattern of absenteeism or excessive absenteeism.

The employer may, at its discretion, require that the employee be examined by a medical practitioner of the employee's choice, for the purpose of evaluating the employee's fitness to return to work.

21.05 Accumulation and Payment of Sick Leave

Full-Time Employees may carry up to one hundred and twenty (120) days forward to the next calendar year.

The Employer shall provide, to each employee, once a year, the total of their sick leave accumulation.

ARTICLE 22 – GENERAL

22.01 Pay Days

The Employer agrees that wages will be paid bi-weekly on Thursdays.

On each payday each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

If an employee is under paid, the following applies:

If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention.

Errors for lesser amounts will normally be corrected on the next pay.

ARTICLE 23 – DURATION

23.01 Effective Date

The term of this Agreement shall be from **July 31, 2021 to July 30, 2024** and shall 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.

23.02 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.

Electronically signed by both parties.

For The Union

Kimberley D Brousseau

Scott Baxter-Derro

For The Employer

Morgan bello

Tracey Ware

lms:vt:lb*cope491
November 2022

SCHEDULE "A"

YMCA YWCA of the National Capital Region				
L5209-01 (Aquatics)				
July 31, 2021 to July 30, 2024				

Classifications	Effective	%	Increase Amount	Total Hourly Rate
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***Lifeguard	July 1, 2020			\$ 15.18
	July 31, 2021	1.0%	\$ 0.15	\$ 15.33
	July 31, 2022	1.0%	\$ 0.15	\$ 15.49
	July 31, 2023	1.0%	\$ 0.15	\$ 15.64

Aquatics Instructor	July 1, 2020			\$ 15.69
	July 31, 2021	1.0%	\$ 0.16	\$ 15.85
	July 31, 2022	1.0%	\$ 0.16	\$ 16.01
	July 31, 2023	1.0%	\$ 0.16	\$ 16.17

Advanced Instructor	July 1, 2020			\$ 17.20
	July 31, 2021	1.0%	\$ 0.17	\$ 17.37
	July 31, 2022	1.0%	\$ 0.17	\$ 17.55
	July 31, 2023	1.0%	\$ 0.18	\$ 17.72

Team Leader	July 1, 2020			\$ 16.19
	July 31, 2021	1.0%	\$ 0.16	\$ 16.35
	July 31, 2022	1.0%	\$ 0.16	\$ 16.52
	July 31, 2023	1.0%	\$ 0.17	\$ 16.68

Senior Team Leader	July 1, 2020			\$ 16.19
	July 31, 2021	1.0%	\$ 0.16	\$ 16.35
	July 31, 2022	1.0%	\$ 0.16	\$ 16.52
	July 31, 2023	1.0%	\$ 0.17	\$ 16.68

Aquatics Fitness Instructor	July 1, 2020			\$ 23.86
	July 31, 2021	1.0%	\$ 0.24	\$ 24.10
	July 31, 2022	1.0%	\$ 0.24	\$ 24.34
	July 31, 2023	1.0%	\$ 0.24	\$ 24.58


*** NOTE – in compliance with Minimum Wage Rate legislation, Lifeguard rate will be \$15.50 on October 1, 2022

Red Circle of wages:


Employees who had higher wages than Appendix ‘A’ before ratification shall maintain their wages and their actual salaries shall be ‘Red Circle’. When the employee’s wages become greater than the Red Circle, the employees shall have the wage as per Appendix ‘A’

lms:vt*cope491
October 2022

Signature: 
Email: 5209cupe@gmail.com

Signature: 
Scott Baxter (Nov 16, 2022 14:13 EST)
Email: scott.baxter.derro@gmail.com

Signature: 
Morgan Bello (Nov 26, 2022 13:56 EST)
Email: morgan.bello@ymcaywca.ca

Signature: 
Tracey Ware (Nov 18, 2022 13:15 EST)
Email: tracey.ware@ymcaywca.ca











CA_L5209-01__YMCA-YWCA_National_Capital_Region_Expiring_2024_07_30

Final Audit Report

2022-11-26


Created:	2022-11-16
By:	Lynne Belonoha (lbelonoha@cupe.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKx55xc6h8weGJk8HKqk1Hkk_BmAs8AsT

"CA_L5209-01__YMCA-YWCA_National_Capital_Region_Expiring_2024_07_30" History


-  Document created by Lynne Belonoha (lbelonoha@cupe.ca)
2022-11-16 - 5:25:57 PM GMT
-  Document emailed to 5209cupe@gmail.com for signature
2022-11-16 - 5:36:51 PM GMT
-  Document emailed to Scott Baxter (scott.baxter.derro@gmail.com) for signature
2022-11-16 - 5:36:51 PM GMT
-  Document emailed to morgan.bello@ymcaywca.ca for signature
2022-11-16 - 5:36:51 PM GMT
-  Document emailed to tracey.ware@ymcaywca.ca for signature
2022-11-16 - 5:36:51 PM GMT
-  Email viewed by Scott Baxter (scott.baxter.derro@gmail.com)
2022-11-16 - 7:12:40 PM GMT
-  Document e-signed by Scott Baxter (scott.baxter.derro@gmail.com)
Signature Date: 2022-11-16 - 7:13:17 PM GMT - Time Source: server
-  Email viewed by 5209cupe@gmail.com
2022-11-16 - 8:16:07 PM GMT
-  Signer 5209cupe@gmail.com entered name at signing as Kimberley D Brousseau
2022-11-16 - 8:20:08 PM GMT
-  Document e-signed by Kimberley D Brousseau (5209cupe@gmail.com)
Signature Date: 2022-11-16 - 8:20:10 PM GMT - Time Source: server

 Email viewed by tracey.ware@ymcaywca.ca


2022-11-18 - 6:14:09 PM GMT

 Signer tracey.ware@ymcaywca.ca entered name at signing as Tracey Ware


2022-11-18 - 6:15:46 PM GMT

 Document e-signed by Tracey Ware (tracey.ware@ymcaywca.ca)

Signature Date: 2022-11-18 - 6:15:48 PM GMT - Time Source: server

 Email viewed by morgan.bello@ymcaywca.ca

2022-11-26 - 6:55:11 PM GMT

 Signer morgan.bello@ymcaywca.ca entered name at signing as Morgan Bello

2022-11-26 - 6:56:14 PM GMT

 Document e-signed by Morgan Bello (morgan.bello@ymcaywca.ca)

Signature Date: 2022-11-26 - 6:56:16 PM GMT - Time Source: server

 Agreement completed.

2022-11-26 - 6:56:16 PM GMT