

TABLE OF CONTENTS

YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER VANCOUVER
(DOWNTOWN UNIT)

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	TITLE PAGE	
	TABLE OF CONTENTS	
1:00	PURPOSE	1
2:00	RECOGNITION	1
3:00	MANAGEMENT RIGHTS	1
4:00	UNION SECURITY	2
5:00	HOURS OF WORK	3
6:00	OVERTIME	4
7:00	LUNCH AND REST PERIODS	5
8:00	WAGE RATES AND PAYMENT	5
9:00	ANNUAL VACATIONS AND STATUTORY HOLIDAYS	6
10:00	GENERAL	8
11:00	SENIORITY	10
12:00	MEDICAL WELFARE	12
13:00	RETIREMENT PENSION	13
14:00	GRIEVANCE PROCEDURE AND ARBITRATION	13
15:00	TECHNOLOGICAL CHANGE	16
16:00	STRIKES AND LOCKOUTS	16
17:00	LIFE OF AGREEMENT AND RENEWAL	16
	& SIGNING PAGE	17
	LETTER OF UNDERSTANDING #1	18
	LETTER OF UNDERSTANDING #2	19
	LETTER OF UNDERSTANDING #3	20
	LETTER OF UNDERSTANDING #4	21
	& SIGNING PAGE	22
	LETTER OF UNDERSTANDING #5	23
	LETTER OF UNDERSTANDING #6	24

ARTICLE 1:00 **PURPOSE**

1:01

The purpose of this Agreement is to maintain harmonious relations between the Employer and its Employees; to provide efficient, excellent and uninterrupted service to the Members, Patrons, and Guests of the Employer's facilities; to provide an amicable method of settling differences and misunderstandings which may arise between the Employer and its Employees; to further the Health and Welfare of the Employees; to maximize the Employer's economy of operation; and to further the Employer's "Statement Of Purpose" which is:

To enlist young people in a world-wide fellowship united by common loyalty to Jesus Christ for the purpose of building Christian personality and a Christian Society. The YMCA is a worldwide fellowship dedicated to the growth of persons in spirit, mind and body and in a sense of responsibility to each other and the global community.

ARTICLE 2:00 **RECOGNITION**

2:01

The Employer recognizes the Union as the sole Bargaining Agent for all Employees covered by this Agreement in respect to wages, terms and conditions of employment, in accordance with the provisions of the Labour Relations Code of British Columbia, and Amendments thereto.

ARTICLE 3:00 **MANAGEMENT RIGHTS**

3:01

All the normal rights and powers of the Employer to manage its operations are hereby preserved, including, but not limited to the Employer's exclusive right and power to:

- (A) determine the products and services to be handled, produced or undertaken;
- (B) determine the means and methods by which such products and services will be handled, produced, undertaken or otherwise dealt with;
- (C) determine the suppliers, customers, members, and other individuals with whom it may deal, and the prices at which and terms upon which its materials, equipment, and supplies may be purchased or leased or otherwise acquired, and the prices at which and terms upon which its products and services may be sold;
- (D) determine the size and composition of its work force;
- (E) direct, assign and schedule its Employees to jobs and hours of work;
- (F) hire, fire, promote, demote, transfer and lay-off Employees;
- (G) discipline or discharge any Employee for just cause;
- (H) introduce new or improved means and methods of operation;
- (I) discontinue its operations; and,

(J) make and alter from time to time rules and regulations to be observed by the Employees.

3:02

The Employer agrees that the exercising of these rights and powers shall not supersede any express provision of this Agreement. Any such action on the part of the Employer may be taken up under the Grievance Procedure.

ARTICLE 4:00 UNION SECURITY

4:01

- (A) All present Employees who are Members of the Union shall remain Members of the Union in good standing as a condition of continuous employment.
- (B) The Employer shall provide each New Employee at the time of employment with an Application Card, supplied by the Union and shall outline to the Employee the responsibilities in regards to Union Membership. It shall be the Employer's responsibility to see to it that this Card is properly filled out and mailed in to the Union by the Dues Check-Off Procedure.

4:02

All present Employees, who are not Members of the Union on the signing date of this Agreement shall, within the following thirty (30) days, make application to join the Union and remain a Member of the Union in good standing as a condition of employment and shall execute an Assignment Of Wages to the Union covering the Initiation Fee for the first (1st) month, and monthly Dues in the amount of that charged by the Union to its Members as monthly Dues each month thereafter as a condition of continuous employment.

4:03

Employees, hired subsequent to the signing of this Agreement, working four (4) or more days per month, shall make application to join the Union and shall retain such Membership as a condition of continuous employment or execute an Assignment Of Wages to the Union covering the Initiation Fee during the first (1st) thirty (30) days of employment and monthly Dues each month thereafter in an amount equal to that charged by the Union to its Members, as a condition of continuous employment.

4:04

Upon being notified by the Union that an Employee has not complied with 4:02 or 4:03 above, the Employer agrees to terminate such Employee's employment when requested.

4:05

- (A) The Employer agrees to honour a written Assignment Of Wages to the Union of Employees wages as Union Fees and Dues.
- (B) The above deductions shall be made on the first (1st) pay day of each month and remitted to the Union before the end of the month in which same were deducted, together with a separate statement showing the name of each Employee and the amount deducted from his wages.

(C) **T-4 SLIPS**

All dues, remittances and assessments shall be shown on all T-4 Slips.

4:06

The Employer agrees to notify the Union of any vacancy coming within the scope of this Agreement.

4:07

Employees covered by this Agreement shall have the right to refuse to cross a legal picket line.

4:08

The Employer agrees not to contract out any bargaining unit work presently performed by Employees covered by this Agreement which would result in the lay-off of Employees.

4:09

There shall be no discrimination against any Employee for being a Shop-Steward, Officer, or Committee Chairman of the Union.

4:10

A new Employee shall be advised of the name and location of his/her Shop Steward

4:11

No Employee shall be asked to make a verbal or written agreement or Contract with or at variance with the terms of this Agreement.

4:12

The official Representative of the Union shall be permitted to enter, at all reasonable times, any and all departments of the Employer's premises to attend to Union Business during working hours, after consultation with the Employer.

4:13

The Employer agrees to furnish space that is readily accessible for a Bulletin Board on which official Union Notices may be posted.

ARTICLE 5:00 HOURS OF WORK

5:01

The standard working day shall consist of eight (8) hours worked within eight and one-half (8½) consecutive hours.

5:02

The standard working week shall consist of five (5) shifts of eight (8) hours each, each calendar week, and whenever possible these shifts shall be consecutive.

5:03

Hours of work and shift assignments will be based on operational requirements. Seniority will be a consideration when shifts and hours of work are assigned.

5:04

When an Employee reports for work as required, the Employer shall pay the Employee's regular wage for the entire period spent at work, with a minimum wage in any one (1) day of two (2) hours pay at his/her regular rate of pay if he/she does not commence work, unless the Employee is unfit to perform his/her duties, and a minimum of four (4) hours pay at his/her regular rate if he/she commences work unless work is suspended for reasons of fire or flood.

5:05

- An Employee who works relief shifts and refuses work offered on five (5) consecutive occasions, shall lose all seniority. This does not apply to situations when an employee who works relief shifts has previously indicated that they are not available for certain shifts.
- Refusal shall be defined as an Employee, in a conversation, stating that they are unavailable for work when asked.

ARTICLE 6:00 OVERTIME

Overtime shall be paid for at the following rates:

6:01

For all hours worked beyond eight (8) in any one (1) day, by an Employee, one and one-half (1½) times their regular rate shall be paid for the first two (2) hours, and double their regular rate thereafter.

6:02

For all hours worked by an Employee on the sixth (6th) day of their calendar week, one and one-half (1½) times their regular rate for the first two (2) hours and double their regular rate thereafter.

6:03

For all hours worked by any Employee on the seventh (7th) day of their calendar week, two (2) times their regular rate.

6:04

The words "sixth day of the week" as used above shall mean the Employees first (1st) day off in their calendar week.

6:05

The words "seventh day of the week" as used above shall mean the Employee's second (2nd) day off in their calendar week.

6:06

For all hours worked by an Employee on a Statutory Holiday, two (2) times the regular rate in addition to any

wages he/she is entitled to under Article 9:05 or shall take the Holiday Pay as stated in Article 9:05 as an extra day off with pay at a mutually agreed time between the Employer and Employee on or before December 31st of the current year.

6:06 (Cont')

If no part time Employee is available to work a statutory holiday, then the shift(s) shall be offered to regular full time Employees within the classification based on seniority. If no part time or regular full time Employee accepts the work, the Employer may assign the work in reverse order of seniority to full time Employees within the classification. Except in emergencies, this assignment will be made at least seven (7) days in advance of the statutory holiday.

6:07

There shall be no regular split shift scheduled unless by mutual agreement between the Union and Management.

6:08

At the time an Employee is required or requested to work overtime, the Employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an Employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the Employee and the Employer and shall be taken within the calendar year of the occurrence of the overtime. All overtime not taken before the end of December will be paid out, except that such banked days may be taken after December upon mutual agreement of the Employer and the Employee.

ARTICLE 7:00 LUNCH AND REST PERIODS

7:01

Employees shall be entitled to:

- (A) a fifteen (15) minute paid rest period during each four (4) hours worked. If an Employee works seven (7) hours or more, they are entitled to a second fifteen minute rest period.
- (B) a one-half (½) hour lunch period to be completed within not less than three (3) hours and not more than five (5) hours after the Employee commences work.
- (C) If an Employee is required by their Supervisor to be on call during their lunch period, this time shall be paid.
- (D) If an Employee is directed by the Employer not to take a break, and is unable to reschedule the break during the shift, that Employee shall be paid at the appropriate rate for the break not taken.

ARTICLE 8:00 WAGE RATES AND PAYMENT

8:01

The following HOURLY WAGE RATES shall be paid the Classifications named below during the period stated below:

CLASSIFICATION	January 1, 2002	January 1, 2003
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Custodian	\$12.88	\$13.27
Customer Service Representative	\$12.88	\$13.27
Housekeeper	\$12.88	\$13.27
Lifeguard	\$12.88	\$13.27
Lead Hand	\$13.96	\$14.38
Building Maintenance Worker	\$13.96	\$14.38
Engineer	\$18.03	\$18.57

8:02

In the event of the Employer hiring Employees during the Life of this Agreement who come within the "Unit" named in the Certification of Bargaining Authority granted the Union and for whom a wage rate is not specified in the Collective Agreement, it is agreed that the said classification shall be added to the Collective Agreement together with a wage rate. If the parties are unable to agree on a wage rate, the matter of a wage rate shall be taken up under the Grievance Procedure as per Article 14:00.

8:03

All Employees shall be paid every second (2nd) Friday for all wages up to and including the previous Saturday. When a Statutory Holiday lands on a Friday, pay day shall be on the day before.

8:04

A separate detailed Statement of Earnings shall be given to each and every Employee on each and every pay day. This Statement shall show all the regular hours worked, the rate of pay, all overtime hours worked and the rate of pay, Statutory Holiday Pay, the date of the pay period, also a complete itemized list of deductions. Any wording or implication on the Pay Cheque construing "payment in full" is not allowed.

8:05

Any Employee who voluntarily leaves the employ of the Employer shall receive all wages due in full including Statutory Holiday Pay and Vacation Pay, a Statement of Group Medical Premiums paid, and the Record of Employment, within five (5) Office working days of such voluntary termination.

8:06

On termination of his/her employment an Employee shall receive all wages due to him/her including overtime pay, statutory holiday pay and vacation pay and shall receive a statement of group medical premiums paid to the date of termination, and a copy of the Employees Record of Employment form.

8:07

The Employer may request the Employee to give ten (10) working days notice of voluntary termination, if possible.

ARTICLE 9:00 ANNUAL VACATIONS AND STATUTORY HOLIDAYS

9:01

All Employees shall receive an Annual Vacation in accordance with the following:

- (A) Employees who have completed one (1) year's employment shall receive two (2) weeks vacation with pay based on four (4%) percent of his/her total salary or earnings during the past year.
- (B) All Employees who have completed three (3) years employment with the Employer shall receive three (3) weeks vacation with pay based on six (6%) percent of his/her total salary or earnings during the

past year.

- (C) All Employees who have completed six (6) years employment with the Employer shall receive four (4) weeks vacation with pay based on eight (8%) percent of his/her total salary or earnings during the past year. This goes into effect on January 1, 2003
- (D) All Employees who have completed fourteen (14) years employment with the Employer shall receive five (5) weeks vacation with pay based on ten (10%) percent of his/her total salary or earnings during the past year.

9:02

The lead hands will be provided with a list of Employees they are responsible for, and that this list shows how much vacation entitlement each Employee has accumulated. This list shall be provided February 15 and July 15 each year.

9:03

The Employer shall pay the Vacation Pay to the Employee on a separate cheque designated as Annual Vacation Pay. When an Employee has insufficient credits to cover the granting of vacation, a period of five (5) days may be granted:

- (i) subject to the deduction of the advanced vacation leave credits subsequently earned;
- (ii) subject to recovery of such advanced vacation leave credits from any monies owed the Employee in the event of termination of employment.

9:04

Payment of vacation pay shall be made no earlier than the last pay period prior to the Employee's vacation and shall be paid no later than the last shift worked by the Employee going on vacation. In the case where an Employee cannot get to a bank during business hours, then payment shall be made one (1) shift earlier.

9:05

- (A) Any Employee whose employment is terminated for any cause whatsoever shall receive Vacation Pay in lieu of vacation based on 9:01 (A) above.
- (B) An Employee leaving the employ of the Employer for any cause whatsoever shall receive Vacation Pay in accordance with said Employee's length of employment, as provided for in this Article.

9:06

It is agreed that the following Statutory Holidays shall be recognized by the Employer, and each Employee shall have the day off and shall receive his/her regular wages for same:

NEW YEAR'S DAY	CANADA DAY	REMEMBRANCE DAY
GOOD FRIDAY	BC DAY	CHRISTMAS DAY
EASTER MONDAY	LABOUR DAY	BOXING DAY
VICTORIA DAY	THANKSGIVING DAY	

Easter Monday addition goes into effect on January 1, 2003

and all other Holidays as may be required to be observed by Government Regulations.

9:07

- (A) If an Employee's regular day off falls on any of the foregoing Statutory Holidays, he/she shall receive

an extra day off with pay.

- (B) In the event that a Statutory Holiday falls within an Employee's vacation period, the Employee shall be entitled to an additional day's paid vacation for every said day.
- (C) A "Floater" paid Holiday is to be granted to all Employees after one (1) calendar year's employment and to be taken at the mutual choice of the Employee and Employer. If an additional paid Statutory Holiday is granted by Federal or Provincial Governments during the Life of this Agreement, it will then take the place of the "Floater" Holiday. This provision no longer applies after December 31, 2002.

ARTICLE 10:00 GENERAL

10:01

All uniforms, smocks, coats and coveralls worn by the Employees at the Employer's request, shall be supplied, laundered and maintained by the Employer.

The Employer shall provide the lifeguards with gym shorts.

Effective January 1, 1997, the Employer will make uniforms (shirts and pants) available to the Employees of the YMCA. Employees have the right to wear their own clothing, but such clothing has to conform with the YMCA dress code.

10:02

The Employer agrees to provide suitable facilities for the Employees to keep their clothes, etc., while working.

That the Employer provide a convenient place for the staff to keep their lunch (lockers).

The parties have agreed to form a joint committee made up of two members of the Union and two members of management. This committee is to study the Union proposal and to come up with a solution during the first six months of the new Collective Agreement (after date of ratification).

10:03

That the Employer will pay one hundred (100%) percent of the cost for a lifeguard to obtain their CPR/First Aid certificate

That the Employer will pay fifty (50%) percent of the cost for a lifeguard to obtain their National Lifeguard Safety Certificate.

10:04 Employee Staff Meeting Attendance

- (A) Where an Employee is directed by the Employer to attend a Staff Meeting, the Employee shall be paid his/her appropriate hourly rate for all time spent in attendance at such Meetings.

- (B) **Jury Duty**

All Employees who are required to perform jury duty, including Coroner's jury duty, or who are required to appear as a Crown Witness or Coroner's Witness on a day which he/she would normally have worked, will be reimbursed by the Employer for the difference between the pay received for the said jury or witness duty and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work. It is understood that such reimbursement shall not be in excess of eight (8) hours per day or forty (40) hours per week, less Statutory Pay received for the said jury or witness duty. The Employee will be required to furnish proof of jury or witness service and pay received.

10:05 Time Off To Vote

The provisions of the Canada Elections Act and the Provincial Elections Act of British Columbia with respect to an Employee taking time off to Vote shall be followed, as per the Federal and Provincial Statutes.

10:06 Time Off For Union Business

- (A) Regular Employees shall be given time off with pay in order to attend Union Conventions, Union Seminars, or participate in Negotiations involving the Employer. The Union shall notify the Employer at least two (2) weeks in advance of commencement of all such Leaves Of Absence. The Employer shall invoice the Union for wages paid to an Employee involved in Union Business on the basis of:
 - (i) wages plus cost of benefits.
- (B) Upon at least one (1) month's prior notice by the Union, and by mutual agreement between the Employer and the Union, the Employer shall grant one (1) Employee a Leave Of Absence without pay to attend to Union Business. Such Leave Of Absence may be renewable by mutual agreement of the Employer and the Union.
- (C) The Union shall notify the Employer, at least two (2) weeks prior, of the return of the Employee granted such leave.

10:07 Maternity Leave

The parties hereto agree to comply with the maternity leave provisions of the Employment Standards Act as amended from time to time.

- (A) An Employee may be granted up to thirty (30) weeks maternity leave of absence without pay. Such leave may commence eleven (11) weeks prior to the week of predicted delivery or any time thereafter at the written request of the Employee. In no case will an Employee be required to return to work sooner than six (6) weeks following the birth unless a shorter time is requested in writing by the Employee and granted by the Employer. The Employer may request the Employee to provide a Doctor's Certificate.
- (B) A request for a shorter period under Article 10:11 (A) must be given in writing to the Employer at least one (1) week before the date that the Employee indicates she intends to return to work. The Employer may require the Employee to provide a Certificate of a Medical Practitioner stating that the Employee is able to resume work.
- (C) Where an Employee gives birth or the pregnancy is terminated before a request for leave is made under Article 10:11 (B), the Employer shall, on the Employee's request and on receipt of a Certificate of a Medical Practitioner stating that the Employee has given birth or the pregnancy was terminated on a specified date, grant the Employee Leave of Absence from work without pay for a period of six (6) consecutive weeks or a shorter period the Employee requests commencing on the specified date.
- (D) Where an Employee who has been granted Leave of Absence under this Article is, for reasons related to the birth or the termination of the pregnancy as certified by a Medical Practitioner, unable to work or return to work after the expiration of leave, the Employer shall grant to the Employee further Leaves of Absence from work, without pay, for a period specified in one (1) or more certificates, but not exceeding a total of six (6) consecutive weeks.

10:08 Parental Leave

The parties hereto agree to comply with the parental leave provisions of the Employment Standards Act as amended from time to time.

10:09 Employer May Require Employee To Take Leave

The Employer may require an Employee to commence a Leave Of Absence under Article 10:08 where the duties of the Employee cannot reasonably be performed because of the pregnancy and to continue the Leave Of Absence until the Employee provides a Certificate from a Medical Practitioner stating that she is able to perform her duties.

10:10

The services of an Employee who is absent from work in accordance with Article 10:00 shall be considered continuous for the purpose of Seniority and any Pension, Medical or other Plan beneficial to the Employee, and the Employer shall continue to make payment to the Plan in the same amount as if the Employee were not absent where:

- (i) the Employer pays the total cost of the Plan; OR
- (ii) the Employee elects to continue to pay his/her share of the cost of a Plan that is paid for jointly by the Employer and Employee.

10:11

- (A) An Employee who resumes employment on the expiration of the Leave Of Absence granted in accordance with this Article shall be reinstated in all respects by the Employer in the position previously occupied by the Employee or in a comparable position, and with all increments to wages and benefits to which the Employee would have been entitled had the leave not been taken.
- (B) Where the Employer has suspended or discontinued operations during the Leave Of Absence granted under this Article and has not resumed operations on the expiry of the Leave Of Absence, the Employer shall, on resumption of operations and subject to seniority provisions of this Collective Agreement, comply with Subsection (A).

10:12

The Employer shall not:

- (A) terminate an Employee, OR
- (B) change a condition of employment of an Employee without the Employee's written consent, because of an absence authorized by this Article or because of the Employee's pregnancy unless the Employee has been absent for a period exceeding that permitted under this Article.

ARTICLE 11:00 SENIORITY

11:01

- (A) i) An Employee shall be considered probationary during the greater of the first ninety (90) days worked or two hundred (200) hours worked. This period not to exceed six (6) months. An Employee shall have no seniority rights during this period. The retention of any probationary Employees shall be at the Employer's discretion. After completion of his/her probationary period, the Employee's seniority shall date back to his/her original date of hire.

- ii) If an Employee is transferred to a job through a job posting, or is voluntarily demoted, or is promoted to a job classification for which the Union is the certified bargaining authority, this Employee may be considered a qualifying Employee in this new job for a period equal to the greater of two (2) months or one hundred and fifty (150) hours worked. This period shall not exceed four (4) months.
- (B) Seniority shall be continued during an authorized Leave Of Absence.
 - (C) An Employee's seniority shall continue while the Employee is on Sick Leave.
 - (D) An Employee's seniority shall continue while an Employee is off work due to an injury received on the job.
- 11:01** (Cont'd)
- (E) Where the words "seniority shall continue" are used, it shall mean the Employee is to return to the same job area, with the same hours as previously worked prior to such absence. The Employee must give a minimum of twenty-four (24) hours notice of returning to work if the period is less than three (3) weeks. Longer than three (3) weeks shall require seventy-two (72) hours notice of return to work. If longer notice can be given, up to a week, this notice will be given to the Employer.
 - (F)
 - (i) Lay-offs shall be on the basis of seniority by classification, providing that required qualifications are equal. "On the basis of seniority" means the Employee with the least seniority shall be the first (1st) to be laid off and the last to be recalled.
 - (ii) If an Employee is laid off, that Employee shall have the right to transfer to another job within the bargaining unit, based on seniority if he/she has the required qualifications to do the job. The Employee will be entitled to an orientation period.
 - (G) A Seniority List is to be posted where Employees can see it, with a copy to be mailed to the Union Office every six (6) months (January - July).
 - (H) If there is a vacancy of more than three (3) months within the bargaining unit, a notice shall be posted for seven (7) days in the unit log book and present Employees shall be given first opportunity to apply. The posting will include the job duties and number of hours for the job. If more than one Employee applies, all other things being equal, seniority shall be the deciding factor.
 - (I) If there is a dispute re: vacation dates, the senior person shall be the one to receive the requested dates.
 - (J) Any Union Employee who leaves the Employer voluntarily shall have the right to be considered for re-employment. All other things being equal, preference will be given to the previously employed applicant in filling vacancies.
 - (K) Any Employee who works twenty-four (24) hours or more per week shall receive all benefits of a full-time Employee, i.e. sick leave, membership, etc.

If an Employee is covered under the Extended Health Care and Dental Care plans and his/her hours of work are reduced below the minimum number of hours required for eligibility, he/she may continue to be covered for a maximum period of three (3) months.

11:02

An Employee shall lose his/her seniority and shall cease to be an Employee of the Employer when the Employee:

- (A) voluntarily terminates his/her employment;
 - (B) is discharged for just cause;
 - (C) does not report for work pursuant to a recall notice issued under Article 11:03;
 - (D) is absent without leave for seven (7) calendar days; OR
 - (E) is on continuous lay-off for one (1) year.
- (6) An Employee shall lose his/her seniority and shall cease to be an Employee of the Employer when an Employee loses seniority as per Article 5:05.

11:03 **Recall Procedure**

- (A) An Employee who has been laid-off and wishes to be recalled must ensure that the Employer has, at all times, a current phone number and address for the purpose of recall.
- (B) The Employer agrees that the recall notification for steady employment will be by double Registered Mail. Any Employee failing to report for duty within seven (7) calendar days from the time of such notification shall be considered to have resigned without notice.

ARTICLE 12:00 **MEDICAL WELFARE**

12:01

The Employer agrees to make available to each eligible Employee a Group Life Insurance Plan, Medical Plan, and Dental Plan, and further agrees to pay fifty (50%) percent of the cost of same.

12:02

Each eligible Employee shall accumulate sick leave benefits at the rate of one and one-half (1½) days for each month worked. Any sick leave not used in the current calendar year shall be credited to the Employee and shall be cumulative to a maximum of one hundred and ten (110) days.

12:03

Any Employee requesting sick leave with pay of more than three (3) working days duration, may be requested to produce a Certificate from a Medical Practitioner in British Columbia as evidence of such sickness or illness. Any Employee receiving Workers' Compensation shall be entitled to sick leave without pay.

The Employer may also request a report from a medical practitioner for absences of less than three days when it appears that a pattern of consistent absence is developing. This can only happen with mutual agreement between the Employer and the Union.

12:04

When an Employee is absent from work due to illness or accident, they shall notify their supervisor as soon as possible prior to the start of any morning shift (shift starting 9:00 am or earlier). All other shifts the Employee should attempt to give four (4) hours notice if possible.

In all cases, the Employee should advise the Employer of the expected date of return to work.

12:05

Where a Doctor and/or a Dentist appointment cannot be scheduled outside the Employee's working hours, sick leave benefits can be used.

12:06

Emergency Leave of four (4) working days shall be granted to any Employee in the case of a death in the Employee's immediate family.

Immediate family is defined as wife, husband, child, brother, sister, parent, father-in-law, mother-in-law or other relative residing in the Employee's household.

Any Employee finding they cannot complete the necessary arrangements in the allotted four (4) days shall be able to draw on their accumulated sick leave for the additional time needed.

12:07

Twice per year (end of February and August) the Employer shall attach to each Employee's pay cheque, a statement which states the number of days of sick leave credit the Employee has.

12:08

The Employer would make sure that Life Guards get the appropriate time off when they have performed a rescue.

To be granted on a case by case basis.

ARTICLE 13:00 RETIREMENT PENSION

13:01

Eligible Employees shall, as a condition of employment, participate in the Canadian YMCA Retirement Fund as per the rules of the plan.

ARTICLE 14:00 GRIEVANCE PROCEDURE AND ARBITRATION

14:01

It is agreed that any grievance and/or dispute arising out of the interpretation, application, and/or operation of this Agreement that may arise during the Life of this Agreement shall be promptly discussed and the parties hereto will diligently co-operate in an effort to adjust such grievance and/or dispute at the earliest possible time.

14:02

Written notice of any grievance and/or dispute shall be given to the other party within fourteen (14) days of occurrence, except that written notice of a grievance with regards to job selection or termination of employment shall be given to the other party within seven (7) days of occurrence. The agreed procedure for adjusting all grievances and/or disputes shall be as follows:

- (A) By a discussion between the Employee(s) concerned and the Head of the Department.
- (B) By a discussion between the Employee(s), the Shop Steward (if one is appointed) and the Head of the Department.
- (C) By a discussion between the Employee(s), the Business Representative of the Union and the Employer.
- (D) Grievances and/or disputes settled satisfactorily shall date to the time of filing same.

14:03

- (A) Any grievance and/or dispute between the Employer and the Union involving the interpretation, application, operation, or any alleged violation of this Agreement, may be referred by either party to Arbitration.

- (B) If the grievance and/or dispute is not solved by discussions between the Employer and the Union within fourteen (14) days after discussions have concluded, either party may request in writing that the grievance and/or dispute be submitted to Arbitration. If such request is made, an Arbitration Board, consisting of one (1) Representative selected by the Employer and one (1) Representative selected by the Union, shall be appointed within five (5) days after written request has been received by either party. If either party fails to appoint or select its Representative within the time specified herein, the other party may appeal to the Minister Of Labour (B.C.) to make the appointment.
- (C) The two (2) Representatives selected shall meet within forty-eight (48) hours after appointment and shall select a Chairman of the Arbitration Board. If they are unable to agree upon the selection of a Chairman within three (3) clear days, either of them may request the Minister Of Labour (B.C.) to appoint a Chairman.

14:04

- (A) The Arbitration Board shall meet as soon as may be convenient after its appointment and shall hear the parties to the dispute present their arguments pursuant to the terms of reference.
- (B) The Arbitration Board shall have the authority and power, if it deems proper, to order that any Employee who has been wrongfully discharged, suspended, or otherwise disciplined shall be reinstated in his/her employment without loss of payment and with any other benefits he/she may have lost as a result of such discharge, suspension, or disciplinary action.
- (C) The Arbitration Board shall not have the power or authority to add to, subtract from, or to amend this Agreement in any respect, or to award costs or damages against either party.
- (D) The Arbitration Board shall make its award known to the parties, in writing, within ten (10) days or as soon thereafter as may be conveniently arranged. A majority decision of the Arbitration Board shall constitute the award. The award shall be final and binding on both parties.

14:05

If the Employer and the Union agree, then a sole Arbitrator may be selected instead of an Arbitration Board. In that case any reference to an Arbitration Board, a Board, or the Chairman, shall be deemed to be a reference to a sole Arbitrator. Failing to agree on a Single Arbitrator, the provisions of a three (3) person Board will apply.

14:06 - Arbitration Process

The parties have agreed to add an expedited arbitration process to the Collective Agreement. The process is as follows:

(A) **EXPEDITED ARBITRATION**

- (i) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.
- (ii) The outcome will be binding on the parties, however it may not be cited as a precedent in the discussion of any other grievance(s) at any stage of the grievance procedure or in any subsequent arbitration.
- (iii) All costs, including the cost of the arbitrator, will be borne equally by the parties.
- (iv) The procedure may be used after the steps in Article 14:02 have been completed.
- (v) The number of cases to be heard at any given time will not exceed three (3).
- (vi) The parties or their Representative will try to get an agreed statement of facts for presentation to the Arbitrator.
- (vii) Wherever possible the Arbitrator will attempt to mediate a settlement between the parties.
- (viii) In such case that the Arbitrator must write a decision, such decision shall be brief and to the point.
- (ix) Subject to the requirements of B (ii), General Rules of evidence will be waived except for the rule of "onus".

(B) **PROCEDURE GUIDELINES**

- (i) The Opening Statement: This should basically set out the case from each party's perspective. The Arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.
- (ii) The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.
- (iii) The Argument: As agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, Etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by the parties to ensure that all relevant clauses are put before the Arbitrator.
- (iv) Mediation: The Parties must accept some responsibility at this stage to assist the Arbitrator in assessing the evidence before him. Specifically, if the Parties can assist in assessing credibility and/or contradictory evidence, they should do so.
- (v) The Decision: If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the Arbitrator will do so. By meeting first with the Parties to explain the framework of his decision, the parties are provided with an opportunity to influence the exact terms of resolution. With the framework of settlement as outlined by the Arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.

14:07

Any Employee requested to meet with the Employer with respect to discipline or an Employee's work performance, shall be informed of the nature of the discussion, and if the Employee so wishes, such Employee may have a Union representative present at the meeting.

ARTICLE 15:00 TECHNOLOGICAL CHANGE

15:01

"Technological Change" is defined as it is in Sections 53 & 54 of the Labour Relations Code of British Columbia.

15:02

Where the Employer intends to introduce a technological change which will result in the permanent loss of employment of Members of the Bargaining Unit, the Employer shall give thirty (30) days notice in writing to the Union, and the provisions of Article 15:04 shall apply to those Employees who permanently lose their employment.

15:03

Any dispute arising out of adjustment to technological change shall be resolved by reference to the Grievance and Arbitration Provisions in Article 14:00.

15:04

Should an Employee with one (1) year or more years of service be terminated under this clause or through job redundancy, then the Employee shall receive one (1) week's wages for every year of service up to and including four (4) weeks maximum.

ARTICLE 16:00 STRIKES AND LOCKOUTS

16:01

- (A) The Union agrees that there shall be no activity which interferes with the Employer's operation, production, or services, and no strikes, work stoppages, or slowdowns during the term of this Agreement or any continuation of it.
- (B) The Employer agrees that there shall be no lockouts during the term of this Agreement or any continuation of it.

ARTICLE 17:00 LIFE OF AGREEMENT AND RENEWAL

17:01

This Agreement shall become effective as of the first (1st) day of January, 2002 and shall remain in full force and effect until midnight, the thirty-first (31st) day of December 2003, and shall renew itself without change on the first (1st) day of January, 2004 and on each succeeding first (1st) day of January of each year thereafter, unless a written notice to commence negotiations for a new Collective Agreement is served by either party within the four (4) month period immediately preceding December 31st, 2003 or the four (4) month period immediately preceding December 31st of any year thereafter.

17:02

In the event that notice to commence negotiations for a new Collective Agreement is served pursuant to Article 17:01, it is agreed the Employer will not increase or decrease the rates of pay or alter any term or condition of employment of any Employee for whom collective bargaining is being conducted until a new Collective Agreement has been consummated.

17:03

The parties hereto agree to exclude the operation of Section 50(2)(3) of the Labour Relations Code of British Columbia, and Amendments thereto.

17:04 Retroactive Pay

It is hereby agreed to by the parties that upon conclusion of a Collective Agreement, all wages and benefits shall be retroactive.

It is also agreed that such retroactivity shall be paid within thirty (30) calendar days of the ratification of this agreement.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,

THIS _____ DAY OF _____, 20_____.

FOR THE EMPLOYER:
YOUNG MEN'S CHRISTIAN
ASSOCIATION OF GREATER
VANCOUVER (DOWNTOWN UNIT)

FOR THE UNION
SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 244

FABIOLA LEHAL
COMMITTEE PERSON

YVONNE PRIMEAU
COMMITTEE PERSON

BILL STEWART
PRESIDENT AND CEO

ANNIE WEBBER
COMMITTEE PERSON

RICHARD PASS
GENERAL MANAGER

COLIN WORMWORTH
COMMITTEE PERSON

DENIS GAGNON
VP HR AND ASSOCIATION SERVICES

ROGER F. FITZPATRICK
BUSINESS AGENT

FOR THE UNION

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 882

opeiu-15

DAVE SIMMONS
BUSINESS REPRESENTATIVE

LETTER OF UNDERSTANDING #1

BETWEEN: YOUNG MEN'S CHRISTIAN ASSOCIATION OF
GREATER VANCOUVER (DOWNTOWN UNIT),
955 Burrard Street, Vancouver, BC V3A 2N7

AND: SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 244,
#301-7820 Edmonds Street, Burnaby, BC V3N 1B8

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882,
304 - 4333 Ledger Avenue, Burnaby, BC V5G 3T3

When relief work is being offered, it shall be offered to qualified Employees of the department. If no qualified Employees are available, it shall be offered to other qualified Employees of the YMCA. Whenever possible, seniority will be a consideration in the assignment of relief work.

If either party believes that the application of this Letter of Understanding is not acceptable, the Letter of Understanding will be removed upon thirty (30) days written notice.

FOR THE YMCA OF GREATER VANCOUVER:

DENIS GAGNON

DATED: _____, 2002

FOR THE SEIU, LOCAL 244:

FOR THE NEGOTIATING COMMITTEE

ROGER FITZPATRICK

DATED: _____, 2002

FOR THE IUOE, LOCAL 882:

DAVE SIMMONS

DATED: _____, 2002

LETTER OF UNDERSTANDING #2

BETWEEN: YOUNG MEN'S CHRISTIAN ASSOCIATION OF
GREATER VANCOUVER (DOWNTOWN UNIT),
955 Burrard Street, Vancouver, BC V3A 2N7

AND: SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 244,
#301-7820 Edmonds Street, Burnaby, BC V3N 1B8

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882,
304 - 4333 Ledger Avenue, Burnaby, BC V5G 3T3

Work on statutory holidays will be offered to staff in order of seniority and on a rotating basis. If no Employee accepts the work, the Employer will assign the work in reverse order of seniority to full time Employees within the classification. Except in emergencies, this assignment will be made at least seven (7) days in advance of the statutory holiday.

If either party believes that the application of this Letter of Understanding is not acceptable, the Letter of Understanding will be removed upon thirty (30) days written notice. In such a case, the parties would revert to previous provisions of the Collective Agreement concerning the assignment of work on statutory holidays.

FOR THE YMCA OF GREATER VANCOUVER:

DENIS GAGNON

DATED: _____, 2002

FOR THE SEIU, LOCAL 244:

FOR THE NEGOTIATING COMMITTEE

ROGER FITZPATRICK

DATED: _____, 2002

FOR THE IUOE, LOCAL 882:

DAVE SIMMONS

DATED: _____, 2002

LETTER OF UNDERSTANDING #3

BETWEEN: YOUNG MEN'S CHRISTIAN ASSOCIATION OF
GREATER VANCOUVER (DOWNTOWN UNIT),
955 Burrard Street, Vancouver, BC V3A 2N7

AND: SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 244,
#301-7820 Edmonds Street, Burnaby, BC V3N 1B8

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882,
304 - 4333 Ledger Avenue, Burnaby, BC V5G 3T3

A school student who starts work on a day that s/he is scheduled to attend class, must be paid for at least two (2) hours.

The provisions of Article 5:05 and 11:02(F), do not apply under these circumstances.

If either party believes that the application of this Letter of Understanding is not acceptable, the Letter of Understanding will be removed upon thirty (30) days written notice.

FOR THE YMCA OF GREATER VANCOUVER:

DENIS GAGNON

DATED: _____, 2002

FOR THE SEIU, LOCAL 244:

FOR THE NEGOTIATING COMMITTEE

ROGER FITZPATRICK

DATED: _____, 2002

FOR THE IUOE, LOCAL 882:

DAVE SIMMONS

DATED: _____, 2002

LETTER OF UNDERSTANDING #4

BETWEEN: YOUNG MEN'S CHRISTIAN ASSOCIATION OF
GREATER VANCOUVER (DOWNTOWN UNIT),
955 Burrard Street, Vancouver, BC V3A 2N7

AND: SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 244,
#301-7820 Edmonds Street, Burnaby, BC V3N 1B8

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882,
304 - 4333 Ledger Avenue, Burnaby, BC V5G 3T3

The parties hereby agree to the following amendments to this Collective Agreement, effective immediately:

1. (a) Operating Engineers who were on payroll on January 1, 1999 will be covered by the provisions of this Collective Agreement except for the following articles:
 - Article 4:00 Union Security
 - Article 6:00 Overtime
 - Article 9:00 Annual Vacations and Statutory Holidays

Instead, the following articles from the international Union of Operating Engineers, Local 882 Agreement dated march 30, 1995 will apply:

- Article 3:00 Union Security
- Article 8:00 Overtime
- Article 9:00 Statutory Holidays
- Article 13:00 Annual Vacations

- (b) Operating Engineers who commence employment after January 1, 1999 and Building Maintenance Workers will be covered by all the provisions of this Collective Agreement except for Article 4:00 Union Security.

Instead, Article 3:00 Union Security of the International Union of Operating Engineers, Local 882 Agreement dated March 30, 1995 will apply.

- (c) Association Personnel outside the Bargaining Unit and Service Employees International Union, Local 244 members shall not perform work normally and regularly performed by International Union of Operating Engineers, Local 882 members in the operation and maintenance of the heating plant, except:
 - i. Emergencies
 - ii. For the purpose of instruction or training;
 - iii. Experimentation;

- iv. Where the member of the International Union of Operating Engineers, Local 882 is experiencing difficulties, or requests assistance.

Letter of Understanding #4 (Cont'd)

2. The hourly wage rates shall be paid as per Article 8:00 of the Collective Agreement.

FOR THE YMCA OF GREATER VANCOUVER:

DENIS GAGNON

DATED: _____

____, 2002

FOR THE SEIU, LOCAL 244:

FOR THE NEGOTIATING COMMITTEE

ROGER FITZPATRICK

DATED: _____

____, 2002

FOR THE IUOE, LOCAL 882:

DAVE SIMMONS

DATED: _____

____, 2002

opeiu-15

LETTER OF UNDERSTANDING #5

BETWEEN: YOUNG MEN'S CHRISTIAN ASSOCIATION OF
GREATER VANCOUVER (DOWNTOWN UNIT),
955 Burrard Street, Vancouver, BC V3A 2N7

AND: SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 244,
#301-7820 Edmonds Street, Burnaby, BC V3N 1B8

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882,
304 - 4333 Ledger Avenue, Burnaby, BC V5G 3T3

It is recognized that the time spent giving swimming lessons shall be credited as hours worked.

A sign-up sheet will be provided for lifeguards who want to teach swimming lessons. When lessons are required, they will be assigned from this list based on seniority.

FOR THE YMCA OF GREATER VANCOUVER:

DENIS GAGNON

DATED: _____

____, 2002

FOR THE SEIU, LOCAL 244:

FOR THE NEGOTIATING COMMITTEE

ROGER FITZPATRICK

DATED: _____

____, 2002

FOR THE IUOE, LOCAL 882:

DAVE SIMMONS

DATED: _____

____, 2002

opeiu-15

LETTER OF UNDERSTANDING #6

BETWEEN: YOUNG MEN'S CHRISTIAN ASSOCIATION OF
GREATER VANCOUVER (DOWNTOWN UNIT),
955 Burrard Street, Vancouver, BC V3A 2N7

AND: SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 244,
#301-7820 Edmonds Street, Burnaby, BC V3N 1B8

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882,
304 - 4333 Ledger Avenue, Burnaby, BC V5G 3T3

The parties agree to appoint a committee to discuss the issue of a lunchroom. The Union representatives on this committee shall be Fabiola Lehal and Colin Wormworth.

FOR THE YMCA OF GREATER VANCOUVER:

DENIS GAGNON

DATED: _____

____, 2002

FOR THE SEIU, LOCAL 244:

FOR THE NEGOTIATING COMMITTEE

ROGER FITZPATRICK

DATED: _____

____, 2002

FOR THE IUOE, LOCAL 882:

DAVE SIMMONS

DATED: _____

____, 2002

Y. M. C. A. OF GREATER VANCOUVER (DOWNTOWN)

955 Burrard Street, Vancouver, BC V3A 2N7

Telephone: 604-681-0221

INT'L UNION OF OPERATING ENGINEERS, LOCAL 882

#304-4333 Ledger Avenue, Burnaby, BC V5G 3T3

2002 - 2003

