

COLLECTIVE AGREEMENT
between
**Young Women's Christian
Association of Vancouver**
and
**International Union of Operating
Engineers, Local 882 & 882-B**

Term of Agreement: **April 1, 2007 to March 31, 2010**

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THIS AGREEMENT executed the **4th day of June, 2007**

BETWEEN: YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF VANCOUVER

535 Hornby Street, in the City of Vancouver, in the Province of British Columbia

Hereinafter called the "Employer"
PARTY OF THE FIRST PART

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882 & 882-B

of the Municipality of Burnaby, in the Province of British Columbia

Hereinafter called the "Union"
PARTY OF THE SECOND PART

ARTICLE 1 - PREAMBLE

The Employer and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Employer and those Employees covered by the Certificate of Bargaining Authority, and in providing provisions herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the adjustment of grievances with respect to the Employees of the Employer for whom the Union has been Certified as the sole bargaining agent.

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ARTICLE 2 - PERIOD OF AGREEMENT

This Collective Agreement shall be in full force and effect from and including the **April 1, 2007 to and including March 31, 2010**, and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Collective Agreement within four (4) months immediately preceding **March 31, 2010**, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Collective Agreement shall thereafter continue in full force and effect until the parties shall conclude a renewal or revision of this Collective Agreement or a new Collective Agreement.

The operation of Section 50(2) and Section 50(3) of the Labour Relations Code is hereby excluded.

ARTICLE 3 - UNION SECURITY AND SHOP STEWARDSError! Bookmark not defined.

3:01 Sole Bargaining Agency

The Employer recognizes the International Union of Operating Engineers, Local 882 as the sole bargaining agency on behalf of the Employees for whom the Union has been certified.

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

3:02 All new Employees, who are not Members of the Union, shall within seven (7) days of commencement of employment complete an application to join the Union and execute an Assignment of Wages to the Union covering the Initiation Fee, Monthly Dues, and/or Assessments. The Employer will provide the Employee with copies of the appropriate forms which will be supplied by the Union and, on completion, will forward the forms to the Union.

3:03 Where the Employer has knowledge of an Employee failing to comply with Sections 3:01 and 3:02, the Employer shall so advise the Union and in turn, the Union shall advise the Employee in writing. When the Employer is advised by the Union of non-compliance of either of the above, the Employer shall terminate the services of the Employee within thirty (30) days of written advice as noted above.

3:04 The Employer shall provide the opportunity for a union-designated representative to meet with any new Employees hired on the Employee=s first day of work or another day convenient to the Union. The meeting shall be during the Employee=s regular working hours and for a maximum of thirty (30) minutes.

3:05 Dues deductions shall be made and remitted to the Union before the end of the month in which they were deducted together with a separate statement showing the name of each Employee and the amount deducted from their wages.

3:06 All dues, remittances and assessments shall be shown on all T-4 slips.

3:07 After consultation with the Employer, the Official Representative of the Union shall be permitted to enter, at all reasonable times, the Employer's premises to attend to Union business during work hours.

3:08 "Membership in good standing" in the Union shall apply only to those Employees who are Members of the Union and have paid dues and assessments to date and are not under discipline or penalty invoked by the Union.

3:09 **Shop Stewards**

The Employer agrees to the operation of a Shop Steward system which shall be governed by the following:

- (1) Shop Stewards may be appointed by the Union on the basis of one (1) Shop Steward for each department of Employees covered by this Agreement:
The departments are:
 - (i) Maintenance
 - (ii) Housekeeping
 - (iii) Guest Services
 - (iv) Aquatics
- (2) The Employer is to be kept advised, in writing of all Shop Steward appointments;
- (3) When the absence of more than one (1) Shop Steward shall interfere with the proper operation of the area, then no more than one Shop Steward from any one (1) area shall be given leave of absence to transact Union business at any one (1) time.
- (4) Employees upon request are entitled to be represented by a Shop Steward when dealing with discipline concerns and grievances. The Shop Steward shall obtain the permission of his/her supervisor prior to leaving his/her job. Such approval will not be unreasonably withheld.
- (5) There shall be no discrimination against any Employee for being a Shop-Steward, Officer, or Committee Chairperson of the Union.
- (6) A Shop Steward will suffer no loss of pay or benefits for any time spent during work hours resolving grievances with management representatives.

3:10 **Bulletin Boards**

The Employer will furnish readily accessible bulletin boards in each facility for the exclusive use of the Union to post official Union notices.

ARTICLE 4 - EMPLOYEE STATUS

4:01 Regular Full-Time Employee

A Regular Full-time Employee is defined as an Employee hired or posted into a regular position and who is regularly scheduled to work forty (40) hours in the work week.

4:02 Regular Part-Time Employee

A Regular Part-time Employee is defined as any Employee hired or posted into a regular position and who is regularly scheduled to work a minimum of seventeen and one-half (17.5) hours in the work week, but less than forty (40) hours per week. Preference will be given to Part-time Employees for all available work, provided that overtime pay is not incurred.

4:03 Casual Employees - See Casual Addendum

ARTICLE 5 - HOURS OF WORK AND DEFINITIONS

5:01 (a) Work Week

The work week shall be a calendar week beginning Saturday 00:01 am and ending the following Friday at 12:00 midnight.

(b) Work Day

The standard work day for all Employees shall be eight (8) consecutive working hours exclusive of a half (2) hour meal period.

(c) Hours of Work

The standard work week for all Employees, excluding night auditor working alone shall be forty (40) hours per week exclusive of a half (2) hour meal period.

When a night auditor is working alone, the standard work week shall be forty (40) hours per week, inclusive of a meal break.

(d) Days Off

Wherever possible regular full time Employees shall have two (2) consecutive days off each week. Regular Part Time Employees, may, at their option work a sixth (6th) consecutive day, as long as they do not incur overtime rates for the extra time worked.

5:02 Schedules

The minimum shift for all Employees shall not be less than four (4) hours in any twenty-four (24) hour period. Employees may work less than the standard week.

5:03 Changes to Schedules

If the schedule is significantly changed, a schedule will be posted and Employees within the same classification will be given the choice of days off and/or hours based on seniority.

For the purpose of this Article, significantly is defined as those changes that change days off, shift (i.e., mornings to evenings; evenings to nights, etc.) and/or pay.

5:04 (a) Assignment of Extra Hours for Regular Part Time

Part time Employees will be given preference over Casuals for all available work.

Regular part-time Employees at work who are scheduled less than full-time hours in a day may have their hours extended if extra hours become available.

Regular part-time Employees working less than the normal hours per day of a full-time Employee and requests or is requested to work longer than his/her regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time Employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time Employee.

Regular part-time Employees working less than the normal days per week of a full-time Employee and requests or is requested to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked up to and including the normal work days in the work week of a full-time Employee. Overtime rates shall apply to hours worked in excess of normal work days in the work week of a full-time Employee, except in situations of Article 5:01 - Definition of Work Day (paragraph 2).

(b) Call-In Procedure

Call-in of Employees shall be based on seniority.

The Employer shall call by telephone the most senior Employee first. Only one (1) phone call need be made to a qualifying Employee. The Employer shall then call the next qualifying Employee on their seniority list.

All calls shall be recorded and show the date and time of the vacancy, the department of the vacancy, the name of the Employee called, the time of the call, Employee acceptance or refusal of the assignment, failure of the Employee to answer the phone, and the signature of person who made the call. In the event of a dispute, the Union shall have reasonable access to the Employer=s telephone records and be entitled to make a photocopy of same at a mutually agreeable time, and/or on request, will be provided copies of the relevant telephone records within five (5) days of the request.

The Employee must be qualified and competent to perform the work assignment.

5:05 Shift Exchanges

Employees may exchange shifts among themselves as long as the Employee has the qualifications and skills to perform the duties and the Employer does not incur penalty rates.

All shift exchanges must be pre-approved by the Employer.

5:06 Schedule Changes

The Employer may not change the scheduled start and stop times for a Regular Employee without twenty-four (24) hours notice unless mutually agreed by the Employer and the Employee.

5:07 Split Shifts

Split shifts are permitted for Lifeguards. The minimum for a split shift must be two (2) hours. In the event of a split shift being scheduled, a Lifeguard must be scheduled for their regular shift plus the minimum of two (2) hours for the split shift.

ARTICLE 6 - SENIORITY

6:01 (a) **Departments**

There shall be four (4) departments as follows:

- (i) Maintenance
- (ii) Housekeeping
- (iii) Guest Service
- (iv) Aquatics

(b) **Classifications**

Job Classifications shall be as follows:

- (i) **Maintenance Department:**
Building Maintenance Worker
Lead Hand Building Operator
Building Operator
- (ii) **Housekeeping Department:**
Relief Head Housekeeper
Room Attendant
Laundry Attendant
Fitness Centre Attendant
Lead Hand Building Service Worker
Building Service Worker
- (iii) **Guest Service Department:**
Guest Service Representative
Night Auditor
Relief Night Auditor
- (iv) **Aquatics Department:**
Lifeguard
Head Lifeguard

6:02 **Accrual of Seniority**

Seniority for Regular Employees is accrued from date of hire.

Seniority for Casual Employees is accrued based on hours worked.

6:03 Regular Employees shall be placed on the seniority list, by date of hire.

6:04 **Probationary Period**

The probationary period is to determine the Employee's suitability for employment. Employees shall be considered probationary for the first three (3) months of full time employment. This period may be extended by mutual agreement between the Employer and the Union. Written notice shall be given to each Employee advising them of completion of their probationary period. The probationary period for Part Time and Casual Employees shall be two hundred and forty (240) hours.

Upon completion of the probationary period, Full Time & Part Time Employees shall be regarded as regular Employees and shall then be entitled to seniority dating from the date of hire.

6:05 **Return to Work from Leave of Absence**

An Employee shall not lose seniority rights if he/she is absent from work because of sickness, or a compensable accident.

An Employee returning to work after any of the above reasons shall return to the same job with the same hours as previously worked, as long as the job is available and the Employee is physically and mentally able to perform the work. The Employer may request medical verification of an Employee's ability to resume his/her work duties.

6:06 **Seniority Lists**

Separate Regular and Casual seniority lists for each department shall be created and maintained by the YWCA, on a six (6) month basis (January and July). Seniority lists shall be posted and a copy mailed or faxed to the Union.

The Employer will maintain an overall seniority list of all Regular Employees.

6:07 **Lay-off & Recall**

Lay-off and recall shall be on the basis of seniority. Last to be hired shall be the first to be laid off, and the last to be rehired, providing that there remain on the job, Employees who have the ability and are capable of performing the work.

When available work in a classification is reduced the Employee with the least seniority within the classification will be laid off. When available work increases within a classification all Employees who were displaced because of the reduction in hours will return to their position.

Any Employee facing layoff will have the right to bump. In the exercise of their bumping rights, a laid off Employee will bump first within their department provided they are qualified and capable of doing the job. If there is no work available in their department, the Employee may exercise their right to bargaining unit wide bumping provided they are qualified and capable of doing the job.

For the purpose of layoffs, all Regular Employees are senior to all Casual Employees.

An Employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number and address for purposes of recall. Employees on lay off must also ensure that the Employer is advised of any absences during which they are unavailable for recall.

The Employer agrees that recall notification for steady employment will be by double registered mail. Any Employee failing to report for duty within seven (7) days from the time of such notification shall be considered to have resigned without notice. Employees who choose not to return, given adequate notice of recall, shall not be eligible for severance pay.

6:08 **Severance Pay**

An Employee who has been on laid-off status for three hundred and sixty-five (365) days or less, shall have recall rights before any new Employees are hired as long as they are capable of performing the job. When an Employee is laid off and has accumulated twelve (12) months continuous service in the employ of the Employer, the Employer will provide severance pay as follows:

Length of Continuous Service

Severance Pay

1 year but less than 2 years

2 weeks pay

2 years or more

3 weeks pay for the first 2 years continuous services plus 1 week's pay each additional year to a maximum of 8 weeks

Part-time Employees shall receive a pro-rated benefit based on length of continuous service upon layoff.

6:09 Loss of Seniority

An Employee whose lay-off exceeds three hundred and sixty-five (365) calendar days shall lose his/her seniority.

ARTICLE 7 - OVERTIME AND PREMIUM RATES

7:01 Overtime shall be paid for at the following rates:

- (a) For all hours worked beyond eight (8) in any one (1) day by any Employee, double their regular rate for all hours worked.
- (b) With the exception of regular part-time and casual Employees who may work a sixth (6th) day to maximize their hours to forty (40) in a work week, at regular rate of pay, all hours worked by any Employee on the sixth (6th) consecutive day of their work week, one and one-half (1 2) times their regular rate shall be paid for the first (1st) hour and double their regular rate for all hours worked thereafter.
- (c) For all hours worked by any Employee on the seventh (7th) day of their work week, two (2) times their regular rate.
- (d) All overtime must be pre-approved.

7:02 Employees occasionally working a shift of four (4) hours, shall be paid at the regular hourly rate, plus an additional fifteen (\$.15) cents an hour. This provision does not apply to Employees regularly scheduled to work four (4) hours.

7:03 **Overtime Bank**

All overtime hours worked will, at the Employees option, and at the time of each overtime occurrence, be credited to an overtime bank at the applicable overtime basis. Credits in the overtime bank may be either:

- (a) taken as time off at a time mutually agreed to by the Employee and the Employer;
- (b) with one (1) week=s written notice, an Employee may request that they be paid out on the next following pay day
- (c) any credits in the overtime bank at December 1st of the current calendar year will be paid out in the last pay period for the current calendar year.

7:04 **Call Back Pay**

Employees called back to work after a scheduled shift or on a scheduled day off shall receive double their regular rate of pay for the time worked with a minimum of two (2) hours at double their regular rate of pay.

These Employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the Employee normally drives his/her automobile to work, an allowance of twenty-nine cents (\$0.29) per kilometre from the Employer's place of business and return. Minimum allowance shall be two dollars (\$2.00).

If the Employer revises either of these dollar rates for any of its Employees, whether members of the bargaining unit or not, these rates will be revised to match those new rates.

7:05 **Call-in**

Any Employee (except those covered by Article 7:04) reporting for work at the call of the Employer, shall be paid his/her regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours= pay at his/her regular rate of pay if he/she does not commence work and a minimum of four (4) hours= pay at his/her regular rate of pay if he/she commences work.

7:06 On-Call Differential

Employees required to be on-call shall receive one dollar (\$1.00) per hour, or portion thereof. The minimum on-call requirement shall be four (4) consecutive hours. Where an Employee is on-call and is unavailable or does not report for work upon being called, the on-call differential shall not be paid for that period of being on-call within that calendar day.

Should the Employer require an Employee to have a pager, beeper or cell phone available during his/her on-call period, then all related expenses for such device shall be the responsibility of the Employer.

7:07 Transportation Allowance

An Employee who uses his/her motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance as per the YWCA policy stated in the H.R. Policy & Procedure Manual. The parties further agree that the minimum will not be reduced below thirty-five cents (\$0.35) per kilometre.

ARTICLE 8 - MEALS AND REST PERIODS

8:01 For all shifts greater than five (5) hours, all Employees shall have a one-half (2) hour unpaid lunch period between the third (3rd) and fifth (5th) hours of work.

8:02 Wherever possible, all Employees shall have a fifteen (15) minute rest period during each four (4) hour shift, for which there shall be no deduction from wages. Should an Employee work six (6) or more hours, they shall be entitled to a second (2nd) fifteen (15) minute rest period. All breaks will be as evenly spaced as possible.

ARTICLE 9 - WAGE RATES AND PAYMENT

9:01 The wages for each Classification during the Life of this Agreement will be as outlined in the attached Schedule "B."

9:02 Relieving in Higher and Lower-Rated Positions

In the event an Employee who is assigned to relieve a higher-rated job or performs the duties of the higher-rated job, the Employee shall receive the wage rate for that position for all hours worked in the higher position.

Any Employee required to relieve in a lower-rated job or who is required to perform the duties of a lower-rated job shall continue to be paid at her or his regular rate of pay for the duration of the assignment. This does not apply to vacant positions which have been posted and bid on by Employees.

ARTICLE 10 - STATUTORY HOLIDAYS

10:01 The following Statutory Holidays shall be recognized by the Employer. Employees, who worked their last scheduled working days within seven (7) days previous to the Statutory Holiday and who have worked their first (1st) scheduled working day within seven (7) days following the Statutory Holiday, shall receive their full regular days wages for the said holiday.

NEW YEARS DAY	CANADA DAY	THANKSGIVING DAY
GOOD FRIDAY	BC DAY	REMEMBRANCE DAY
EASTER MONDAY	LABOUR DAY	CHRISTMAS DAY
VICTORIA DAY		BOXING DAY

And all other holidays as may be required to be observed by Government Regulations.

If the Program Centre changes the day to be observed as the Statutory Holiday then the designated day shall be considered the Statutory Holiday.

10:02 A "Floater" paid holiday is to be given at the mutual choice of the Employee and Employer. The Employee must have six (6) months regular employment with the YWCA to qualify for said holiday.

10:03 If an Employee's regular day off falls on any of the foregoing Statutory Holidays, the Employee shall have the option of receiving an extra day's pay or receiving an extra day off with pay. An Employee who chooses an extra day off with pay shall have that day off with pay with mutual agreement should that day not be scheduled within a six (6) month period. The Employer shall have the right to schedule that day.

10:04 If a Statutory Holiday falls during an Employee's annual vacation, the Employee shall receive an extra day's vacation with pay in lieu thereof.

10:05 When an Employee is required to work on a Statutory Holiday, a regular Employee shall receive double (2) time for all hours worked plus another day off in lieu.

ARTICLE 11 - ANNUAL VACATIONS

11:01 For the purpose of this Article, the vacation year for all regular Employees shall be calculated based on the anniversary date of the Employees date of hire and must be taken during the calendar year; i.e., January 1st to December 31st.

- (a) An Employee who will not have completed one (1) year's employment by December 31st will receive four percent (4%) vacation pay in lieu of vacation, or once they have passed their probationary period, will be entitled to take vacation days off as they are accumulated based on five (5) days off for six (6) months worked or pro rated accordingly.
- (b) All Employees who have completed one (1) or more years of employment with the Employer shall receive three (3) weeks paid vacation, or six percent (6%), whichever may be the greater.
- (c) All Employees who have completed five (5) or more years of employment with the Employer shall receive four (4) weeks paid vacation, or eight percent (8%), whichever may be the greater.
- (d) All Employees who have completed fifteen (15) years of employment with the Employer shall receive five (5) weeks paid vacation, or ten percent (10%), whichever may be the greater.
- (e) All Employees who have completed sixteen (16) years of employment with the Employer shall receive twenty-six (26) days paid vacation, or 10.4%, whichever may be the greater.
- (f) All Employees who have completed seventeen (17) years of employment with the Employer shall receive twenty-seven (27) days paid vacation, or 10.8%, whichever may be the greater.
- (g) All Employees who have completed eighteen (18) years of employment with the Employer shall receive twenty-eight (28) days paid vacation, or 11.2%, whichever may be the greater.
- (h) All Employees who have completed nineteen (19) years of employment with the Employer shall receive twenty-nine (29) days paid vacation, or 11.6%, whichever may be the greater.

- (i) All Employees who have completed twenty (20) or more years of employment with the Employer shall receive thirty (30) days paid vacation, or 12%, whichever may be the greater.

- (j) **Vacation Restrictions**

Annual vacations will not be taken during the following periods:

Room Attendants/Laundry & Fitness Centre	June - August
Building Service Workers	During Pool Shutdown
Building Operators	During Pool Shutdown
Building Maintenance Workers	During Pool Shutdown
Guest Service Reps. & Auditors	June - August
*Lifeguards	No restrictions

Notwithstanding the above the Employer agrees to allow one (1) Employee, from each group listed above, off at any one (1) time during the restriction period.

*Lifeguards - The Pool is closed annually (usually in June/July) for maintenance. Life guards may choose to take their vacation during this time or be laid-off.

- (k) If there is a dispute regarding vacation dates the senior person shall be the one to receive the requested dates.
- (l) Employees may otherwise take vacation days on request, whether one at a time or in blocks, subject to there being sufficient staff available to do the required work.

Once an Employee has arranged according to the above for a given scheduled block of vacation time, that Employee may not be displaced from that scheduled block.

- (m) **Vacation Schedules Process**

- (i) Available vacation schedules for the following year will be posted each year on February 1st for each department.
- (ii) During the month of February, Employees may bid for available vacation schedules in their own department.
- (iii) On March 15th, the vacation schedules will be posted in each department, including the successful bids and remaining vacancies.

- (iv) Should an Employee wish to bid on a vacant vacation schedule after March 15th, she or he must submit a request at least two (2) weeks in advance.

11:02 Terminated Employees shall receive Vacation Pay in lieu of vacation based on 11:01 above.

11:03 Vacation Pay

At an Employee's request with one (1) week's notice vacation pay shall be paid to an Employee prior to the commencement of their vacation period.

11:04 Vacations Non-Accumulative

Vacation time shall not be cumulative from calendar year to calendar year.

11:05 Reinstatement of Vacation Days - Sick Leave

In the event an Employee is sick or injured prior to the commencement of his/her vacation, such Employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the Employee.

11:06 Call Back from Vacation

Employees who have commenced their vacation shall not be called back to work except in cases of extreme emergency. If such occurs, an Employee shall receive double their regular rate of pay for all hours worked and shall have double the vacation period so displaced rescheduled with pay at a mutually agreeable time. All reasonable expenses incurred shall be reimbursed to the Employee.

ARTICLE 12 - LEAVE OF ABSENCES

12:01 General Conditions

Any Employee desiring a Leave of Absence must make a request in writing and obtain approval of said leave in writing from the Employer within twenty (20) working days of the request. A written request shall not be required for Bereavement Leave.

Unpaid leave may be granted in accordance with the provisions of the YWCA Policy and Procedures Manual.

An Employee who is granted leave of absence shall have their Health & Welfare Benefits maintained by the Employer for the first month and thereafter be provided the opportunity to maintain all applicable benefits of the Health & Welfare Plan, providing he/she pays the total cost for such premiums.

12:02 **Leaves Accumulation**

(a) Probationary Employees

Eligible Probationary Employees accumulate sick leave as per their status but cannot have paid leave until successful completion of probation.

(b) (i) Full-Time Staff

Sick leave is accumulated at one and one-half (1 2) days per month, to a maximum of eighty-five (85) days.

Payment in lieu of unused sick leave will not be made.

While an Employee is on sick leave and/or EI medical benefits his/her position shall remain unfilled unless a temporary replacement is required (at the discretion of the supervisor in consultation with the Human Resources Department.)

**(ii) Part-Time Staff
(regularly scheduled 17.5 or greater hours per week)**

Sick leave is accumulated at one and one-half (1 2) days per month pro-rated on the hours worked to a maximum of eighty-five (85) days.

Payment shall be for the regularly scheduled hours for the days off on leave.

Payment in lieu of unused sick leave will not be made.

12:03 **Proof of Illness**

A Medical Certificate may be required at the option of the Employer to establish the nature of the illness and the expected duration.

Upon returning from an extended Medical Leave, the Employer reserves the right to require the Employee to see a Doctor chosen by the Employer for a second opinion. In these cases the Employer will assume the costs of the second opinion.

12:04 E.I. Sick Benefits

Full-time Employees on extended sick leave who have not accumulated their maximum bank of eighty-five (85) days may apply for EI medical benefits. The Employer will continue to contribute the Employer's portion of benefit premiums until completion of the period on EI medical benefits.

12:05 Filling of Position While on Leave

While an Employee is on sick leave and/or EI medical benefits his/her position shall remained unfilled unless a temporary replacement is required (at the discretion of the supervisor in consultation with the Human Resources Department). Should the job need to be filled, it shall be posted pursuant to provisions of this Agreement.

12:06 Compassionate Leave

In the event of the death of any member of the immediate family, an Employee shall receive three (3) days leave with pay.

Immediate family shall mean both the Employee's spouse, the Employee's and spouse's parents, children, brother, sister, grandparents, grandchildren, son-in-law, daughter-in-law, and step children.

For the purposes of this Article, spouse will be defined as:

ACommon Law Spouse@ and ACommon Law Partner,@ means two (2) people who have cohabitated as spousal partners for a period of not less than (one) year.

Employees shall be able to draw a maximum of two (2) days of their accumulated Sick Leave credits for additional Bereavement Leave of Absence when attending a funeral of an immediate family member out of Province.

12:07 Jury Duty

Any regular Employee, working 17.5 hours or more hours per week who is required to perform jury duty, on a regular working day will be released to serve.

The Employee will be reimbursed by the Association for the difference between the pay received for jury duty and the Employee=s regular salary for a maximum of four (4) weeks. The Employee will be required to furnish proof of jury duty service and reimburse the YWCA for the Jury Pay received.

Employees eligible for jury duty who are subpoenaed to give evidence in a court or quasi-judicial hearing in which they are not directly involved may apply to their Director, to receive leave with pay.

12:08 Pregnancy, Parental and Family Responsibility Leave

An Employee is entitled to Pregnancy, Parental and Family Responsibility Leave.

- (a) Employees shall accrue vacation days as per service.
- (b) Employees shall receive vacation pay pro rated to the actual days worked.

12:09 Pregnancy Leave

- (1) A pregnant Employee who requests leave under this section is entitled to up to seventeen (17) consecutive weeks of unpaid leave
 - (a) beginning
 - (i) no earlier than eleven (11) weeks before the expected birth date, and
 - (ii) no later than the actual birth date, and
 - (b) ending
 - (i) no earlier than six (6) weeks after the actual birth date, unless the Employee requests a shorter period, and
 - (ii) no later than seventeen (17) weeks after the actual birth date.
- (2) An Employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (3) An Employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection 1 or 2.

- (4) A request for leave must
 - (a) be given in writing to the Employer,
 - (b) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the Employee proposes to begin leave, and
 - (c) if required by the Employer, be accompanied by a medical practitioner=s certificate stating the expected or actual birth date or the date of pregnancy terminated or stating the reasons for requesting additional leave under subsection 3.
- (5) A request for a shorter period under subsection 1(b)(i) must
 - (a) be given in writing to the Employer at least one (1) week before the date the Employee proposes to return to work, and
 - (b) if required by the Employer, be accompanied by a medical practitioner=s certificate stating the Employee is able to resume work.

12:10 Parental Leave

- (1) An Employee who requests parental leave under this section is entitled to
 - (a) for a birth mother who takes leave under Pregnancy Leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Pregnancy Leave unless the Employer and Employee agree otherwise.
 - (b) for a birth mother who does not take leave under Pregnancy Leave in relation to the birth of a child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child=s birth and fifty-two (52) weeks after that event.
 - (c) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child=s birth and within fifty-two (52) weeks after that event, and
 - (d) for an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.

- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the Employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection 1.
- (3) A request for leave must
 - (a) be given in writing to the Employer,
 - (b) if the request is for leave under subsection 1(a), (b) or (c), be given to the Employer at least four (4) weeks before the Employee proposes to begin leave, and
 - (c) if required by the Employer, be accompanied by a medical practitioner=s certificate or other evidence of the Employee=s entitlement to leave.
- (4) An Employee=s combined entitlement to leave under Pregnancy Leave and this section is limited to fifty-two (52) weeks plus an additional leave the Employee is entitled to under Pregnancy Leave subsection 3 or subsection 2 of this section.
- (5) The Employer must not, because of an Employee=s pregnancy or a leave allowed by this Part
 - (a) terminate employment, or
 - (b) change a condition of employment with the Employee=s written consent.
- (6) As soon as the leave ends, the Employer must place the Employee
 - (a) in the position the Employee held before taking leave under this Part, or
 - (b) in a comparable position.
- (7) If the Employer=s operations are suspended or discontinued when the leave ends, the Employer must, subject to the seniority provisions in the Collective Agreement, comply with subsection 2 as soon as operations are resumed.

12:11 Family Responsibility Leave

An Employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to

- (a) the care, health or education of a child in the Employee=s care, or
- (b) the care or health of any other member of the Employee=s immediate family.

12.12 Union Business Leave

Time off with pay shall be granted to Employee representatives when meeting with officers of the Employer on behalf of the Union, on matters of business (excluding negotiations) affecting both parties only.

Time off without pay shall be granted, if suitable coverage can be arranged, by the Employer to official representatives of the Union to attend meetings, conventions, workshops, etc. pertaining to Labour matters directly affecting the Union, provided that:

- (a) An Employee who is elected or appointed to a position with the Union or any Trade Union body with which the Union is affiliated or approves of or who is elected to public office shall, if they so request, and that suitable coverage can be arranged, be granted Leave of Absence without pay and without loss of seniority.
- (b) At least one (1) week written notice of the date and duration of such time off is given to Employer.

The Employer agrees to make every effort to accommodate requests for leaves from Employees who are official representatives of the Union to attend to Labour matters directly affecting their Union.

12:13 Public Office

Employees shall be granted unpaid leave of absence to enable them to run for elected public office and, if elected, to serve their terms(s) of office, subject to the following provisions:

- (a) Employees seeking election in a Municipal, Provincial, or Federal election shall be granted unpaid leave of absence for a period up to ninety (90) days;
- (b) Employees elected to public office shall be granted unpaid leave of absence for the duration of their elected term of office.

ARTICLE 13 - JOB POSTINGS

13:01 Vacancies

Casuals may be assigned for less than thirty (30) consecutive calendar days for relief and/or short term business requirements.

All vacancies except those considered redundant and or new jobs created within the Bargaining Unit shall be eligible for all Employees to apply in accordance with the following criteria:

(a) Less than one (1) month

If a vacancy or new job has a duration of less than one (1) calendar month, qualified regular full-time Employees and/or regular part-time Employees shall be given the first opportunity, where practical, to fill the vacancy. If the application of this paragraph requires the Employer to pay overtime to the Employee, the proposed move shall not be made.

(b) Greater than one (1) month

If the vacancy or new job has a duration of one (1) calendar month or more, the vacancy or new job including the salary, a summary of job description, the required qualifications, the hours of work, the work area, and the commencement date shall be posted for a minimum of seven (7) calendar days, in a manner which gives all Employees access to such information.

13:02 If more than one (1) Employee applies that are qualified for the posted position, seniority shall be the deciding factor, provided however that, the Employee who claims the right to exercise seniority possess the primary qualifications of skill, knowledge, and ability to perform the work.

13:03 Process

- (a)** Where a job vacancy occurs, a Notice shall be posted at appropriate locations for at least one (1) week, and a copy of the Notice shall be sent to the Union. The notice shall set out a job description, qualifications required, the job classification, and wage rate.
- (b)** Within fifteen (15) days of the closing of the posting, all candidates will be notified of the status of their application.

13:04 Temporary Positions

If there is a vacancy within the bargaining unit, present Employees shall be given first (1st) opportunity to apply. If a regular Employee applies and is the successful candidate for a known temporary position, he/she shall be permitted to return to his/her former position at the end of the temporary assignment.

13:05 New Hires

The Employer agrees to notify the Union, by facsimile, of any vacancy coming within the scope of this Agreement and further agrees to give first consideration to qualified applicants referred by the Union. The Employer retains the right to be the sole judge of suitability and may employ any person they deem fit.

13:06 **Promotion and Transfer Trial Periods**

- (a) The trial period shall be for ninety (90) days.
- (b) Should the Employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should the Employee decide during the trial period that they do not want to continue in the job, then the Employee may be returned to their former job. In such cases, the Employer shall have the right to require all Employees who changed job positions in consequence of the promotion or transfer, to move back into their job positions and wage rates, which they occupied prior to the promotion or transfer.

ARTICLE 14 - UNIFORMS AND TOOLS

14:01 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 suitable facilities for the Employees to keep their clothes, etc. while working.

14:02 Upon presentation of receipts, the Employer will reimburse, once every eighteen (18) months, to a maximum of one hundred dollars (\$100.00), the cost of safety boots for the Building Operator and Building Maintenance Workers. These safety boots must be appropriate to the requirements of the buildings.

“The Employer shall supply all of the necessary tools and equipment for the Employees to carry out their duties. The Employer shall maintain and upgrade tools and equipment as needed.”

ARTICLE 15 - TECHNOLOGICAL CHANGE, CHANGE IN WORK PRACTICE OR CLOSURE

15:01 **Notice**

- (a) The Employer will give the Union at least three (3) months= notice of any contemplated technological change, change in work practice or closure which may result in the layoff or termination of an Employee. The notice shall be given in writing to the Union office sixty (60) days before the implementation of the change and will also comply with the terms and conditions of Section 54 of the Labour Relations Code of BC.
- (b) Where the Employer intends to introduce a technological change which may result in the loss of employment for Members of the bargaining unit, the Employer shall give notice in writing to the Union pursuant to the above and under the terms and conditions of Section 54 of the Labour Relations Code.

15:02 Alternate Position

In the event of a termination(s) due to technological change, the Employer shall make every effort to retain Employees in other classifications. Where an Employee cannot be retained in another classification or is terminated because of closure and has been employed by the Employer for a continuous period of not less than two (2) years, he/she shall receive severance pay of one (1) week's pay at his/her regular straight-time rate for each year of completed continuous service with the Employer.

15:03 Severance pay will not be paid

- (a) where an Employee is offered comparable alternative employment by the Employer within thirty (30) days of the Employee's termination. Such alternative employment shall be located within reasonable distance of Vancouver.
- (b) to an Employee whose seniority is lost as a result of operations being shut down permanently because of a strike, picket line, or any other group action.

ARTICLE 16 - STRIKES AND LOCKOUTS

16:01 During the life of this Agreement, there shall be no strikes, slow downs, sit downs or sympathetic strikes by any Employee or sanctioned by the Union, and there shall be no lockout by the Employer.

16:02 It shall not be a violation of this Agreement for an Employee to refuse to cross a lawful picket line of any other bargaining authority certified with respect to the business of the Employer where such bargaining authority is engaged in a lawful strike against the Employer.

ARTICLE 17 - HEALTH & WELFARE

17:01 The YWCA will continue the Health and Welfare Plan as per Schedule "A."

17:02 The Plans outlined in Schedule "A" shall include Medical, Group Life Insurance, Long Term Disability Insurance, an Extended Health Plan, Dental Plan, Accidental Death and Dismemberment Insurance, Sick Leave, Long Term Disability Salary Continuation Insurance, and a Pension Plan.

17:03 Each Employee shall, at the commencement of employment, be given the details and costs to the Employee of the Plans as per Schedule "A" of this Agreement.

The Employer will provide a copy to the Union office of the United Way Group Insurance Benefit booklet.

17:04 **Benefits During Lay-Off**

(a) MSP

Laid-off Employees can maintain their MSP coverage, providing after one (1) month of lay-off they pay one hundred percent (100%) of the premiums.

(b) Health & Welfare

Employees may continue their Health and Welfare benefits, subject to the restrictions as set out by the Plan Carrier, providing after one (1) month of lay-off they pay one hundred percent (100 %) of the premiums.

(c) Pension Plan

Employees may continue in the Pension Plan subject to the restrictions as set by the Plan Carrier.

ARTICLE 18 - GRIEVANCE PROCEDURE

18:01 The following procedure shall be used for the resolution of differences:

Step 1:

The following procedure shall be used for the resolution of differences:

The Employee involved, shall first take up the difference or issue with her or his immediate supervisor or designate, within ten (10) calendar days of the Employee becoming aware of the grievance.

The Employee may be accompanied by a shop steward.

Step 2:

If the difference or issue is not satisfactorily settled at Step 1, a Shop Steward or Union representative shall submit the grievance, in writing, to the excluded immediate supervisor or manager (or other person designated by the Employer) within the next seven (7) calendar days.

Within seven (7) calendar days following receipt of the written grievance, the excluded immediate supervisor or manager (or designated representative) shall submit a written response to the Shop Steward and the Union office.

Step 3:

If a satisfactory settlement is not reached at Step 2, the grievance shall be referred within the next seven (7) calendar days to the representative(s) of the Union and the representative(s) of the Employer. Failing settlement within a further ten (10) calendar days of receipt of notice, unless an extension is mutually agreed to, the dispute may be referred to Section 87(1) and/or Section 103 of the Labour Relations Code, or to arbitration, or by agreement of the parties, to expedited arbitration.

If, at Step 2 or 3 of the above procedure, more than two (2) months passes before proceeding to the next step of the grievance procedure or to arbitration, either party may inquire, in writing, by registered letter, as to the status of such grievance. If within fourteen (14) days of receipt of such letter, the Union has not advanced the grievance to the next step, or the Employer or the Union has not referred the grievance to arbitration, the grievance will be deemed to be abandoned.

Time limits under Article 18 may be extended by mutual agreement.

18:02 Employer's Grievance

In the event a grievance is initiated by the Employer, the Employer shall notify the Union, in writing, of the nature of the dispute, and such notice shall be given within seven (7) calendar days of the circumstances giving rise to the grievance, unless the parties agree to an extension of time. Failing settlement within ten (10) calendar days of receipt of notice, unless an extension of time is mutually agreed to, the dispute may be referred to arbitration and/or as prescribed herein.

18:03 Deviation from Grievance Procedure

In the event that, after having initiated a grievance in writing, an Employee endeavours to pursue the matter through an external jurisdiction other than the grievance procedure, then the Union agrees that pursuant to this Article, and after fourteen (14) days of initiating the written grievance, the grievance shall be considered to have been abandoned.

18:04 Right to Grieve Disciplinary Action

An Employee shall be given a copy of any document placed on the Employee's file which might be the basis of disciplinary action. Should an Employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Any such document, other than official evaluation reports, shall be removed from the Employee's file after the expiration of two (2) years from the date it was issued, provided there has not been any further infraction of any nature.

18:05 **Dismissal/Suspension for Alleged Cause**

- (a) Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to process a grievance directly to the Union's Business Manager or his/her designated representative.
- (b) Within fourteen (14) calendar days after the date of dismissal/suspension, the Union Business Manager or his/her designated representative shall meet with the Employer's designated representative, to effect a resolution of the grievance.
- (c) An Employee is entitled prior to the imposition of discipline or discharge to be notified at a meeting with management with the reasons for considering such action, unless they are a danger to themselves or others. The Employee will be advised of his/her right to be accompanied by a Union representative, and if a representative is so desired, the Union representative shall be advised in advance by management of the time and place of the meeting.
- (d) Employees shall be notified in writing of the grounds for discipline or discharge, and at the Employee's request, a copy will be sent to the Union.

18:06 **Interpretation**

Any grievance or dispute arising out of the interpretation or application of this Agreement, that may arise during the life of this Agreement, shall be promptly discussed and the parties hereto shall diligently cooperate in an effort to adjust such grievance at the earliest possible time.

18:07 **Union Policy Grievance**

When a dispute arises for which the Union requires resolution or redress for any or all of its members or for itself, the Union may, notwithstanding the unavailability of an individual grievor, institute a policy grievance which will be deemed to begin at Step 3 of the grievance procedure.

ARTICLE 19 - ARBITRATION

19:01 **Industry Troubleshooter**

- (a) Where a difference arises between the parties relating to the dismissal, discipline or suspension of an Employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, a trouble shooter, mutually agreed to by the parties, shall at the request of either party:
 - (i) investigate the difference,
 - (ii) define the issue in the difference; and

- (iii) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and for those thirty (30) days from that date, time does not run in respect to the Grievance Procedure.
- (b) Failing to reach an Agreement under Article 19:01(a), the Grievance or dispute may then be submitted to arbitration or, by agreement of the parties, to expedited arbitration.

19:02 Expedited Arbitration

- (a) Hearings will be held at the YWCA.
- (b) All presentations will be short and concise and will include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (c) The decision of the arbitrator is to be mailed to the parties within three (3) working days of the Hearing.
- (d) All decisions of the arbitrator are to be limited in application that particular dispute and are without prejudice. The decisions will have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (e) Each party shall pay its own costs, and fees and expenses of its representatives and witnesses. The fees and expenses of the arbitrator shall be shared equally between the parties.
- (f) The expedited arbitrator, who shall act as sole arbitrator, shall be mutually agreed by the parties.
- (g) The expedited arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 19:03.
- (h) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

19:03 Arbitration

- (a) The party requesting arbitration shall notify the other party of its intent to arbitrate and of its appointee to the Arbitration Board. The recipient of this notice shall, within ten (10) calendar days, notify the other party of its appointee to the Arbitration Board.
- (b) The two (2) appointees shall, within a further ten (10) calendar days, select a third (3rd) person to act as Chairperson. If the appointees fail to agree upon a Chairperson within this ten (10) calendar day period, either party may request the Minister of Labour of British Columbia to make an appointment.

- (c) The Arbitration Board shall have the authority to order that any Employee who has been wrongfully discharged, suspended, or otherwise disciplined, be reinstated without loss of pay, or at a lesser amount, and to have restored any other benefits that may have been lost as a result of the disciplinary action.
- (d) The Arbitration Board shall not have the authority to add to or subtract from, alter or amend this Agreement in any respect, or to award damages or costs against either party.
- (e) The Arbitration Board shall make known its award, in writing, to the parties within ten (10) days after concluding its Hearings, or as soon thereafter as may be conveniently arranged. A majority decision of the Arbitration Board shall constitute the award and it shall be final and binding on both parties.
- (f) Each party shall pay its own costs, and fees, and expenses of its representatives and witnesses. The fees and expenses of the Chairperson shall be shared equally between the parties.

19:04 **Single Arbitrator**

By mutual agreement between the Union and the Employer, a single arbitrator may be substituted for the Arbitration Board established in this Article, and such person will have the same powers and authority as an Arbitration Board.

ARTICLE 20 - GENERAL

20:01 **Harassment Policy**

The Employer and the Union subscribe to the principles of the Human Rights Act of BC and any subsequent amendments or legislation.

The Employer agrees to take appropriate action where harassment is found to exist.

In the event of alleged discrimination or harassment, the issue shall be dealt with in accordance with the YWCA Human Resources Policies and Practices Manual, and both parties agree to abide by the resolution of that process.

20:02 **Personnel Files**

The Employer shall maintain personnel files.

Should an Employee dispute any such entry into his/her file, he/she is entitled to resolution under the grievance procedure.

An Employee, or the Secretary-Business Manager of the Union (or designated representative), with the written authority of the Employee, shall be entitled to review the Employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance or an Employee may review his/her file for personal reference.

The Employee or the Secretary-Business Manager, as the case may be, shall give the Employer seven (7) days' notice prior to examining the file.

20:03 **Meetings and Inservices**

All Employees who are requested to attend the workplace, but not for work; e.g., meetings, inservices, etc., the time spent at the workplace shall be at regular rates of pay and not subject to minimum shift requirements.

20:04 **Job Descriptions**

Job descriptions are written with the intent to set forth the general duties and requirements of the job and the level of skill required and shall not be construed as imposing any restriction on the right of the Employer to create a new job or to assign duties other than those specifically mentioned in job descriptions, provided always that if the assignment of such duties changes the job content sufficiently to justify a review of the job rate, the Employer will set a rate in accordance with the YWCA Job Evaluation Salary Administration (JESA) plan and advise the Union.

A member of the Union will be invited to participate with the JESA committee when job descriptions of Bargaining Unit members are being assessed.

20:05 **Bargaining Unit Work**

Except in work emergency situations or as otherwise provided for in this Collective Agreement, management personnel will not perform work which is normally assigned to Employees in the bargaining unit. This provision shall not restrict the ability of management to train Employees covered by the scope of this Agreement.

It is not the intent of the Employer to have non-union management, staff and volunteers replace Bargaining Unit Employees.

Notwithstanding the above, subject to the requirements of the operation and in conformance with past practice, non-union management and staff may perform Bargaining Unit work.

20:06 **Volunteers**

Volunteers are fundamental to the YWCA's role in leadership development and the YWCA's way of work.

The Employer maintains the right to continue to use volunteers according to past practice. In the event of layoff, the Employer agrees not to allocate regular bargaining unit duties to a volunteer.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals the day and year above written.

**YOUNG WOMEN'S CHRISTIAN
ASSOCIATION**

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 882 & 882-B**

Chief Executive Officer

President

Secretary

Business Manager

SCHEDULE "A"

BENEFIT PLANS

In the Collective Agreement, the extended health benefits and annual maximums are not defined or itemized. The information is in the Employee Benefits Handbook. The following identifies the coverage that the parties have agreed will be adjusted.

Note: All full-time and regular part-time staff working seventeen and one-half (17 2) hours or more per week are eligible for the following benefits.

Up to date pamphlets are available from the Employer.

A. MEDICAL SERVICES PLAN

This is the Provincial Health Care Plan which provides for payment of the costs of required medical, surgical, obstetrical and diagnostic services of medical practitioners, for all residents of British Columbia and their dependents.

The premium is paid: 50% by the Employer, 50% by the Employee.

Staff members are eligible for inclusion in the YWCA's MSP Group after a full three months of employment. (If a new Employee is not covered by MSP at the time of employment he/she may apply for this coverage through the YWCA Payroll, but the Employee would pre-pay the monthly premiums for the initial three month period).

It is a condition of employment to join this plan unless otherwise covered.

B. UNITED WAY GROUP INSURANCE PLAN

Comprises of Group Life Insurance; Accidental Death and Dismemberment Insurance; Long Term Disability Benefit* (also Extended Health Benefits - see item {C}) and Long Term Disability Supplemental Coverage for staff members in the Pension Plan (see item {D}).

The premium is paid: Long Term Disability portion by the Employee, the balance by the YWCA.

Employees are eligible for this benefit on the first (1st) day after a full three (3) months of employment.

It is a condition of employment to join this plan.

Providing the Employee continues to contribute their share, the YWCA will continue to contribute the Employer's share of benefits premiums (i.e., MSP, MSA, Life and Accidental Death & Dismemberment Insurance) for the first (1st) six (6) months of Long Term Disability.

C. EXTENDED HEALTH BENEFITS (MSA)

This is a low cost protection against expenses not covered by the basic Medical Plan, such as ambulance, prescription drugs, special nursing, semi-private and private hospital accommodation and some dental procedures.

The premium is paid: one-half by the YWCA and one-half by the staff member.

Employees are eligible for this benefit after a full three (3) months of employment.

It is a condition of employment to join this plan unless otherwise covered.

Note: Coverage for vision care up to a maximum of two hundred and fifty dollars (\$250.00), every two (2) years included.

D. UNITED WAY PENSION PLAN

The premium is paid: one hundred and twenty percent (120%) by the YWCA and one hundred percent (100%) by the staff person.

Employees are eligible for this benefit after a full three (3) months of employment.

It is a condition of employment to join this plan after reaching age twenty-five (25) and after one (1) year's employment.

E. LONG TERM DISABILITY PLAN

Employees on extended sick leave may apply for Long Term Disability Income Benefits.

Once an Employee's claim for Long Term Disability Income benefits is approved, his/her position shall remain unfilled unless a temporary replacement is required (at the discretion of the supervisor in consultation with the Human Resources Director), up to a maximum of six (6) months. Thereafter, upon the Employee being able to return to work, a reasonable effort will be made to find a suitable position within the Employer.

The Employer will continue to contribute the Employer's share of benefit premiums (i.e., MSP, MSA, Long and Accidental Death & Dismemberment Insurance) for the first six (6) months of long-term disability, providing the Employee continues to contribute his/her share.

LONG TERM DISABILITY SUPPLEMENTAL COVERAGE

If you are a member of the United Way Pension Plan and become totally disabled (as defined under the Long Term Disability Benefit) this benefit will make monthly contributions to the Pension Plan on behalf of you and the YWCA for as long as you are totally disabled, but not beyond age sixty-five (65).

F. DENTAL PLAN

(a) Based on the current Dental Schedule of Fees, the plan will pay the following:

- | | | |
|-------|-------------------|--|
| (i) | Basic | 100% reimbursements |
| (ii) | Major Restorative | 50% reimbursements |
| (iii) | Orthodontics | 50% reimbursements |
| (iv) | Maximums | \$2,000 per person per year, for Basic & Major restorative services combined.

\$3,000 lifetime maximum per person for Orthodontics |

(b) The premium is paid
one-half by the Employer
one-half by the Employee

**SCHEDULE "B"
WAGE SCHEDULE**

Classification	Apr 1/06 Current	Apr 1/07 2.00%	Apr 1/08 2.50%	Apr 1/09 2.50%
Attendant 1				
Step 1 First 6 months	\$15.21	\$15.51	\$15.90	\$16.30
Step 2	\$15.42	\$15.73	\$16.12	\$16.52
Attendant II				
Step 1 First 6 months	\$15.48	\$15.79	\$16.18	\$16.58
Step 2	\$15.67	\$15.98	\$16.38	\$16.79
BSW				
Step 1 First 6 months	\$15.74	\$16.05	\$16.45	\$16.86
Step 2	\$15.96	\$16.28	\$16.69	\$17.11
Relief head Housekeeper				
Step 1 First 6 months	\$16.67	\$17.00	\$17.43	\$17.87
Step 2	\$16.82	\$17.16	\$17.59	\$18.03
Lead BSW				
Step 1 First 6 months	\$16.82	\$17.16	\$17.59	\$18.03
Step 2	\$16.96	\$17.30	\$17.73	\$18.17
Building Operator-Lead Hand				
Lead Hand Premium	\$0.55	\$0.55	\$0.55	\$0.55
Building Operator 1				
	\$22.43	\$22.88	\$23.45	\$24.04
Building Operator 2				
	\$20.57	\$20.98	\$21.50	\$22.04
Building Maintenance Worker				
	\$18.69	\$19.06	\$19.54	\$20.03
Guest Service Representatives				
Step 1 – First Year	\$15.48	\$15.79	\$16.18	\$16.58
Step 2 – Second Year	\$15.67	\$15.98	\$16.38	\$16.79
Lifeguards				
Head Lifeguard Premium		\$0.55	\$0.55	\$0.55
Night Auditor				
Step 1 – First 6 months	\$17.42	\$17.77	\$18.21	\$18.67
Step 2	\$17.58	\$17.93	\$18.38	\$18.84
Relief Night Auditor				
Step 1 – First 6 months	\$17.42	\$17.77	\$18.21	\$18.67
Step 2	\$17.58	\$17.93	\$18.38	\$18.84

Note: Signing Bonus of one hundred dollars (\$100.00) for each Employee employed by the YWCA of Vancouver at the time of ratification.

LETTER OF UNDERSTANDING #1

BETWEEN: YOUNG WOMEN'S CHRISTIAN ASSOCIATION
in the City of Vancouver,
in the Province of British Columbia

**AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882 & 882-B**
of the Municipality of Burnaby,
in the Province of British Columbia

CONTRACTING OUT

WHEREAS the Union and the Employer have agreed for the duration of this Agreement that the Employer shall not contract out Bargaining Unit Work.

No craft Employee shall be laid off while outside firms are on contract or call to all outreach centres currently serviced by the Bargaining Unit.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals the day and year above written.

FOR THE EMPLOYER

FOR THE UNION

Chief Executive Officer

Business Representative

LETTER OF UNDERSTANDING #2

BETWEEN: YOUNG WOMEN'S CHRISTIAN ASSOCIATION
in the City of Vancouver,
in the Province of British Columbia

**AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882 & 882-B**
of the Municipality of Burnaby,
in the Province of British Columbia

FRONT DESK EMPLOYEES - WAGE RATES

The parties agree that Employees who receive a higher rate than those prescribed in Schedule "B" shall continue to receive those rates of pay and shall have the general wage increases applied to those rates during the term of this Collective Agreement.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals the day and year above written.

FOR THE EMPLOYER

FOR THE UNION

Chief Executive Officer

Business Representative

LETTER OF UNDERSTANDING #3

BETWEEN: YOUNG WOMEN'S CHRISTIAN ASSOCIATION
in the City of Vancouver,
in the Province of British Columbia

**AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882 & 882-B**
of the Municipality of Burnaby,
in the Province of British Columbia

LIFE GUARD JOB POSTINGS

This change in process to Article 13 - Job Postings is specific to the Aquatic Department only.

The parties agree that should a lifeguard vacancy occur in the aquatic department, the following shall first occur:

A vacancy that will be longer than one (1) month in duration, will be posted to coincide with the beginning of the next schedule.

It is further understood that Aquatic schedules are posted quarterly during the calendar year.

The parties will review the above method of job postings for the department one year after the signing of this agreement.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals the day and year above written.

FOR THE EMPLOYER

FOR THE UNION

Chief Executive Officer

Business Representative

LETTER OF UNDERSTANDING #4

BETWEEN: YOUNG WOMEN'S CHRISTIAN ASSOCIATION
in the City of Vancouver,
in the Province of British Columbia

**AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882 & 882-B**
of the Municipality of Burnaby,
in the Province of British Columbia

REVIEW OF JOB DESCRIPTIONS

The parties agree that they will meet and review the job descriptions, in accordance with the JESA process, for the Building Maintenance Worker and Building Operator and adjust the job description and pay rates, as may be required.

The parties will endeavor to do this within six (6) months; time limit may be varied by mutual agreement.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals the day and year above written.

FOR THE EMPLOYER

FOR THE UNION

Chief Executive Officer

Business Representative

CASUAL ADDENDUM

1. CASUAL EMPLOYEES

Casual Employees are defined as individuals who are scheduled less than seventeen and one half (17.5) hours per week and/or are called for work that becomes available.

2. CASUAL SENIORITY

Seniority for Casuals is accrued based on hours worked.

Casual Employees shall move on the seniority list, based on the number of hours worked.

The Employer will maintain an overall seniority list of all casual Employees.

Casual Employees, who are successful in bidding for a regular position, do not transfer their casual seniority and will be placed at the bottom of the Regular seniority list. For the purposes of bidding for a Regular position, Casual seniority will be used to decide the successful candidate as between competing Casual Employees according to the Collective Agreement, but no Casual Employee will exercise seniority rights as against any Regular Employee.

A Casual Employee shall have no seniority rights except as against other Casual Employees.

The Employer will maintain an overall seniority list of all Casual Employees.

3. CASUAL CALL-IN

- (a)** Employees shall be called in order of seniority.
- (b)** A Casual Employee assigned to work or working a shift shall not be considered available for shifts which overlap their assigned or working shifts.
- (c)** A Casual Employee may be terminated if she or he refuses a work assignment on five (5) consecutive occasions, or refuses on any seven (7) occasions in a three (3) month period, unless she/he has indicated to the Employer that she/he would be unavailable for work.
- (d)** A Casual Employee who accepts an assignment shall be deemed to have the same obligation to fulfill the assignment as a regular Employee.

- (e) (i) Casual Employees at work who are scheduled less than full-time hours in a day may have their hours extended if extra hours become available.

Note: Casuals may be assigned for less than thirty (30) consecutive calendar days for relief and/or short term business requirements.

- (ii) Casual Employees who work an average of seventeen and one-half hours each week, for a period of four (4) months may be converted to regular part-time status.

The following procedure will be followed:

- (i) Eligible Employees will be informed that they qualify for Part Time Status.
- (ii) Employees who choose to remain Casual must inform the Employer in writing their choice to remain a casual Employee within 7 days of being notified of their eligibility.
- (iii) If subsequently, an Employee wishes to access the right to Part Time Status they must inform the Employer of their wishes and continually qualify over the next four months commencing the 1st of the month following advising the Employer of their intention.
- (iv) Benefits will be discontinued for Employees who do not qualify. The Employer will notify the Employee if and when they re-qualify and the Employees status will be changed.

4. STATUTORY HOLIDAYS

All Casual Employees shall be paid as per Employment Standards

Casual Employees will receive pay for Statutory Holidays calculated at 4% of pay for each Statutory Holiday, including 4% of pay for the eleven (11) Statutory Holidays. The Statutory Holiday pay will be calculated and paid with the Employee=s regular pay or in the pay period in which a statutory holiday falls, at the Employee=s option.