

COLLECTIVE AGREEMENT
between
YMCA-YWCA of Greater Victoria
and
**International Union of Operating
Engineers, Local 882**

TERM OF AGREEMENT: January 1, 2010 to December 31, 2012

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THIS AGREEMENT executed the 18th day of January 2010

BETWEEN: YMCA-YWCA OF GREATER VICTORIA, Province of British Columbia,
hereinafter called the “**Association**” or “**Employer**”

PARTY OF THE FIRST PART

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882
of the Municipality of Burnaby, Province of British Columbia, hereinafter called
the “**Engineers’ Local**” or “**Union**”

PARTY OF THE SECOND PART

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; 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 and to clearly define the conditions of employment. There will be no discrimination by reason of an employee’s membership or activity in the Union.

ARTICLE 2 – PERIOD OF AGREEMENT

2.01 This Collective Agreement shall be in full force and effect from and including **January 1, 2010 to and including December 31, 2012**, 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 **December 31, 2012**, 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.

ARTICLE 3 – UNION SECURITY AND SHOP STEWARDS

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 **nor shall they ask the Association** 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 within one 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) The Employer is to be kept advised, in writing of all Shop Steward appointments;
- (2) When a Shop Steward is the only employee on duty in a department and where his/her absence would unduly interfere with the proper operation of the department, then such Shop Steward may be refused leave of absence to transact Union Business.
- (3) 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.
- (4) There shall be no discrimination against any Employee for being a Shop-Steward, Officer or Committee Chairperson of the Union.
- (5) 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 the facility for the exclusive use of the Union to post official Union notices.

3.11 Contracting Out

The Employer agrees that it will not contract out bargaining unit work to any outside companies which would result in the laying off of employees within the Bargaining Unit.

“No work shall be contracted out, nor shall it be assigned to employees not within the Union’s bargaining unit, which:

- 1. Is presently or normally performed by members of the bargaining unit, or**
- 2. Has in the past been performed by members of the bargaining unit, or**
- 3. Bargaining unit members are capable of performing.”**

The parties agree that temporary operation requirements may dictate periodic short term contracting out.

It is the intent of the Employer to utilize its bargaining unit to the full extent possible and not reduce the workforce by contracting out. No employee shall be laid off, suffer a reduction in classification or have recall withheld because of contracting out.

Where work has been contracted out and where employees in the future will be expected to service and maintain the equipment which has been installed by a contractor, the Employer will provide an opportunity for a current employee(s) to work with, or observe, the contractor in the installation of such equipment.

The Employer will endeavor to use the services of the bargaining unit to perform work.

ARTICLE 4 – DEFINITIONS

- 4.01 The term “Engineer” whenever used in this Agreement, means any Engineer who is regularly employed in the power plant of the Association, unless the context otherwise requires.

ARTICLE 5 – JURISDICTION

- 5.01 The Engineers in charge of shift shall at all times have full charge of the operation and maintenance of all boilers, steam engines and all mechanical and electrical equipment in the boiler and engine rooms, as required by the Chief Engineer, and perform such other duties as will be recognized from time to time as coming within the Craft's jurisdiction and duties as presently required to be carried out by the Association.
- 5.02 The Chief Engineer shall at all times have full supervision of the operation, maintenance and future installations of equipment within the scope prescribed in **5.01** of this Article - as directed by the Association.
- 5.03**
- 1. Work of the employees shall comprise all work hereto before regularly performed by them and as defined by job descriptions which will be revised from time to time by mutual agreement between the Union and the Association.**
 - 2. It is understood that no salaried employee or supervisory personnel shall perform the work normally done by members of this bargaining unit.**

ARTICLE 6 – SCHEDULE OF WAGES

6.01 The Association agrees to pay all job classifications listed hereunder bi-weekly, at not less than the following rates of pay:

Classifications	Present	Effective Jan.1/10 2.5%	Effective Jan.1/11 3.0%	Effective Jan.1/12 3.5%
Chief Engineer	\$27.00	\$27.68	\$28.51	\$29.51
	Present	Effective Jan.1/10 2.0%	Effective Jan.1/11 2.5%	Effective Jan.1/12 3.0%
Engineer/ Maintenance	\$24.26	\$24.75	\$25.37	\$26.13
Probationary Start Wage/ Building Service Worker	\$21.22	\$21.64	\$22.18	\$22.85

- New employees to serve a probationary period of **six (6) months**.

In addition, in any year the Victoria CPI is a full one percent (1%) **over the wage percent increase for that year**, all wages will be increased by one-half a percent (1/2%).

It is further agreed that in the event of an Engineer temporarily filling the Chief Engineer’s position for eight (8) hours or longer, **during sickness or vacation**, he shall receive the Chief Engineer’s rate of pay.

Student Employee shall mean a full-time student in a recognized school or university. A student employee shall be one who at the date of hire expects to return to school or university and one who has been hired for a term of employment not to exceed four (4) months and subject to funding.

Student employees shall be paid at the probationary start rate of the collective agreement.

ARTICLE 7 – OVERTIME

7.01 Any time worked over and above eight (8) hours per day or forty (40) hours per week or an average thereof, shall be deemed overtime, and such overtime shall be paid for at the rate of time and one-half (1-1/2) for the first three (3) hours, then double time (2T) for all time thereafter.

All time worked by a part-time employee over and above eight (8) hours per day or forty (40) hours per week or an average thereof shall be considered as overtime, and such overtime shall be paid as prescribed herein.

An employee may accumulate and bank such overtime for subsequent utilization as time off. Such overtime will be used in the year acquired or within sixty (60) days of the following year.

Overtime must be pre-approved by the Chief Engineer, except in the case of an emergency when the Branch Manager will be informed within twenty-four (24) hours.

7.02 There shall be no lapse in compensation for the following Statutory Holidays:

New Year's Day	Canada Day	Remembrance Day
Good Friday	BC Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

and/or any other day that may be stated as a legal holiday by the Federal, Provincial and/or Civic Government. Work performed on such days shall be paid for at the rate of time and one-half (1-1/2); in addition, should the Statutory Holiday fall on an employee's normal day off, he will be granted a work day off with pay at the straight time rate or he may accumulate same and add to his annual vacation.

Part-time employees shall receive benefits prescribed herein on a pro-rata basis. Should one of the statutory holidays designate the foregoing on a part-time regular employee's scheduled day(s) off, that employee shall receive a full day's pay for the statutory holiday provided he/she has worked at least fifteen (15) of the thirty (30) calendar days immediately preceding the statutory holiday.

7.03 When changing shift schedules, employees shall have twelve (12) hours off between shifts and receive forty-eight (48) hours notice of such changes. If such notice cannot be given, then the rate of double (2T) the regular rate shall be paid for all hours the employee was required to work.

7.04 In the event an employee is called in or called back to work, he should be paid one and one-half (1 ½) hours straight time where no work is performed, or one and one-half (1 ½) times for hours actually worked.

7.05 On-Call Differential

Employees required to be on-call shall receive eight dollars (\$8.00) per day.

ARTICLE 8 – LEAVES OF ABSENCE

8.01 General Conditions

- (a) 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 six (6) weeks of the request. A written request shall not be required for Bereavement Leave.

8.01.01 Leave of Absence without Pay

- (a) Leave of Absence up to Five (5) Days

After completion of the probation period, leave without pay, to a maximum of five (5) working days may be granted by the Employer to the employee for a valid reason. Approval will be based on the Employer's operational requirements.

- (b) Leave of Absence over Five (5) days

Leave of absence without pay may be granted in accordance with Section 7.5 of the YMCA-YWCA of Greater Victoria Personnel Policies and Practices Manual.

During an unpaid leave of absence, the employee will assume responsibility for premium costs of any benefit program both the employee and Association share.

8.02 Sick Leave

- (a) Calculation

The date used for calculating sick leave accumulation shall be the employee's hiring date.

- (b) Medical Practitioner's Statement

It is further agreed that the Association may require a qualified medical practitioner's statement showing the reason for absence in excess of three (3) working days.

(c) Probationary Employees

After three (3) completed calendar months of continuous service, employees shall be granted sick leave with pay on the basis of one and one-half (1 ½) working days per month with a maximum accumulation of eighty-five (85) working days.

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

(d) Full-Time Staff

Sick leave is accumulated at one and one-half (1 ½) days per month, to a maximum of eighty-five (85) sick days.

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

(e) Part-Time Staff
(Regularly scheduled 20 hours or greater hours per week)

Sick leave is accumulated at one and one-half (1 ½) 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.

8.03 Sick Leave Benefits

The Association agrees to pay fifty percent (50%) of the premium of Group Benefits for eligible employees. Group Benefits include Extended Health, Dental, Life and AD&D Insurance and Long Term Disability Insurance. Information on benefit coverage is to be provided by the Group Insurance carrier. Benefits will be maintained as the same level until Collective Agreement expires.

8.03.01 EI 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.

8.04 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 purpose of this Article, spouse will be defined as:

"Common Law Spouse" and "Common Law Partner" means: two (2) people who have cohabitated as spousal partners for a period of not less than one (1) year.

Employees shall be granted a maximum of three (3) days for additional paid Bereavement Leave of Absence when attending a funeral out of the Vancouver Island area.

8.05 Jury Duty

Any full time or part time employee who is required to perform jury duty, on a regular working day will be released to serve.

An employee, who is subpoenaed by the Crown for Jury Duty or as a witness for the Crown, shall continue to receive his regular pay. The employee shall turn over to the Employer any monies received from the Crown on the days he is normally schedule to work, up to and including his regular rate of pay.

The Employee will be required to furnish proof of jury duty service and reimburse the YMCA-YWCA of Greater Victoria 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.

8.06 Family Responsibility Leave

After completion to probationary period, employees are entitled to five (5) days paid leave, prorated for part-time employees, 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.

Family Responsibility Leave does not accumulate year to year.

8.07 Pregnancy and Parental Leave

An employee is entitled to Pregnancy and Parental Leave. Any leave of absence is included when determining continuous employment.

Two (2) months prior to the expiration of the leave, the Association will send a letter to the employee specifying the expected date of return. Employees are required to contact the Branch Manager one (1) month before their scheduled leave end date regarding their intention to return.

8.07.01 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.

8.07.02 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 within 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 the 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 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.
- (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 employee must, subject to the seniority provisions in the Collective Agreement.

8.08 Union Business Leave

Time off with pay shall be granted to employee representative 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.

8.09 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 of 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.

8.10 Voting

Time off for voting will be granted in accordance with Section 7.08 of the YMCA-YWCA Personnel Policies and Practices Manual.

ARTICLE 9 – PENSION

9.01 Eligible employees shall, as a condition of employment, participate in the Canadian YMCA Retirement Fund as per the rules of the plan. This pension plan operates on a shared cost basis.

ARTICLE 10 – GENERAL

10.01 Employment Insurance Act

It is understood and agreed that the employees covered by this Agreement shall be considered as employees under the terms of the Employment Insurance Act.

10.02 Uniforms

(a) 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.

(b) The Employer will provide uniform items as per the Uniform Policy. In addition, the Employer will provide the employees with **four (4) pairs** of work pants/shorts per year **to a maximum of two hundred and twenty-five dollars (\$225.00) including tax at a store of the Association's choice.** The Employer will supply generic outerwear to be worn when working outside in inclement weather.

10.03 Membership Facilities and Programs

Permanent employees and their spouse/partner and dependent children have access to membership facilities and programs that are included in membership. Additional fees are required for some programs and courses, day camp, resident camp and childcare.

10.04 Superior Benefits and Conditions

The employees shall be entitled to all benefits and conditions that of are of a superior nature contained in the YMCA-YWCA of Greater Victoria Personnel Policies and Practices and are not covered in this agreement.

10.05 Training

- (a) Where technological change may require additional skill and knowledge on the part of regular employees or such employees who so desire to upgrade their skills for specific jobs will be given the opportunity to study, practice and train to acquire the skill and knowledge necessary. The Employer agrees to pay the cost.
- (b) The Chief Engineer will have the responsibility in consultation with the Branch Manager for recommending training/professional development. No reasonable request will be denied.
- (c) The Employer may request or require an employee to complete formal training.

ARTICLE 11 – ANNUAL HOLIDAYS

11.01 An employee's anniversary date of hiring shall be used as the date to calculate vacation entitlement and payment.

- (a) After the first year of service, an employee shall be granted three (3) weeks vacation with pay and/or six percent (6%) of gross annual earnings, whichever may be the greater will be granted, plus all holidays worked during the year.

Employees having less than one (1) year's service shall receive vacation entitlements on a pro rata basis of one and one-quarter (1 1/4) days per month.

- (b) After the fifth year of service with the Association, an annual vacation of four (4) weeks with pay or pay at the rate of eight percent (8%) of gross annual earnings whichever may be the greater will be granted.
- (c) After the tenth year of service with the Association, an annual vacation of five (5) weeks with pay or pay at the rate of ten percent (10%) of gross earnings whichever may be the greater will be granted.
- (d) **After the fifteenth year of service** with the Association, an annual vacation of **five (5) weeks plus two (2) days** with pay or pay at the rate of **ten percent (10%)** of gross earnings whichever may be greater will be granted.
- (e) **After the twentieth year of service** with the Association, an annual vacation of **six (6)** with pay or pay at the rate of **twelve percent (12%)** of gross earnings whichever may be greater will be granted.
- (f) All program facilities of the **YMCA-YWCA** shall be available to all employees covered by this Agreement free of charge.
- (f) All Employees will receive one (1) extra floater vacation day per year.

11.02 Reinstatement of Vacation Days – Sick Leave

Where an employee qualifies for sick leave, bereavement leave or any other approved leave with pay during his/ her vacation leave, such leave shall not be included as vacation leave. A medical certificate is required. The period of vacation leave displaced shall be re-scheduled.

11.03 Call Back from Vacation

Employees who have commenced their vacation will not be called back to work.

ARTICLE 12 – PROBATION

12.01 During the first **six (6) months**, each new employee shall be on probation. The decision whether to retain or not to retain the employee's services, shall be the sole right of the Association and any termination occurring during that period shall not be subject to the Grievance and Arbitration procedure spelled out in this Agreement.

12.02 During this probationary period, all benefits of the Agreement shall apply.

12.03 If an employee is retained following completion of a probationary period, his initial date of employment with the Association shall be his anniversary date for the purpose of determining benefits and seniority.

ARTICLE 13 – SENIORITY

13.01 The Association agrees with the principle of seniority status based on the length of service. All other things being equal, such as the qualifications and capabilities of the individual, seniority will be the governing factor in all cases of promotion, demotion, hiring, firing, rehiring, vacations, etc.

13.02 An employee shall not lose seniority rights if he is absent from work because of sickness or a compensable accident.

13.03 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.

13.04 An employee shall not lose seniority rights if he is absent from work because of a Leave of Absence approved by the Association.

13.05 All laid off employees shall retain seniority for a period of twelve (12) months.

- 13.06 (1) The Association agrees to post vacancies for five (5) days but may fill such vacancies on a temporary basis until applications have been processed and a regular appointment is made. A copy of all postings are to be sent to the Union and Chief Shop Steward. Regular appointments shall be made within one (1) week. The times may be extended by mutual agreement.**
- (2) For the purposes of this Article, a job vacancy occurs when the Association requests a replacement for a regular employee whose employment has been terminated or when the Association creates a new job and seeks application for same.**

ARTICLE 14 – DISCRIMINATION AND HARASSMENT

14.01 No Discrimination

The parties hereto subscribe to the principles of the Human Rights Code of British Columbia. The Employer and the Union agree that there shall be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, criminal or summary conviction that is unrelated to the employment of that person, nor by reasons of their membership or activity in the Union.

14.02 Harassment Defined

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment. Harassment is a form of discrimination and includes personal harassment, which is any improper behaviour by any person, which is offensive to any employee and which that person knows or ought reasonably to know is inappropriate and unwelcome. Harassment is also comprised of objectionable conduct; comment or display occurring either once or continuously that demeans, belittles or causes personal humiliation or embarrassment to an employee. The Employer and the Union will work together to ensure all members of the Employer's organization, as well as all employees, understand their personal responsibility to promote a harassment-free and safe work environment.
- (b) To constitute harassment, behaviour may be repeated or persistent or may be a single serious incident.

14.03 Harassment Complaint Procedures

If possible, the complainant will discuss the problem with the person(s) concerned. If the problem is not resolved, or if the individual cannot discuss the problem with the alleged harasser(s), then the following procedure shall apply:

- (a) An employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within thirty (30) days of the latest alleged occurrence directly to the Employer/Designate. Upon receipt of the written complaint, the Employer shall advise the designated Union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (b) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing under this Clause.
- (c) The Employer designate and a Union representative shall jointly investigate the complaint and shall submit their reports to the Employer/Designate in writing within fifteen (15) days of receipt of the complaint. The Employer/ Designate shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue.
- (d) Pending determination of the complaint, the Employer/Designate may take interim measures to separate the employees concerned, if deemed necessary.
- (e) In cases where harassment may result in the transfer of an employee every effort will be made to relocate the harasser, except that the harassee may be transferred with their written consent. The Union will be consulted throughout the process.
- (f) Where either complainant or the respondent, in conjunction with the Union is not satisfied with the Employer's response, the Union will put the complains, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
 - (1) dismiss the complaint; or
 - (2) determine the appropriate level of discipline to be applied to the harasser; or
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (g) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action, which may include discipline.

- (h) Complaints under this Article shall be treated in strict confidence by all parties involve.

ARTICLE 15 – GRIEVANCE PROCEDURE

15.01 Grievance Investigations

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward wishes to discuss the grievance with that employee, the employee and the Shop Steward shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business.

15.02 Right to Grieve Disciplinary Action

15.02.01 Disciplinary Action Grievable

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation.

15.02.02 Employee Notified of File Documentation

An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in her/his file, she/he shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her/his personnel record.

15.02.03 Removal of Disciplinary Documents

Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. Documents will remain on file if there have been further infractions or required for legal purposes for another eighteen (18) months.

15.02.04 Introduction of Evidence at Hearing

The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

15.03 Grievance Procedure

15.03.01 Preamble

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline or suspension of any employee bound by this Agreement.

15.03.02 Step One:

The employee, with or without a Shop Steward (at the employee's option), shall first discuss the grievance with her/his immediate supervisor or department head within seven (7) calendar days of the occurrence of the grievance. In this first step, both parties shall make every effort to settle the dispute. If the grievance is not settled at this step, then:

15.03.03 Step Two:

The grievance shall be reduced to writing by:

- (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (2) stating the article or articles of the agreement infringed upon or alleged to have been violated and the remedy or correction required;
- (3) the grievance shall be signed by the employee and a Shop Steward;
- (4) the supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented; and
- (5) within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give her/his written reply. If the grievance is not settled at this step, then:

15.03.04 Step Three:

The Union shall meet within twenty-one (21) calendar days or other mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to Arbitration within thirty (30) calendar days.

15.04 Policy Grievance

Where either party to this agreement disputes the general application, interpretation or alleged violation of an article to this agreement, the dispute shall be discussed initially with the Employer, her/his designate or the Union with fourteen (14) calendar days of the occurrence. Where no satisfactory resolution is reached, either party within a further twenty-eight (28) calendar days may submit the dispute to Arbitration.

15.05 Dismissal/Suspension for Alleged Cause

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

15.06 Reinstatement of Employees

If it is found that an employee was disciplined or dismissed without just and reasonable cause, or laid off contrary to the provisions of the Collective Agreement, that employee shall be reinstated by the Employer without loss of pay with all of her/his rights, benefits and privileges which she/he would have enjoyed if the layoff, discipline or discharge had not taken place, or upon such other basis as the parties may agree.

15.07 Technical Objections to Grievances

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, the Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute, and to render a decision according to equitable principles and the justice of the case.

ARTICLE 16 – ARBITRATION

16.01 Any dispute or grievance concerning the interpretation or alleged violation of the Agreement or alleged wrongful dismissal which has not been settled through the Grievance Procedure of Article 15 shall be referred to a Board of Arbitration at the request of either party.

16.02 The parties by mutual agreement may use a single arbitrator. If there is no mutual agreement then a Board of Arbitration will consist of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairperson chosen by the two appointees.

- 16.03 The request by either party for a Board shall name that party's appointee to the Board. The recipient of the notice shall, within five (5) days, advise the other party of the name of its appointee.
- 16.04 Should the appointee fail to agree on a Chairperson within five (5) days of the appointment of the second of them, the Minister of Labour shall be asked to appoint a Chairperson.
- 16.05 No person may be appointed as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance or dispute.
- 16.06 The decision of the majority shall be the decision of the Board.
- 16.07 The Arbitration Board shall have the power to settle the terms of the question to be arbitrated.
- 16.08 If the Arbitration Board finds that an employee has been unjustly laid off, suspended or discharged, that employee shall be reinstated by the Employer and the Board may order that her/his reinstatement be without loss of pay, and with all his/her rights, benefits and privileges which she/he would have enjoyed if the lay-off, suspension, or discharge had not taken place. Provided, however, that if it is shown to the Board that the employee has been in receipt of wages during the period between lay-off, suspension or discharge and reinstatement, the amount so received shall be deducted from wages which may be payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted.
- 16.09 Whenever the Union requires the grievor or a shop steward to give evidence before an Arbitration Board, then such employee will not suffer any loss of wages.
- 16.10 Each party shall pay half the expenses of the Chairperson of an Arbitration Board or single Arbitrator and of the stenographic and other expenses of the Board, unless paid by the Labour Relations Board.

ARTICLE 17 – LAY-OFF & RECALL

- 17.01 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 they 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.

17.02 Severance

Employees whose services are no longer required by the Employer except for those dismissed for just and proper cause.

Shall be entitled to the following severance payment:

Length of Continuous Services	Severance Pay
6 months but less than 2 years	2 weeks' pay
2 year and more	3 weeks' pay or proportionate amount for the first 2 years of continuous service plus 1 week's pay for each additional two (2) completed years thereafter to a maximum of twenty (20) weeks' pay.

In this clause, one (1) days pay shall be equivalent to eight (8) times the employee's regular hourly rate.

Prorate for part-time employees.

17.03 Technological Change, Change in Work Practice or Closure – 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.**

ARTICLE 18 – RETIREMENT PAY

18.01 The Employer will pay one (1) calendar months salary to a regular employee who retires after thirty (30) years continuous service in recognition of long and faithful service.

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

YMCA-YWCA OF GREATER VICTORIA

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 882**

(PARTY OF THE FIRST PART)

(PARTY OF THE SECOND PART)

Chief Executive Director

President

Chair, Board of Directors

Secretary

Business Manager

MEMORANDUM OF UNDERSTANDING #1

Between

**THE YMCA-YWCA OF GREATER VICTORIA
(the “Association”)**

And

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882
(the “Union”)**

WHEREAS discussions have taken place between the Association and the Union regarding schedule changes and the work week.

THE PARTIES HAVE AGREED that,

- **The Employer shall consider the preferences of the employee in the development of the schedules and rotations that address employee concerns and that meet operational needs. No unreasonable request shall be denied.**
- **Hours of work and shift assignments will be based on operational requirements.**
- **A work week will consist of forty (40) hours worked with five (5) consecutive days on and two (2) consecutive days off in a row, changes to the work week will be by mutual agreement of the parties (the Association and the Bargaining Unit)**

SIGNED this _____ day of _____, 2010.

For the Association

For the Union

Chief Executive Officer

**Sandra Taylor
Business Manager, IUOE Local 882**

Chair, Board of Directors

Chief Shop Steward