

AGREEMENT, JULY 1, 1995 TO JUNE 30, 1998

BETWEEN: NICOLA VALLEY & DISTRICT CREDIT UNION
AND: OFFICE AND TECHNICAL EMPLOYEES UNION, LOCAL
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LETTER OF UNDERSTANDING

THIS AGREEMENT ENTERED INTO THIS _____ DAY OF _____, 1995

BETWEEN: NICOLA VALLEY & DISTRICT CREDIT UNION
(hereinafter referred to as the "Employer")
PARTY OF THE FIRST PART

AND: OFFICE AND TECHNICAL EMPLOYEES UNION, LOCAL 15
(hereinafter referred to as the "Union")
PARTY OF THE SECOND PART

ARTICLE 1: PURPOSE

Section 1: The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees, to define clearly the hours of work, rates of pay and conditions of employment, to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Employer and its employees and in recognition whereof the Parties hereto covenant and agree as follows:

Section 2: Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off, discharge or otherwise because of race, colour, creed, national origin, age, sex or marital status.

ARTICLE 2: UNION SECURITY AND RECOGNITION

Section 1: This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the Labour Code of B. C. Act and shall be binding on the Employer and the Union and their respective successors and assigns.

Section 2: All employees covered under this Agreement shall, as a condition of employment, become and remain members of the Union within thirty (30) days from the effective date of this Agreement.

Section 3: All employees hired subsequent to the signing date of this Agreement shall, as a condition of employment, become and remain members of the Union within thirty (30) days from the date of employment.

Section 4: Upon written authorization from the employees, the Employer agrees to deduct Union initiation fees, dues and assessments from the wages of each employee and to transmit the monies so collected to the Union, once monthly, together with a list

of employees from whom such deductions have been made.

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ARTICLE 3: UNION AND EMPLOYER REPRESENTATION

Section 1: The Employer shall recognize a maximum of one (1) regular employee elected or appointed by the Union to act as Office Steward, and one (1) regular employee to act as an alternate to the Office Steward. These employees must have completed their probationary period of employment. The Union shall inform the Employer, in writing, of the names of the Office Steward(s).

Section 2: The Office Steward(s) may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay. The Steward(s) will obtain permission from their immediate supervisor before leaving their immediate area for such purposes and such permission will not be unreasonably denied.

Section 3: Committees:

- a) Each Party to this Agreement shall appoint a Standing Committee.
- b) The Union's Committee shall be composed of not more than two (2) regular employees who have completed their probationary period and are Union members.
- c) Each Party shall notify the other by letter, of the names of their Committee members and any changes which may take place from time to time.
- d) The purpose of the Standing Committees shall be to meet together at the request of either Committee to discuss matters related to the administration of the Collective Agreement and to attempt to resolve any problems that may arise or can be foreseen. A decision by the Union's Standing Committee must be confirmed by an Official Representative of the Union, to bind the Union.

ARTICLE 4: RIGHTS OF THE EMPLOYER

Section 1: The Union recognizes and acknowledges that the management and direction of the workforce is reserved to the employer, including the right to:

- a) maintain order and efficiency; and

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- b) determine schedules, shifts, hours, the content of jobs, requirements and to assign work to employees on a fair and equitable basis; and
- c) determine the place, means, methods, processes and schedules of production, number of employees, location, extension, limitation, curtailment or cessation of operations or any part thereof, the services to be rendered and whether to perform a contract for goods and services; and
- d) hire, classify, promote, demote, lay-off or transfer employees; and
- e) suspend, discipline or discharge employees for just cause; and
- f) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees.

The employer agrees that these rights will be exercised consistent with the terms of this agreement.

Section 2: Nothing herein contained shall limit the statutory powers and duties of the directors of the Employer, as referenced in the Financial Institutions Act, Part 1, Section 5 (a), "Application of the 'Company Act' to Credit Unions" and the "Company Act" itself, which states in Part 4, Section 141 (1) - Management:

"The directors shall, subject to this Act and the articles of the company, manage or supervise the management of the affairs and business of the company."

Section 3: Actual direction of the office staff will be under the authority delegated by the Board of Directors to the General Manager who, in turn, may delegate any of these duties and authority to others in managerial and/or supervisory capacity.

ARTICLE 5: DEFINITION OF EMPLOYEES

Section 1: Probationary Period: All regular employees shall be considered probationary for the first sixty (60) working days of employment. This period may be extended by mutual agreement between the Employer and the Union.

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Section 2: Full-time Regular: All employees hired to work on a regular full-time basis.

Section 3: Temporary: A temporary employee is one so informed by the Employer at the start of employment. Temporary employment shall be for a specified period not exceeding ninety (90) calendar days duration, except when extended by mutual agreement between the Union and the Employer. A temporary employee reaching regular status will have rights under this Agreement which are based on length of service or seniority dated from the start of continuous employment.

Section 4: Part-time Regular: An employee hired to work regular hours or days on a continuing basis but who works less than the normal working hours in a month.

Section 5: Casual: Casual employees shall be those employees who are hired for extra emergency help that may be required from time to time.

ARTICLE 6: HOURS OF WORK AND OVERTIME

Section 1: (a) The standard day shift shall consist of seven (7) hours per day between the hours of 8:00 A.M. and 8:00 P.M. The standard work week shall consist of thirty-five (35) hours, Monday through Saturday inclusive.

(b) The determination of the starting time of daily and weekly work schedules shall be made by the Employer and such schedules may be changed by the Employer from time to time to suit varying conditions of business. In the event of any changes in starting and quitting times of shifts, the Employer agrees to give at least fifteen (15) days notice of any change.

(c) Full-time employees will be scheduled to work five (5) consecutive days, with two (2) consecutive days off. It will not be the intent of the Employer to work part-time employees six consecutive days. The Employer agrees with the

principle of two (2) consecutive days off for part-time employees, wherever this is possible.

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Section 2: A one (1) hour lunch period will be provided and taken within the three (3) hours in the middle of the regular working day. Precise time to be arranged between the Employer and the employee.

Section 3: Two (2) relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be provided without loss of pay.

Part-time employees will be entitled to the following:

-Two (2) to four (4) hours worked: one (1) fifteen (15) minute rest period

-In excess of five (5) hours worked: two (2) fifteen (15) minute rest periods and an unpaid thirty (30) minute lunch period at the employee's own option.

Section 4: Overtime Premiums:

- (a) Time worked in excess of the standard day shift shall be paid for at time and one-half (1 1/2) the employee's straight time hourly rate for the first two (2) hours and two (2) times the straight time hourly rate thereafter.
- (b) Time worked by an employee on the employee's scheduled day off shall be paid for at time and one-half (1 1/2) the employee's straight time hourly rate for the first two (2) hours and two (2) times the straight time hourly rate thereafter.
- (c) Time worked on a Sunday shall be paid for at two (2) times the employee's straight time hourly rate.
- (d) Time worked on a holiday provided for in Article 7 or a day in lieu of such holiday shall be paid for at two (2) times the employee's straight time hourly rate plus one (1) day's regular pay.

- (e) **Call Outs:** An employee called back to work after having completed a regular day's work, or from a regular day off, or from vacation shall be paid at the applicable overtime premium specified in this Section for a minimum of four (4) hours or for time worked, whichever is greater. Travel time to and from the employee's residence will be considered time worked.

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- (f) Overtime work must be authorized by the Manager or his/her authorized representative.

Section 5: An employee who works overtime beyond a regular shift shall be allowed a suitable hot meal and one (1) hour paid meal period in which to eat the meal at his/her straight time hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed.

Section 6: Employees who work overtime may take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight-time equivalent to the overtime earnings. Vacation pay shall be added to overtime earnings at the time of pay-out. When overtime is taken as paid time off, the vacation pay adjustment will be added to the current months payroll.

Section 7: Employees may decline overtime on a seniority basis providing there are other qualified employees available to perform the work. In such cases, the junior employees cannot decline to work overtime.

ARTICLE 7: STATUTORY HOLIDAYS

Section 1: (a) The Employer agrees to provide all full-time employees with the following statutory holidays, without loss of pay:

| | | |
|---------------|------------------|-----------------|
| New Years Day | Canada Day | Remembrance Day |
| Good Friday | B. C. Day | Christmas Day |
| Easter Monday | Labour Day | Boxing Day |
| Victoria Day | Thanksgiving Day | |

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal

Government.

Should one of the above holidays fall on an employee's normal day(s) off, the employee shall receive an additional day or day(s) off with pay to be taken adjacent to the employee's normal days off or at a time mutually agreed between the employee and the Employer.

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- (b) The day off in lieu of a holiday which falls on an employee's normal day off must be taken within ninety (90) calendar days following the date the holiday occurred. Seniority will govern when more than the allowable number of employees request the same day off work, giving due consideration to the requirements of efficient operation of the Credit Union.

- (c) **Floating Holidays** - In addition to the holidays stipulated in Section 1 (a) above, following completion of the probationary period stipulated in Article 5, Section 1, an employee will be entitled to one (1) paid holiday in each year of service. This shall be known as a "floating" holiday and shall be taken during the period January 15th to March 15th or at a time mutually agreed between the Employer and the employee. Employees shall not be entitled to a "floating" holiday should the Federal or Provincial Government proclaim another general holiday in the January 15th to March 15th period in addition to those set out in Section 1 (a) above.

Section 2: In the event any of the holidays in Section 1 occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

ARTICLE 8: ANNUAL VACATION AND SUPPLEMENTARY VACATIONS

- Section 1:**
- (a) The vacation year shall be defined by the calendar year, January 1st through December 31st.

 - (b) Vacation shall be taken at anytime in the vacation year in which they are earned subject to the provisions of Section 2 (a) and Section 5.

 - (c) Employees shall receive one (1) day per month in their first year of employment, up to a maximum of

ten (10) days. To determine the employee's first vacation year, those commencing employment prior to July 1st shall count their service to December 31st as their first vacation year. Those starting on July 1st or later shall commence their first vacation year on January 1st following their employment date.

- (d) Vacation selection shall be between January 1st and February 15th, and confirmed by the Employer by March 31st. Any vacation selections made prior to March 31st shall not be counted as an employee's first choice.

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Section 2: All regular employees shall be entitled to a vacation in accordance with the following schedule:

- (a) Upon completion of six (6) months service in his/her first year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days which if taken will be deducted from his/her total entitlement for that year. New employees during their first vacation year shall earn one (1) day's vacation per month's service up to a maximum of ten (10) days. Such vacation period must be taken at a time mutually agreed with the Employer.
- (b) Each employee who completes one (1) vacation year shall receive ten (10) working days paid vacation. Pay for such vacation shall be at the employee's current salary or four (4%) percent of gross earnings for the period in which vacation was earned, whichever is greater.
- (c) Each employee who completes two (2) vacation years shall receive fifteen (15) working days paid vacation. Pay for such vacation shall be at the employee's current salary or six (6%) of gross earnings for the period in which vacation was earned, whichever is greater.
- (d) Each employee who completes five (5) vacation years shall receive twenty (20) working days paid vacation. Pay for such vacation shall be at the employee's current salary or eight (8%) of gross earnings for the period in which vacation was earned, whichever is greater.

- (e) Each employee who completes ten (10) vacation years shall receive twenty-five (25) working days paid vacation. Pay for such vacation shall be at the employee's current salary or ten (10%) percent of gross earnings for the period in which vacation was earned, whichever is greater.
- (f) Each employee who completes fifteen (15) vacation years shall receive thirty (30) working days paid vacation. Pay for such vacation shall be at the employee's current salary or twelve (12%) percent of gross earnings for the period in which vacation was earned, whichever is greater.
- (g) Part-time employees will be paid the appropriate vacation pay on each pay cheque.

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- (g) As it applies to this article, five days will be equivalent to one week's vacation.

Section 3: Senior employees shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in broken periods instead of one period may do so subject to the following:

- (a) The periods are a minimum of five (5) working days or multiples of a full week.
- (b) Employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one vacation period. Subsequently, those employees who have chosen to take their vacations in separate periods shall select the period in order of seniority.

Section 4: Employees shall be permitted to bank five (5) working days of vacation and take it in the following year subject to the following:

- (a) There must be special circumstances warranting the banking of vacation, i.e. normal practice shall require the use of vacation entitlement in accordance with the schedule.
- (b) The banked vacation shall be taken at a time mutually agreed upon.

Section 5: Should an employee's services become terminated, the employee shall reimburse the Employer for any overpayment he/she may have received for holidays provided by this Article.

Section 6: Upon completion of ten vacation years, employees shall be entitled to a one-time bonus of five (5) working days vacation, to be taken within three years of entitlement. Five (5) working days bonus vacation pay shall be equal to one (1) week's salary of the employee's regular job at the time the vacation is taken.

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ARTICLE 9: LEAVE OF ABSENCE

Section 1: Union Business: Leave of absence without pay may be granted to employees for the purpose of attending to Union business with the approval of the Employer or his authorized Representative. The Union will request such leave by giving the Employer at least two (2) weeks notice.

Section 2: Bereavement Leave: In case of death in the immediate family of a full-time or part-time regular employee, the employee shall be granted leave of absence without loss of pay for up to five (5) days for immediate family, three days for others and up to five (5) days where travel warrants it, (i.e. one (1) day travel, one (1) day additional). Immediate family are - spouse, mother, father, sister, brother and children. Other family members are - foster-children, mother-in-law, father-in-law, step-parents, grandparents and grandchildren. An employee is entitled up to one (1) day leave of absence without loss of pay to attend the funeral of any relative not mentioned above. A leave of absence will not be charged against paid sick leave or annual vacation entitlement.

Section 3: Jury Duty: Full-time regular employees and part-time regular employees summoned to Jury Duty or subpoenaed as court witness shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they

would have earned, had they worked on such days.

Employees on Jury Duty shall furnish the Employer with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on Jury Duty and actual work on the job in the office in one (1) day shall not exceed normal working hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of seven and one-half (7 1/2) hours shall be considered overtime and paid as such.

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Section 4: Maternity/Parental Leave: Leave of absence without pay shall be granted in accordance with the Employment Standards Act. Such leave will not affect sick leave entitlement or seniority. All maternity/parental leave of absence requests shall be in writing and shall show the last day to be worked and the expected date of return to work.

Employees using maternity/parental leave will have vacation pay calculated as a percentage of gross earnings.

Section 5: Special Leave Without Pay

- (a) Upon written application and when the requirements of the Employer's service will permit, an employee may be granted a leave of absence without pay, for a period of up to sixty (60) calendar days. Under such leaves, the employee shall retain and continue to accrue seniority.
- (b) Such leave may be extended for an additional period of up to sixty (60) calendar days when approved by the Employer. Seniority will accrue during such extension.
- (c) Leave of absence will only be considered provided that all vacation entitlement and accrued days in lieu of statutory holidays have been taken.

ARTICLE 10: BENEFIT PLANS AND SICK LEAVE

Section 1: (a) All full-time regular employees shall be entitled to coverage under the B.C. Central Credit Union Benefits Program listed under this Section.

For the purpose of coverage of common-law spouses the Parties must have lived together under the same roof for a term of one (1) year or as otherwise established by Carrier requirements or law. Employees must notify the Employer when the common-law arrangement is terminated.

Details of the benefit plans are contained in brochures provided by the Employer.

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Medical Plan: On the first day of the month following starting date of employment.

All Other Plans: On the first day of the month following ninety (90) days of employment:

- Extended Health Benefit Plan 5 (**Plan 2, July'96**)
- Accidental Death & Dismemberment Insurance
- Group Life Insurance
- Dental Care Option 3
- Employee Assistance program
- Salary Insurance Plan

(b) The premium cost sharing on the Plans listed above shall be as follows:

| PLAN | EMPLOYER'S SHARE | EMPLOYEE'S SHARE |
|-----------------------------|-------------------------|-------------------------|
| Medical | 0 | 100 |
| Extended Health Care Plan 2 | 100 | 0 |
| AD&D Insurance | 100 | 0 |
| Group Life Insurance | 100 | 0 |
| Dental Plan Option 3 | 100 | 0 |
| Salary Insurance Plan | 0 | 100 |
| Employee Assistance Program | 100 | 0 |

Section 2: Sick Leave: Employees shall accrue a paid sick leave entitlement of one (1) working day for each month worked in a calendar year (January 1st to December 31st). Unused sick leave may be accumulated to a maximum of eighty (80) days and may be used to

enhance wage indemnity benefits to 100% of salary, on the basis that while the accumulation is being provided, the Employer shall provide full-payroll and the employee shall sign over cheques received from CU&C while on full payroll.

Employees who are entitled to sick leave will be permitted to use sick leave in instances of illness of a dependent living with the employee where no other arrangements can reasonably be made.

Where employees do not require a full day of sick leave, then a minimum of one-half (1/2) day increments will be deducted from their bank, it being understood that "day" means that employee's regular daily hours of work.

Section 3: Part-Time Employees: Benefit Plans and sick leave are included in the wage rate, except where provided for in the Letter of Understanding.

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Section 3: Pension Plan: The Employer shall provide an RRSP benefit for all regular employees on the following basis:

Full-time - 6.5% of gross wages paid by the employer after one (1) year's service **(Effective Jan. 1, 1997, increased to seven (7) percent)**

Part-time - 6% of gross wages paid by the employer after 200 days worked

Funds are 100% vested to the employee but not withdrawable while employed with Nicola Valley & District Credit Union.

ARTICLE 11: SALARY POLICY

Section 1: Employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix "A" which is part of this Agreement. The steps in the salary ranges are the minimum amounts to be paid an employee in accordance with Section 5 of this Article and shall not be construed to mean an employee may not be advanced to the next step in his/her salary range before having the required service.

Section 2: Job Descriptions: are written with the intent to set forth the general duties and requirements of the job and to indicate 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 to employees other than those specifically mentioned in job descriptions.

Section 3: When a new position is established or the duties of an existing position are significantly changed, the Employer shall set an interim salary and category for such position and notify the Union. The Union may, at its discretion, negotiate with the Employer, the salary and category and if agreement cannot be reached, the matter may be referred to arbitration as provided in this Agreement.

Section 4: Promotional Increases: Upon promotion, an employee's salary will be at a step in the higher salary range which will ensure a minimum of forty (\$40.00) per month increase. Promotional increases will be effective from the day the employee assumes the new position.

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Section 5: **Salary Progression**

- (a) Except as provided in paragraph (b) following, employees shall progress to each such succeeding step in the salary range for their job group in accordance with the service required to qualify for such step.
- (b) An employee placed on a step in their salary range at a point higher than they would qualify for length of service (on being hired, or promoted in accordance with Section 4 of this Article) shall move to the next step in their salary range upon completion of the required service following such placement, subject to paragraph (c) of this Section.
- (c) Advancement from one salary step to another may be withheld due to inadequate performance under the following circumstances:
 - the employee has been counselled regarding inadequate performance following his/her last job service salary increase; and
 - notice of intent to withhold the next service

salary increase is given to the employee and the Union one (1) month prior to the date such increase is due.

- (d) When employees restore their performance they shall be advanced to the next step in their salary range on a non-retroactive basis.

Section 6: An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate as determined by Section 4 above for the period so employed. This provision shall not apply for brief relief periods of two (2) days or less, or when the employee is being cross-trained.

Where employees temporarily assume additional responsibilities without an actual change in classification, the Union and the Employer shall meet to decide if the added responsibilities are sufficient to change the job level and if so, shall set a new salary level.

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Section 7: a) A part-time employee who becomes full-time (or a full-time employee who becomes part-time) shall be placed on the appropriate salary range at a step in length of service consistent with his/her length of accumulated service as determined by Article 14, Section 7(b), provided the employee is moving into a position within the same or lower classification.

- b) In order to determine the date of next increment, the following process will be followed:

Full-time to Part-time: The number of days already worked by the employee while full-time will be counted and recorded. Movement from step to step will then be as described for part-time workers in Appendix "A" of the Agreement (i.e. 200 days equals one year).

Part-time to Full-time: To determine the number of days worked since the last increment, count:

- i) actual days worked by the employee,

- ii) statutory holidays which fell during the time period, and
- iii) Vacation days taken during the time period

The anniversary date for the employee will be established at the 260th day worked in the position since the last increment.

- c) Employees changing status between part and full-time who are being promoted will be placed on the salary grid according to Article 11, Section 4, Promotional Increases.

Section 8: Salary Policy on Recalls and Demotions

- (a) Employees recalled to their former position or to a position having the same salary range shall receive the current rate for the step in the salary range which they held at the time of lay-off.
- (b) Employees recalled who accept a position in a salary range which is lower than for their former position, shall be paid at a step in the salary range commensurate with their service at lay-off.
- (c) An employee who transfers to a position in a lower salary range for reasons ascribable to the employee shall be paid a salary in accordance with paragraph (b) above.

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Section 9: Employees who, for reasons set out in Article 17, are placed in a position having a lower salary range than for their former position shall retain their salary. If their salary is higher than the range for the position they shall be red circled until such time as the difference between the maximum for the range and their salary is removed.

ARTICLE 12: JOB POSTING

Section 1: (a) Notice of all job vacancies within the bargaining unit shall be posted on a bulletin board on the Employer's premises for at least three (3) working days. The notice shall indicate job title, category, and salary, and a brief outline of the duties involved. A copy of the notice shall be sent to the Chief Office Steward.

- (b) An employee may bid on vacant positions which may

involve a promotion, lateral transfer, or a lower classification.

Section 2: (a) It shall be the intent of the Employer to fill job vacancies from within the bargaining unit providing employees who apply for positions have the required qualifications. Preference in selection shall be from full-time regular and part-time regular employees, in that order.

(b) All bids on posted job vacancies shall be in writing on a form provided by the Employer.

Section 3: Selections for job vacancies shall be made on the basis of qualifications and ability to do the job, and seniority, in that order. In the event two or more employees have similar abilities, the employee with the greatest seniority shall be selected.

Section 4: When promoted to a higher position an employee shall be allowed a trial period of up to sixty (60) working days. Should the employee be considered unsuitable during the trial period, he/she shall be returned to their former position or one of equal rank. Salary shall be at the service step paid prior to promotion or the step they might have achieved by service had they not been promoted.

Section 5: Training and cross-training shall be done on the basis of seniority to allow for the principle of promotion from within, subject to Section 2(a) and Section 3 of this Article.

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ARTICLE 13: LAY-OFF AND RECALL

Section 1: Should the Employer decide to reduce the number of office staff the employee with the least amount of seniority in a position shall be the first laid-off from that position. The employee may displace another employee in a position at the same or lower job level providing he/she has the qualifications to perform the job functions satisfactorily and has greater seniority than the employee to be displaced.

Section 2: Regular full-time employees shall be given notice of lay-off or pay in lieu of notice in accordance with the Employment Standards Act. Such payments

in lieu of notice does not relieve the Employer from any other obligations or payments to which the employee is entitled under this Agreement.

Section 3: A regular full-time employee with six (6) months or more service who is laid-off due to lack of work or redundancy shall be placed on a recall list for a period of six (6) months.

Section 4: Recall - Employees on the recall list shall have the right to return to a vacancy in their former position or to a position for which they are qualified providing no other employee with greater seniority is promoted or transferred to such vacant position. When such transfers or promotions occur, resulting in a vacant position, the employee on the recall list will be offered the resulting vacant position providing he/she is qualified.

Section 5: (a) Notice of recall to an employee on the recall list shall be sent by registered mail to the employee's last known address. An employee on the recall list may be bypassed when the employee fails to respond to the notice within five (5) calendar days of its having been sent to the employee's last known address.

(b) An employee by-passed under the foregoing conditions shall be kept on the recall list for his/her remaining recall period.

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ARTICLE 14: SENIORITY

Section 1: Seniority shall mean length of continuous service with the Employer and its predecessors.

Section 2: Upon completion of the probationary period, employees shall be entitled to all rights and privileges of this Agreement and the employee's seniority shall be effective from the original date of employment.

Section 3: An employee who leaves the bargaining unit to fill a position excluded from the unit, and who subsequently returns to the unit within one (1)

year, shall be credited with seniority held at date of leaving the bargaining unit.

Section 4: No seniority shall accrue for short terms of temporary work except where a temporary or casual employee becomes a regular employee without a break in service. In such cases seniority shall start from the last date the employee started as a temporary or casual employee assuming the employee has satisfied the probation period.

Section 5: An employee laid-off and placed on the recall list under Article 13, Section 3, will retain and continue to accumulate seniority during the period of lay-off.

Section 6: An employee on approved leave of absence for the following reasons will continue to accrue seniority:

- Union Business Article 9, Section 1
- Special Leave Without Pay Article 9, Section 5
- Maternity/Parental Leave Article 9, Section 4
- Sick Leave Article 10, Section 1(b) & 2

Section 7: Part-time Regular Employees

Seniority for employees in this category shall be as follows:

- (a) They shall be on a separate seniority list from full-time regular employees defined in Article 5, Section 2 of this Agreement.
- (b) They shall accrue seniority on the basis of one (1) day for each day worked regardless of the number of hours worked in each day.

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- (c) Should a reduction in staff become necessary, part-time employees will not be allowed to exercise their seniority to displace a full-time regular employee.
 - (d) A part-time employee who becomes a full-time regular employee shall be placed at the bottom of the full-time employees' seniority list effective the date of such change in status and shall accumulate seniority as a full-time regular employee from that date onward in accordance with the provisions of this Agreement.

- (e) Full-time employees moving to part-time position shall carry their seniority to the part-time seniority list but lose their full-time seniority. This would not apply to instances of lay-off from a full-time position, unless the recall period expires.

Section 8: Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

ARTICLE 15: GENERAL PROVISIONS

Section 1: Bulletin Board: will be made available for use by the Union and the Employer for the purpose of posting notices and/or correspondence relating to general Union/Employer activities.

Section 2: No Strikes or Lockouts: The Employer shall not cause or direct any lockout of employees during the life of this Agreement and neither the Union nor any Representative thereof, nor any employee shall in any way authorize, encourage or participate in any strike, walkout, suspension of work, or slow down on the part of any employee or group of employees during the life of this Agreement.

Section 3: Disciplinary Action: Should it become necessary for management to discuss with an employee a matter which could result in disciplinary action being taken, such discussion will be conducted in private. At the discretion of the employee, a bargaining unit Union Office Steward may be present. Upon request of the employee, the substance of the Employer's complaint shall be given to the employee in writing at the time the discussion takes place.

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Section 4: Picket Lines: It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of his/her duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Employer as soon as possible of the existence of such recognized picket line.

Section 5: The Credit Union will provide to the employees free **personal chequing** on their own personal accounts.

Service Charges: A complete up-dated list of service charges and fees at cost shall be listed

and kept separate from the Agreement.

Section 6: Doctor or Dentist Appointments: Where a full-time employee is required to attend a Doctor or Dentist appointment in the immediate area during working hours, attendance at such appointment shall be without loss of pay. All employees shall make all reasonable efforts to schedule such appointments outside of working hours.

Section 7: (a) Safety Deposit Boxes: Full-time employees shall be entitled to safety deposit boxes at one-half (1/2) normal rental, subject to availability. Part-time employees shall be entitled to small safety deposit boxes at one-half normal rental rate, subject to availability.

(b) U.S. Cash: All employees shall be entitled to purchase U. S. Cash at the Credit Union's current buying rate, to a maximum of \$3,000 per year).

Section 8: ATM Transactions: All employees shall be entitled to unlimited ATM transactions on Credit Union machines in Canada.

Section 9: Employee Loans (to June 30, 1997): At Royal Bank Prime Rate on a variable basis. Loan amount to be covered up to \$35,000.00. Employee may choose either the Credit Union's current rate or Royal Bank Prime at time of borrowing.

Effective July 1, 1997: Provided they qualify under the Credit Union Investment and Lending Policy, employees will be entitled to personal consumer or residential loans, the amount not to exceed three times the employee's annual salary to a maximum of \$100,000. The interest rate to be charged will be the Credit Union Prime Rate on a variable basis.

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Staff Interest Rates: Until June 30, 1997, all employees will be entitled to a one percent (1%) bonus on deposits of one (1) to five (5) years. On July 1, 1997, this preferred interest rate will be no longer be available and will be deleted from the Agreement.

ARTICLE 16: DISCHARGE, TERMINATION AND SUSPENSION

Section 1: It is hereby agreed that the Employer has the right to discharge, suspend, or otherwise discipline an

employee for just and reasonable cause.

Section 2: If a regular employee is terminated except as provided in Section 1 above, said employee shall receive two (2) week's written notice immediately prior to the date of termination, or the equivalent in wages. If notice is given immediately prior to the vacation period of any employee, such employee shall receive two (2) week's wages, at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits.

Section 3: If, upon investigation by the Union and the Employer, or by decision of an arbitration pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged or suspended, the affected employee shall be, subject to the award of such arbitration or pursuant to the mutual findings of the Union and the Employer, re-instated to his/her former position without any loss of seniority or rank. Compensation for lost salary shall be as mutually agreed between the Employer and the Union or as decided by arbitration.

Section 4: Employees are expected to provide the Employer with two (2) weeks Notice of Intention to Terminate in order to provide adequate time to obtain a replacement.

ARTICLE 17: TECHNOLOGICAL CHANGE AND SEVERANCE PAY

Section 1: The Employer will provide the Union with as much notice as possible of intention to introduce automation, equipment or changes in administrative procedures which might result in the reduction of personnel and/or changes in job duties sufficient to change job grouping.

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Section 2: Wherever practical, an employee becoming redundant due to new equipment or procedures, shall be eligible for re-training to qualify for the operation of such new equipment or procedure, or to qualify for new positions. Such re-training shall be provided by the Employer without cost and without loss of pay to the affected employee.

Section 3: In cases where the re-training of an employee is not practical, or where other positions with the

Employer are not available, the employee shall elect for termination of employment or shall elect to be placed on the recall list in accordance with Article 13, Section 3.

Section 4: Severance pay as provided for in Section 5, shall be due and payable immediately upon termination to an employee who elects for termination of employment pursuant to Section 3.

Section 5: Severance Pay

- (a) Severance Pay shall be paid to employee with one (1) year or more service who are terminated because of changes in administrative procedures, automation, consolidation, or suspension of business. The amount of severance pay shall be one (1) week at the employee's current regular salary for each year of service to a maximum of thirteen (13) weeks.
- (b) An employee who chooses to be laid-off and placed on the recall list may elect to terminate during the recall period and be paid his/her severance pay entitlement upon termination or expiration of recall.

ARTICLE 18: GRIEVANCE PROCEDURES

Section 1: Grievance means any difference or dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement, whether between the Employer and any employee or employees bound by the Collective Agreement or between the Employer and the Union.

Section 2: Grievances or complaints shall be settled in the following manner:

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- (a) If the employee has a complaint against the Employer, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.
- (b) If the Employer or the Union has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 3.

STEP 1: The employee involved shall first take up the grievance with the supervisor directly in charge of the work within ten (10) working days of the circumstances giving rise to the grievance. The employee may be accompanied by an Office Steward or Representative of the Union. The Employer shall give a decision within five (5) working days of such meeting.

STEP 2: If the grievance is not resolved at Step 1, the matter shall be reduced to writing by the Grievor and/or the Union and submitted to the management persons designated by the Employer within ten (10) workings days following the decision rendered at Step 1. The grievor along with the Office Committee and/or the Union Representative shall meet with the designated management persons to attempt to settle the matter. The Employer shall give a decision within ten (10) working days of such meeting.

STEP 3 (a): If the grievance is not resolved at Step 2, it shall be referred to the Representative of the Union and a Representative of the Employer within ten (10) working days of the decision rendered at Step 2. Failing settlement within ten (10) working days of receipt of the grievance at this Step, either Party may refer the matter to Arbitration as provided in Article 19.

STEP 3 (b): In the event a dispute is initiated by the Employer or the Union, the initiating Party shall notify the other Party, in writing, of the nature of the dispute and such notice shall be given within five (5) working days of the circumstances giving rise to the dispute unless the Parties agree to an extension of time. Failing settlement within ten (10) working days of receipt of notice, either Party may refer the dispute to Arbitration as set forth in Article 19.

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Section 3: Except as provided in Section 4 following, a grievance not advanced to the next Step under Section 2 within the time limits specified, shall be considered abandoned, and all further recourse to the grievance procedure forfeited.

Section 4: The time limits set forth in this Article may be extended by mutual agreement between the Union and the Employer.

ARTICLE 19: ARBITRATION

Section 1: (a) When any difference arises between the Parties as to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable or not, the matter may be referred by either Party to Arbitration.

(b) The Parties to this Agreement hereby agree to use the services of a Single Arbitrator as a means of settling grievances and disputes.

Section 2: The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Section 2, Step 3 of Article 18. The notice shall set out the question(s) in the opinion of the Party seeking arbitration, to be arbitrated, as well as a list of three (3) names of proposed arbitrators.

Section 3: The Parties to the dispute will thereupon meet within ten (10) working days to decide upon an Arbitrator. Failing agreement upon a person willing to act, either Party may apply to the Minister of Labour for the Province of British Columbia to appoint an arbitrator. Hearings shall commence within thirty (30) working days of the appointment of the Arbitrator.

Section 4: Upon agreed appointment of an Arbitrator or appointment by the Minister of Labour, the Arbitrator shall hear the Parties, settle the terms of question(s) to be arbitrated, if necessary, and make his award within fifteen (15) working days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute. The Arbitrator shall deliver his award, in writing, to each of the Parties and the award shall be final and binding on the Parties. The Arbitrator shall not be vested with the power to

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change, modify or alter any of the terms of this Agreement.

Section 5: Each party shall pay their own costs and expenses of the Arbitration and one-half (1/2) of the remuneration and expenses of the Arbitrator.

ARTICLE 20 - DURATION

Section 1: This Agreement shall be in full force and effect from and including July 1, 1995 and including June 30, 1998, and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding the expiration, or immediately preceding July 1st in any subsequent year, by written notice to the other Party, to require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective Agreement or a new collective Agreement.

**SIGNED ON BEHALF OF THE EMPLOYER
PARTY OF THE FIRST PART**

**SIGNED ON BEHALF OF THE UNION
PARTY OF THE SECOND PART**

BUSINESS REPRESENTATIVE

SECRETARY/TREASURER

DATE SIGNED:

DATE SIGNED:
