

**COLLECTIVE AGREEMENT**

**between the**

**VLC CREDIT UNION**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from April 1, 1996 to March 31, 1999**

**TABLE OF CONTENTS**

**ARTICLE 1 - PREAMBLE** ..... 1

    1.1 Purpose of Agreement ..... 1

    1.2 Future Legislation ..... 1

    1.3 Conflict with Regulations..... 1

    1.4 Human Rights ..... 1

    1.5 Harassment, Sexual and Personal..... 1

    1.6 Employment Standards Act..... 2

    1.7 Workers' Compensation..... 2

**ARTICLE 2 - UNION RECOGNITION AND RIGHTS**..... 2

    2.1 Bargaining Agent Recognition ..... 2

    2.2 Bargaining Unit Defined ..... 2

    2.3 Excluded Position ..... 2

    2.4 No Other Agreement..... 2

    2.5 No Discrimination for Union Activity ..... 2

    2.6 Recognition and Rights of Stewards ..... 2

    2.7 Bulletin Boards ..... 3

    2.8 Union Insignia and Union Shop Card ..... 3

    2.9 Right to Refuse to Cross Picket Lines..... 3

    2.10 Time Off for Union Business ..... 3

    2.11 Fair Labour Policy ..... 4

**ARTICLE 3 - UNION SECURITY** ..... 4

    3.1 Union Shop ..... 4

    3.2 No Bargaining Unit Work ..... 4

**ARTICLE 4 - CHECK-OFF OF UNION DUES** ..... 4

**ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**..... 5

**ARTICLE 6 - MANAGEMENT RIGHTS** ..... 5

    6.1 ..... 5

    6.2 ..... 5

    6.3 ..... 5

    6.4 ..... 5

    6.5 ..... 6

**ARTICLE 7 - EMPLOYER-UNION RELATIONS** ..... 6

    7.1 Union and Employer Representation ..... 6

    7.2 Union Bargaining Committees ..... 6

    7.3 Joint Committee ..... 6

    7.4 Meetings of Committee ..... 6

    7.5 Chairperson of Committee ..... 6

<b>ARTICLE 8 - GRIEVANCES</b> .....	7
8.1    Grievance Procedure.....	7
8.2    Step 1.....	7
8.3    Time Limits to Present Initial Grievance.....	7
8.4    Step 2.....	7
8.5    Time Limit to Reply at Step 2.....	8
8.6    Time Limits to Submit to Arbitration.....	8
8.7    Dismissal or Suspension Grievance.....	8
8.8    Deviation From Grievance Procedure.....	8
8.9    Technical Objections to Grievances.....	8
8.10   Amending Time Limits.....	9
8.11   Investigator.....	9
<b>ARTICLE 9 - ARBITRATION</b> .....	9
9.1    Notice of Intent to Arbitrate.....	9
9.2    Single Arbitrator.....	9
9.3    Single Arbitrator Procedure.....	9
9.4    Decision of Arbitrator.....	9
9.5    Disagreement on Decision.....	10
9.6    Expenses of Arbitrator.....	10
9.7    Amending Time Limits.....	10
<b>ARTICLE 10 - DISCIPLINE</b> .....	10
10.1   Just Cause.....	10
10.2   Discipline Grievance.....	10
10.3   Right to Grieve Other Disciplinary Action.....	10
10.4   Right to Have Steward Present.....	10
10.5   Right of Steward to Have Staff Representative Present.....	11
<b>ARTICLE 11 - SENIORITY</b> .....	11
11.1   Seniority Entitlement Defined.....	11
11.2   Eligibility for Seniority Entitlement.....	11
11.3   Seniority Lists.....	11
11.4   Accrual of Seniority.....	11
11.5   Seniority Retained But Not Accrued.....	12
11.6   Seniority Lost.....	12
11.7   Severance Pay.....	12
11.8   Regular Part-Time Employees.....	12
<b>ARTICLE 12 - JOB POSTING</b> .....	13
12.1   Notice of Job Vacancies.....	13
12.2   Filling of Job Vacancies.....	13
12.3   Seniority Applied to Job Vacancies.....	13
12.4   Trial Period on Promotion.....	13
<b>ARTICLE 13 - LAYOFF AND RECALL</b> .....	13
13.1   Layoff and Recall Procedure.....	13
13.2   Layoff of Employees.....	13

13.3	Notice of Layoff.....	13
13.4	Recall.....	14
13.5	Contact Point.....	14
13.6	.....	14
13.7	Resignation .....	14
<b>ARTICLE 14 - HOURS OF WORK AND OVERTIME.....</b>		<b>14</b>
14.1	.....	14
14.2	.....	14
14.3	.....	15
14.4	Modified Work Week (Flex Time) .....	15
<b>ARTICLE 15 - OVERTIME .....</b>		<b>15</b>
15.1	Definitions.....	15
15.2	Overtime Premiums .....	15
15.3	Overtime Meal .....	16
15.4	Time Off In Lieu of Overtime .....	16
15.5	No Layoff.....	16
<b>ARTICLE 16 - PAID HOLIDAYS .....</b>		<b>16</b>
16.1	Paid Holidays .....	16
16.2	Eligibility for Holiday Pay .....	17
16.3	Premium for Work on Holiday.....	17
16.4	Holiday While on Vacation.....	17
<b>ARTICLE 17 - ANNUAL VACATION .....</b>		<b>17</b>
17.1	.....	17
17.2	.....	17
17.3	.....	18
17.4	.....	18
17.5	.....	18
17.6	.....	18
<b>ARTICLE 18 - SPECIAL AND OTHER LEAVE.....</b>		<b>18</b>
18.1	Bereavement Leave.....	18
18.2	Leave of Absence .....	19
18.3	Jury Duty.....	19
18.4	Maternity and Adoption Leave.....	19
18.5	Illness in Family Leave.....	20
18.6	Leave for Medical and Dental Care .....	20
18.7	Special Leave .....	20
18.8	Domestic Leave .....	20
<b>ARTICLE 19 - HEALTH AND WELFARE .....</b>		<b>20</b>
19.1	Pensions .....	20
19.2	Group Life.....	21
19.3	Sick Leave.....	21
19.4	.....	21
19.5	.....	21
19.6	Workers' Compensation.....	21

19.7	Employee to Contact Employer.....	22
19.8	Transportation of Accident Victims.....	22
19.9	Robbery or Hold Up .....	22
<b>ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES.....</b>		<b>22</b>
20.1	Salary Schedule.....	22
20.2	Job Descriptions.....	22
20.3	.....	22
20.4	Promotion Increases.....	23
20.5	Salary Progression .....	23
20.7	.....	23
20.8	Salary Policy on Recalls and Demotions .....	23
20.9	.....	23
20.10	Pay Periods.....	23
<b>ARTICLE 21 - TECHNOLOGICAL CHANGE AND SEVERANCE PAY .....</b>		<b>24</b>
21.1	.....	24
21.2	.....	24
21.3	Training.....	24
<b>ARTICLE 22 - GENERAL CONDITIONS .....</b>		<b>24</b>
22.1	Personalized Cheques.....	24
22.2	Mileage and Meal Allowance .....	24
22.3	Copies of Agreement .....	25
22.4	Indemnity .....	25
<b>ARTICLE 23 - TERM OF AGREEMENT .....</b>		<b>25</b>
23.1	Duration .....	25
23.2	Notice to Bargain.....	25
23.3	Commencement of Bargaining.....	25
23.4	Changes in Agreement.....	26
23.5	Agreement to Continue in Force .....	26
23.6	Effective Date of Agreement.....	26
<b>APPENDIX A .....</b>		<b>28</b>
<b>LETTER OF UNDERSTANDING.....</b>		<b>29</b>

## DEFINITIONS

*"Bargaining Unit"* - is the unit for collective bargaining covering employees of the Employer for whom the B.C. Government and Service Employees' Union is the bargaining agent.

*"Basic pay"* - means the rate of pay negotiated by the parties to this Agreement, as specified in Appendix A.

*"Continuous service"* - means uninterrupted regular full-time or regular part-time employment with the Employer.

*"Day", "Week", "Month", "Year"* - means a calendar day, week, month, year unless otherwise specified in this Agreement.

*"Day of Rest"* - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position. This does not include the days the employee is on leave of absence.

*"Employee"* - means a member of the bargaining unit who is:

- (a) *"probationary employee"* - means an employee who is hired into a probationary status and who has not yet successfully completed four hundred and eight-eight (488) hours.
- (b) *"regular employee"* - means an employee who is regularly scheduled to work and includes both full-time and part-time employees.
- (c) *"full-time regular employees"* - full-time regular employees are regularly scheduled employees who work an average of thirty-five (35) hours per week on a continuing basis.

*"Employer"* - means VLC Credit Union, Victoria B.C.

*"Holiday"* - means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement.

*"Layoff"* - means a cessation of employment as a result of a reduction of the amount of work required to be done by the Employer.

*"Resignation"* - means a voluntary notice by the employee that he/she is terminating his/her service on the date specified.

*"Rest Period"* - means a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest. Meal breaks are not paid breaks.

*"Spouse"* - means a person of the opposite sex to whom the employee is legally married or a common-law relationship and shall be deemed to mean a man or woman who resides with the employee and who is held out publicly as his/her spouse.

*"Union"* - means the B.C. Government and Service Employees' Union.

- PREAMBLE

**.1 Purpose of Agreement**

(a) The purpose of this Agreement is to establish and maintain a harmonious relationship between the Employer and the employees and to clearly define the hours of work, rates of pay and conditions of employment, and to provide an amicable method of settling grievances which may arise from time to time; and to promote the mutual interest of the Employer and its employees.

(b) The parties hereto recognize that they are jointly engaged in providing a valuable service to the membership and that there is an obligation on each party for the continuous and efficient performance of such service within the terms and conditions of this Agreement and for its duration.

**.2 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provisions of this Agreement, the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

**.3 Conflict with Regulations**

In the event that there is a conflict between the contents of this Agreement and any regulation made by the Employer or on behalf of the Employer, this Agreement shall take precedence over the said regulation.

**.4 Human Rights**

The Employer agrees that under this Collective Agreement there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex, or marital status, family relationship, place of residence, physical handicap, nor by reason of membership or activity in the Union except where such discrimination is based upon a bona fide occupational requirement.

**.5 Harassment, Sexual and Personal**

(a) The Union, the Employer and all employees recognize the right of employees to work in an environment free from sexual harassment. Complaints of sexual harassment will be thoroughly investigated by the Employer Representative and a Union Staff Representative. Alleged failure by the Employer to deal with a sexual harassment complaint may be the subject of a grievance pursuant to this Agreement.

(b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:

(1) sexual solicitation or advance or inappropriate touching and sexual assault;

(2) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

(c) Personal harassment will be investigated by the Employer Representative and a Union Staff Representative. Alleged failure by the Employer to deal with a personal harassment complaint may be the subject of the grievance procedure. Findings of the representatives will be included in the grievance.

#### **.6 Employment Standards Act**

All provisions of the Employment Standards Act shall apply to this Collective Agreement.

#### **.7 Workers' Compensation**

All Workers' Compensation Board regulations and rules shall apply to this Agreement.

### **- UNION RECOGNITION AND RIGHTS**

#### **.1 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Services Employees' Union as the exclusive bargaining agency for all employees to whom the certification, issued by the appropriate legislative authority, applies.

#### **.2 Bargaining Unit Defined**

The bargaining unit shall comprise all employees included in the certificate issued by the Labour Relations Board.

#### **.3 Excluded Position**

The Parties agree that the following position is excluded from the bargaining unit - Branch Manager(s).

#### **.4 No Other Agreement**

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

#### **.5 No Discrimination for Union Activity**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

#### **.6 Recognition and Rights of Stewards**

(a) The Employer recognizes the Union's right to select stewards to represent employees as follows:

- (1) Branch Steward;
- (2) Alternate Branch Steward.



It is understood that such alternate shall function only in the absence of the Branch Steward.

(b) It is agreed that each party to this Collective Agreement shall keep the other party informed of its representatives.

(c) Stewards may, within reason, investigate and process grievances during regular working hours without loss of pay. Stewards will obtain permission from the Employer's designated representative before leaving their immediate work area. Such permission will not be unreasonably withheld.

#### **.7 Bulletin Boards**

The Employer shall provide bulletin board facilities for the exclusive use of the Union. The locations shall be by mutual agreement but will give the highest possible access to all employees.

#### **.8 Union Insignia and Union Shop Card**

A Union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one (1) Union shop card for each of the Employer's places of operation covered by this Agreement to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

#### **.9 Right to Refuse to Cross Picket Lines**

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

#### **.10 Time Off for Union Business**

(a) *Without Pay* - Leave of absence without pay and without loss of seniority will be granted:

(1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

(2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;

(3) for two (2) employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;

(4) to employees called by the Union to appear as witnesses before an arbitration board or other labour relations hearings.

(b) *With Pay* - Leave of absence with basic pay and without loss of seniority will be granted to two (2) employees who are representatives of the Union on the Union's bargaining committee to carry on negotiations with the Employer.

To facilitate the administration of this section when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this Article. It is understood that employees granted leave of absence pursuant to this Article shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

### **.11 Fair Labour Policy**

The Employer undertakes, wherever possible, to use services, products and other materials necessary to the proper functioning of the Employer, manufactured and produced under fair labour conditions.

## **- UNION SECURITY**

### **.1 Union Shop**

All employees hired shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of thirty (30) days as an employee.

### **.2 No Bargaining Unit Work**

No employee who is not a member of the bargaining unit and the Union shall, except in cases of emergency, carry out the duties which are performed by the classifications covered by this Agreement. No bargaining unit work shall be contracted out.

## **- CHECK-OFF OF UNION DUES**

(a) The Employer shall, as a condition of employment, deduct from the earnings of each employee in the bargaining unit the amount of the regular monthly dues payable to the Union by a member of the Union.

(b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions shall be made from each pay and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deductions and the Employer shall also provide a list of names of those employees for whose earnings such deductions have been made together with:

- (1) the amounts deducted from each employee;
- (2) the employee's Social Insurance Number;
- (3) current home address and home phone number;
- (4) classification and rate of pay;
- (5) number of hours worked during the period covered.

(b) Before the Employer is obliged to deduct any amount under (a) of this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

(c) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

(d) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.

(e) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's earnings the amount of the regular monthly dues payable to the Union by a member of the Union.

**ARTICLE 2 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her steward. The employee's immediate supervisor will introduce him/her to his/her steward who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for thirty (30) minutes sometime during the first days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's obligations to the Employer and the Union.

**- MANAGEMENT RIGHTS**

**.1**

The Union recognizes and agrees that it is the exclusive function of the Employer to manage its affairs, to manage its operations in all respects, to conduct its business efficiently, to fulfil its commitments and responsibilities, to maintain and to enhance public reputation and confidence and to direct its employees to achieve the Employer's objectives.

**.2**

Management retains all management rights that were hitherto exercised, and shall be exercised in future, with the exception of those management rights that are limited by this Collective Agreement.

**.3**

Nothing herein contained shall limit the statutory powers and duties of the Directors of the Employer under the Company Act, Section 141:

*"The Directors shall manage or supervise the management of the Credit Union and may exercise all powers of the Credit Union."*

**.4**

Actual direction of the office staff will be under the authority delegated by the Board of Directors to the Manager who, in turn, may delegate any portion of these duties and authority to others in a supervisory capacity.

**.5**

This article shall not be used in a discriminatory manner against any employee and the exercise of any rights under this article shall not be inconsistent with or contrary to any of the terms or provisions of this Agreement.

## **- EMPLOYER-UNION RELATIONS**

### **.1 Union and Employer Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### **.2 Union Bargaining Committees**

The Union Bargaining Committee shall be appointed and consist of two (2) representatives of the bargaining unit together with the President of the Union or his/her designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

### **.3 Joint Committee**

There shall be established a Joint Committee composed of members equal in number, represented by the Employer and the Union to meet at the request of either party.

(a) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

(b) Issues related to Occupational Health and Safety shall be discussed in this forum.

### **.4 Meetings of Committee**

The Joint Committee shall meet at least once every sixty (60) days or at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.

### **.5 Chairperson of Committee**

An Employer representative and a Union representative shall alternate in presiding over meetings.

- **GRIEVANCES**

**.1 Grievance Procedure**

- (a) The Employer and the Union recognize that grievances may arise concerning:
  - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, or arbitral awards, including a question as to whether or not a matter is subject to arbitration; or
  - (2) the dismissal, discipline or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.

**.2 Step 1**

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or Union staff representative.

**.2 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure in the manner prescribed in Article 8.4 must do so no later than thirty (30) days after the date:

- (a) on which he/she was notified orally or in writing of the action or circumstances giving rise to the grievance; or
- (b) on which he/she first became aware of the action or circumstances giving rise to the grievance.

**.3 Step 2**

- (a) Subject to the time limits in Article 8.3, the employee may present a grievance at this level by:
  - (1) recording this 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; and
  - (3) transmitting this grievance to the designated local supervisor through the Union steward.
- (b) The local supervisor shall:
- (1) sign and date the grievance as received at Step 2; and
  - (2) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2.

## **.2 Time Limit to Reply at Step 2**

- (a) Within ten (10) working days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the Union Area Staff Representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within ten (10) working days of receiving the grievance at Step 2.
- (c) The reply at this step shall include a separate report of the Step 2 meeting and results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.
- (d) The President of the Union, his/her designate, or the Employer, may present a grievance at Step 2.

## **.3 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 2, and pursuant to Article 9, the President or his/her designate may inform the Employer of his/her intention to submit the dispute to arbitration within:

- (b) ten (10) days after the Employer's decision has been received; or
- (c) ten (10) days after the Employer's decision was due, whichever occurs first.

## **.4 Dismissal or Suspension Grievance**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within twenty-one (21) days of the date on which the dismissal occurred, or within twenty-one (21) days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within twenty-one (21) days of the date on which the suspension occurred, or within twenty-one (21) days of the employee receiving notice of suspension.

## **.5 Deviation From Grievance Procedure**

The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, whether directly or indirectly, with the aggrieved employee without the consent of the Union.

In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

#### **.6 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 in processing the grievance through the grievance procedure. To this end an arbitrator 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.

#### **.7 Amending Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

#### **.8 Investigator**

(a) If the parties mutually agree, an investigator may be used in accordance with Section 112 of the Labour Relations Code and part (b) of this clause.

(b) Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable during the terms of the Collective Agreement, or a substitute agreed to by the parties, shall at the request of either party:

- (1) investigate the difference;
- (2) define the issue in the difference, and
- (3) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

### **ARTICLE 2**

### **- ARBITRATION**

#### **.1 Notice of Intent to Arbitrate**

Where a difference arising between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure, notify the other party within twenty-one (21) days of the receipt or due date of the reply at the second step, of its desire to submit the difference or allegation to arbitration.

#### **.9 Single Arbitrator**

When a party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to a single arbitrator within ninety (90) days. If the parties are unable to agree on a single arbitrator within a period of thirty (30) days from the date on which either party has notified the other in writing of its wish to have a question referred to arbitration, the said arbitrator will be appointed by the Minister of Labour of British Columbia.

#### **.10 Single Arbitrator Procedure**

The Arbitrator may determine his/her own procedure in accordance with the Labour Relations Code and shall give full opportunity to all parties to present evidence and make representations. He/she shall hear and determine the difference or allegation and shall render a decision within thirty (30) days of the conclusion of the hearing.

#### **.11 Decision of Arbitrator**

The decision of the Arbitrator shall be final, binding and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which he/she deems just and equitable. However, the Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

#### **.12 Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which he/she make every effort to do within seven (7) days of receipt of such application.

#### **.13 Expenses of Arbitrator**

Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

#### **.14 Amending Time Limits**

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

### **- DISCIPLINE**

#### **.1 Just Cause**

- (a) Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause.
- (b) During the probation period specified in this Agreement, an employee may be discharged if he/she is unsuitable for status as a regular employee.

#### **.2 Discipline Grievance**



All dismissals, suspensions and discipline will be subject to formal grievance procedure under Article 8. A copy of the written notice of dismissal, suspension or discipline shall be forwarded to the President of the Union or his/her designate within five (5) days of the action being taken.

### **.3 Right to Grieve Other Disciplinary Action**

(a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand, adverse reports or any other act by the Employer detrimental to an employee's record. 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 his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

(b) Letters of reprimand, written censures or adverse reports will be removed from the employee's file after eighteen (18) months. The employee or a representative of the Union, with written permission of the employee, shall be entitled to review the employee's personnel file. It is understood that suspensions and performance evaluations will remain on file.

### **.4 Right to Have Steward Present**

An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward. This Clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

### **.5 Right of Steward to Have Staff Representative Present**

A steward shall have the right to consult with a staff representative of the Union and to have a representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward.

## **- SENIORITY**

### **.1 Seniority Entitlement Defined**

(a) For the purpose of this Agreement seniority shall be based on an employee's continuous length of service. Such seniority will be calculated from the start date of employment with the Employer.

(b) For purposes of annual vacation entitlement, seniority will be based on the total number of years of continuous service with the Employer.

### **.2 Eligibility for Seniority Entitlement**

Employees shall earn but not be credited with seniority during the initial probationary period of four hundred and eighty-eight (488) hours. Upon successful completion of initial probation, an employee will be credited with seniority from the initial date of hire. Except as otherwise specified during initial probation, all other terms and conditions of this Agreement apply.

**.3 Seniority Lists**

(a) On January 1st of every year, seniority lists shall be posted. The seniority list shall contain the following information:

- (1) employee's name;
- (2) date of seniority.

(b) The seniority list shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.

**.2 Accrual of Seniority**

Seniority will be accrued based on days worked which shall include:

- (a) time lost as a result of occupational illness or injury;
- (b) non-occupational illness or injury for a period of up to six (6) months;
- (c) leaves of absence up to a period of three (3) months;
- (d) maternity leave in accordance with Article 18.

**.2 Seniority Retained But Not Accrued**

Seniority will be retained but not accrued during any period of absence not directly paid for by the Employer except as noted elsewhere in this Agreement.

**.4 Seniority Lost**

Seniority will be lost when an employee:

- (a) receives severance pay in accordance with this Agreement;
- (b) voluntarily terminates his/her employment;
- (c) is discharged for just and reasonable cause;
- (d) is on layoff more than six (6) consecutive months;
- (e) he/she does not return to work on the date specified following an approved leave of absence other than medical.

**.2 Severance Pay**

An employee who is laid off resulting from a decrease in the amount of work to be done shall receive severance pay at the following rate:

<i>Service</i>	<i>Severance Pay</i>
One (1) to two (2) years.....	two (2) weeks
Two (2) to three (3) years.....	four (4) weeks
Three (3) to six (6) years.....	six (6) weeks
More than six (6) years.....	eight (8) weeks

## **.5 Regular Part-Time Employees**

Seniority for employees in this category shall be as follows:

- (a) they shall be on a separate seniority list from regular full-time employees defined in Clause 11.3 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, any extra hours will be offered to part time employees in order of seniority;
- (c) should a reduction in staff become necessary, regular part-time employees will not be allowed to exercise their seniority to displace a regular full-time employee;
- (d) a part-time employee who becomes a regular full-time 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 regular full-time employee from that date onward in accordance with the provisions of this Agreement. The employee's continuous years of service, not seniority, shall determine all other rights the employee is entitled to under the terms of this Agreement;
- (e) a regular full-time employee who becomes a regular part-time employee shall have her accumulated seniority converted to the number of days worked pursuant to (b) above and shall be placed on the part-time seniority list in the appropriate place relative to other part-time employees;
- (f) this clause does not prohibit the Employer from hiring additional regular part-time or regular full-time employees when required.

## **ARTICLE 2**

### **- JOB POSTING**

#### **.1 Notice of Job Vacancies**

- (a) Notice of job vacancies 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.

#### **.2 Filling of Job Vacancies**

- (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, regular part-time employees and part-time employees in that order.
- (b) All bids on posted job vacancies shall be in writing or on a form provided by the Employer.

#### **.3 Seniority Applied to Job Vacancies**

Selections for job vacancies will be based on qualifications, ability and seniority.

## **.6 Trial Period on Promotion**

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 his/her 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.

## **- LAYOFF AND RECALL**

### **.1 Layoff and Recall Procedure**

When layoff occurs within the bargaining unit, the employee with the least seniority shall be the first laid off.

### **.2 Layoff of Employees**

Part-time regular employees shall be subject to layoff prior to full-time regular employees.

### **.3 Notice of Layoff**

Employees shall be given two (2) weeks notice of layoff or two (2) weeks salary in lieu of notice.

### **.4 Recall**

Laid off employees with six (6) or more months of service shall be placed on a recall list for a period of six (6) months.

### **.5 Contact Point**

(a) 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. Failure on the part of the employee to provide this information may result in the employee forfeiting his/her recall rights.

(b) Full-time regular employees shall be offered recall before part-time regular employees.

### **.2**

(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 three (3) calendar days of receiving it. A copy of the recall notice shall be given to the Union steward.

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

### **.3 Resignation**

Employees will give the Employer as much notice of resignation as possible and will, where possible, arrange for the effective date to coincide with the end of a pay period. The notice will normally be at least two (2) weeks.

## - HOURS OF WORK AND OVERTIME

### .1

(a) The standard work week shall consist of thirty-five (35) hours, Monday through Saturday inclusive. As of the date of this Agreement, all existing employees' work week shall consist of thirty-five (35) hours Monday through Friday inclusive. Existing employees will not be required to work Saturday or Sunday and will be guaranteed their regular hours (full-time or part-time). The Union will be notified prior to any change in the length of a day shift over seven (7) hours.

(b) It is agreed that 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 except in emergency situations.

### .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.

With the approval of the Employer, the meal period may be reduced to one-half hour with the balance to be credit as earned time off at straight time rates. Accumulated time not to exceed two and one half (2 ½) hours in total and to be taken at a mutually agreed upon time.

### .2

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:

- (a) two to four (2-4) hours worked ..... one 15-minute rest period;
- (b) in excess of four hours and fifty-nine minutes (4:59) ..... two 15-minute rest periods.

### .2 Modified Work Week (Flex Time)

(a) Full-time staff are required to work seventy (70) hours over nine (9) working days resulting in an extra day off in each two week period.

(b) The regular work day shall consist of no more than nine (9) hours per day exclusive of lunch periods.

(c) An up-to-date record of each employee's work schedule will be maintained by the Credit Union.

(d) In the event of unavoidable staff shortages due to illness and/or vacation, staff will be re-scheduled work hours to cover for the period of time as necessary.

(e) The modified work week is available to full-time employees.

- (f) Extra hours over and above a current flex period, shall be paid or taken as time off in lieu at the applicable overtime rate.

## ARTICLE 2 - OVERTIME

### .1 Definitions

- (a) "*Overtime*" - means work performed by an employee in excess or outside of his/her regularly scheduled hours of work.
- (b) "*Straight-time rate*" - means the hourly rate of remuneration.
- (c) "*Time and one-half*" - means one and one-half times (1½x) the straight-time rate.
- (d) "*Double time*" - means twice the straight-time rate.

### .2 Overtime Premiums

- (a) Time worked in excess of the standard day shift shall be paid for at time and one-half (1½) the employee's straight time hourly rate for the first two (2) hours and two times (2x) 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 (1½) the employee's straight time hourly rate for the first two (2) hours and two times (2x) the straight time hourly rate thereafter.
- (c) Time worked on a Sunday shall be paid for at two times (2x) the employee's straight time hourly rate.
- (d) Time worked on a holiday provided for in Article 16 or a day in lieu of such holiday shall be paid for at two times (2x) 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 three (3) hours or for time worked, whichever is greater. Travel time to and from the employee's residence will be considered time worked.
- (f) Overtime work must be authorized by the Branch Manager or the Assistant Manager.
- (g) The most senior employee in each department shall have first choice for overtime work.

### .3 Overtime Meal

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.

### .3 Time Off In Lieu of Overtime

Employees who work overtime may elect to 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.

#### **.4 No Layoff**

There shall be no layoff to compensate for overtime.

### **- PAID HOLIDAYS**

#### **.1 Paid Holidays**

(a) The Employer agrees to provide all employees who qualify pursuant to 16.2 below, with the following statutory holidays, without loss of pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. 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 days off with pay, to be taken adjacent to the employee's normal day(s) off, or at a time mutually agreed between the employee and the Employer. The Branch shall close at 3:00 p.m. on Christmas Eve and on New Years Eve provided that those days fall on a regular work day.

(a) 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.

(b) *Floating Holiday* — Effective August 1, 1979, a floating holiday shall be established once annually, as an additional paid holiday. It is agreed that if Heritage Day is subsequently proclaimed as a statutory holiday by the federal or provincial government, the floating holiday shall thereafter be established as Heritage Day.

#### **.2 Eligibility for Holiday Pay**

An employee shall be eligible for statutory holiday pay if he/she works her last regularly scheduled day prior to the holiday and his/her first regularly scheduled day of work after the holiday.

#### **.2 Premium for Work on Holiday**

An employee who is scheduled by the Employer to work on a holiday shall be paid one and one-half times ( $1\frac{1}{2}x$ ) his/her normal wage rate for any hours so worked on the holiday plus a paid day off in lieu of the holiday.

#### **.3 Holiday While on Vacation**

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

- ANNUAL VACATION

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

**.1**

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. Such vacation period must be taken at a time mutually agreed with the Employer.

**.2**

Each employee who completes one (1) year's service shall receive three (3) weeks paid vacation. Pay for such vacation shall be at the employee's current salary or six percent (6%) of gross earnings for the period in which vacation was earned, whichever is greater.

**.3**

Each employee who completes five (5) years service shall receive four (4) weeks paid vacation. Pay for such vacation shall be at the employee's current salary or eight percent (8%) of gross earnings for the period in which vacation was earned, whichever is greater.

**.4**

Each employee who completes ten (10) years service shall receive five (5) weeks paid vacation. Pay for such vacation shall be at the employee's current salary or ten percent (10%) of gross earnings for the period in which vacation was earned, whichever is greater.

**.5**

Senior employees shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in two (2) periods instead of one (1) unbroken period may do so subject to the following:

- (a) the period are a minimum of one (1) full week 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 two (2) separate periods shall select the second period in order of seniority;
- (c) the Employer will post a vacation schedule by January 1st of each year, and the employees shall select their vacation periods by February 28th. All vacations so selected by this time shall be confirmed by March 15th. This clause shall not be so construed to imply that vacation not selected by February 28th is to be disallowed.



.2

Employees with more than ten (10) working days vacation shall be permitted to bank five (5) of the excess days and take them in the following year. Employees making use of this provision may do so except when it interferes with the scheduling of other employees' regular vacation. The arranging and taking of the above-mentioned excess days in the following year shall be done by mutual agreement.

## - SPECIAL AND OTHER LEAVE

### .1 Bereavement Leave

In case of death in the immediate family of a full-time or regular part-time employee, the employee shall be granted leave of absence with pay for three (3) days. Employees may be granted up to two (2) additional days leave with pay if long distance travel is required to attend the funeral. Immediate family is defined as the employee's spouse, mother, father, son, daughter, foster children, sister, brother, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step parents, grandparents, grandchildren. The leave of absence will not be charged against paid sick leave or annual vacation.

### .2 Leave of Absence

(a) Leave of absence without pay will be granted to employees for the purpose of attending Union business, providing the Employer's work requirements will allow for such leave. The Union will request such leave by giving the Employer at least two (2) weeks notice.

(b) Notwithstanding any provision for leave in this Agreement, the Employer may grant a leave of absence without pay to an employee requesting such leave for any purpose. All requests for approvals for leave shall be in writing. Upon request, the Employer will give written reasons for withholding approval. In the case of emergencies, requests in writing may be waived. Approval of all leaves are subject to operational considerations.

### .2 Jury Duty

Regular full-time employees and regular part-time employees summoned to jury duty 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 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 shift remains to be worked. Total hours on jury duty and actual work in the job in the office in one (1) day shall not exceed normal working hours for the purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of seven (7) hours shall be considered overtime and paid as such.

### .3 Maternity and Adoption Leave

(a) An employee on her written request supported by a certificate from a doctor stating the employee is pregnant, and estimating the probable date of birth, will be granted a leave of absence without pay for a period not more than twelve (12) months. The written request shall be given to the Employer at least twenty-one (21) days before leave is to commence.

- (b) An employee shall be granted a leave of absence without pay for up to six (6) months following the adoption of a child.
- (c) The employee may with agreement of the Employer, defer the commencement of maternity leave for any period approved in writing by a doctor provided the employee is able to satisfactorily perform her duties.
- (d) The employee will give the Employer written notice of at least thirty (30) days prior to the expected date of return to work from the applicable leave.
- (e) During the maternity/adoption leave an employee shall retain and accrue seniority.
- (f) On return from maternity/adoption leave an employee shall be placed in his/her former position or in a position of equal rank and pay.
- (g) The Employer shall maintain coverage for B.C. medical services plan benefits while an employee is on maternity/adoption leave, and the employee shall reimburse the employer one hundred percent (100%) of the cost of the premiums. Other benefits may be continued at the request of the employee and such employee shall pay one hundred percent (100%) of the premiums.
- (h) Notwithstanding Article 18.4, vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity/adoption leave providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this article may be carried over to the following year.
- (i) Maternity/adoption leave for employees in their initial probationary period shall be in accordance with the Employment Standards Act.
- (j) Maternity leave as provided in Article 18.4 may be extended up to an additional six (6) consecutive months where an employee is unable to work for reasons related to the birth or the termination of the pregnancy provided such request is substantiated by a doctor's certificate.

## **.2 Illness in Family Leave**

In case of illness, serious enough to reasonably believe that a member of the immediate family may not survive, an employee shall be granted up to three (3) days leave with pay to visit the place of residence of the immediate family member. Immediate family shall be as set out in Clause 18.1.

## **.4 Leave for Medical and Dental Care**

Where an regular full-time employee is required to attend a doctor or dentist appointment in the immediate Victoria area during working hours, attendance at such appointments shall be without loss of pay. All employees shall make all reasonable efforts to schedule such appointments outside of working hours.

## **.5 Special Leave**

Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay for the following:

- marriage of the employee..... four (4) days.

## **.6 Domestic Leave**

In the case of an emergency or sudden illness involving a member of an employee's immediate family, as defined in Clause 18.1, and where the employee is the only person in the home capable of dealing with the situation, the employee is entitled, after notifying his/her supervisor, up to a maximum of three (3) days paid leave per calendar year, to deal with the situation. This leave shall not be cumulative from year to year.

## **- HEALTH AND WELFARE**

### **.1 Pensions**

(a) Effective April 1, 1997, the Employer agrees to invest the sum equivalent to nine percent (9%) of the gross income in an RRSP for each employee in the bargaining unit. Effective April 1, 1998, the Employer agrees to invest the sum equivalent to ten percent (10%) of the gross income in an RRSP for each employee in the bargaining unit.

(b) The RRSP provisions in (a) above do not apply to the Assistant Manager who shall receive from the Employer a sum equivalent to ten percent (10%) of his/her gross income in an RRSP in his/her name.

(c) Effective date of ratification all Employer contributions to employee RRSP's shall be invested at the VLC Credit Union during the employees term of employment. This does not apply to Employer contributions made prior to the date of ratification.

### **.2 Group Life**

Coverage shall be in accordance with the minimums set in the B.C. Central Credit Union Employee Benefit Plan Coverage.

### **.2 Sick Leave**

After thirty (30) days of continuous employment, regular employees who qualify for Central Credit Union of B.C. Sick Plan shall be entitled to:

(a) Accumulate sick leave credits of one and one-quarter (1 ¼) days for each month of employment for regular full-time employees to a maximum of eighty (80) days. Regular part-time employees shall be prorated for each month of employment to a maximum of forty (40) days. Unused sick leave will not be paid out in cash. The employee, upon request of the Employer, shall provide proof of illness which involves paid leave.

(b) Employees choosing to participate in the Central Credit Union of B.C. long-term and short-term sick plan and life insurance only, shall receive two and one half percent (2½%) compensation in lieu of the Central Credit Union of B.C. Benefits Program.

(c) Employees who choose to receive six percent (6%) in lieu of coverage in Central Credit Union of B.C. Benefits Program shall not accumulate sick leave benefits.

### **.2**

(a) All regular full-time employees and regular part-time employees who are regularly scheduled to work twenty (20) or more hours per week shall become entitled to coverage under the B.C. Central

Credit Union's Employee Benefits Program on the first (1st) day of the month following completion of the probationary period.

(b) A regular full-time or regular part-time employee who becomes eligible for coverage under the B.C. Central Credit Union's Employee Benefits Program shall have the option of either accepting such coverage or accepting six percent (6%) benefits compensation in lieu of coverage under the Program. The option shall be chosen by the employee on the anniversary date of this Collective Agreement.

(c) An employee who does not qualify for B.C. Central Credit Union's Employee Benefits Program shall receive six percent (6%) benefits compensation in lieu of coverage under the Program. The option shall be chosen by the employee on the anniversary date of this Collective Agreement.

### **.3**

The premium costs for the above benefit plan shall be fully paid by the Employer.

### **.3 Workers' Compensation**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home shall receive payments for the remainder of his/her shift without deduction from sick leave.

### **.4 Employee to Contact Employer**

Employees who are absent from work due to a Workers' Compensation Board related injury shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

Prior to returning to work, employees who have been absent from work and in receipt of WCB wage-loss replacement benefits may be required by the Employer to produce a medical certificate certifying that they are fit for work.

### **.5 Transportation of Accident Victims**

Transportation from the Credit Union to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

### **.6 Robbery or Hold Up**

(a) In the event of robbery or hold up, the Employer shall provide (with no cost to the employees) access to professional counselling to all employees suffering from post-traumatic stress.

(b) The Employer agrees that requests from part-time and full-time employees for time off due to post-traumatic stress resulting directly from involvement in robbery or hold up will be considered by the Employer for the balance of the day on which the incident occurred plus the following day without loss of pay.

(c) Refusal of such requests will not be unreasonably withheld. Additional time off as required shall be deemed sick leave or leave covered by WCB, if substantiated by a medical certificate.

**ARTICLE 2 - PAYMENT OF WAGES AND ALLOWANCES****.1 Salary Schedule**

Employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix A of this Agreement.

**.7 Job Descriptions**

(a) Job descriptions will be provided to each employee and the Union for each of the classifications as set out in Appendix A. Job descriptions shall be reviewed with each employee on a regular basis.

(b) Job descriptions are written with the intent to set forth the general duties and requirements of the job and to indicate the level of skills required and shall not be construed as imposing any restrictions 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, providing always that if the assignment of such duties changes the job content sufficiently to justify a review of the job rate, the Union shall be notified and a revised rate may be negotiated between the two (2) parties. The effective date for the new rate shall be the date the job was submitted for review.

**.2**

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 at its discretion may negotiate the salary and category and if agreement cannot be reached, the matter may be referred to arbitration as provided in the Agreement.

**.8 Promotion 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) dollars per month increase.

**.9 Salary Progression**

Employees shall progress to each such succeeding step(s) in the salary range for their job group, in accordance with the service required to qualify for such step.

**.10**

Any employee assigned to a higher job classification shall be paid at a higher rate, as determined by Clause 20.4, from the first full day of such assignment, except when the assignment is for training purposes.

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.

**.11**

A part-time employee who becomes full time shall be placed on the appropriate salary range at a step in length of service consistent with his/her length of accumulated service.

**.12 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 layoff.
- (b) Employees recalled who accept a position in a salary range which is lower than their former position, shall be paid at a step in the salary range commensurate with their service at layoff.
- (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.

## **.2**

Employees who, for reasons set out in Article 21, 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.

## **.13 Pay Periods**

- (a) The pay periods shall be two (2) consecutive calendar weeks, commencing and ending at 12:00 midnight Sunday.
- (b) Pay days shall be on Friday following the end of the two (2) week pay period.

## **- TECHNOLOGICAL CHANGE AND SEVERANCE PAY**

### **.1**

The Employer agrees to provide the necessary training as a result of technological change, without loss of pay and at no cost to the affected employee.

### **.2**

Severance pay shall be paid to employees with two (2) years 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 eight (8) weeks.

### **.3 Training**

- (a) An employee required to attend training outside of the normal hours of work will be granted time off in lieu at straight-time rates. Such time off must be taken at a mutually agreeable time within twelve (12) months.
- (b) When an employee completes a job-related course on his/her own time, as approved in advance by the Employer, the Employer will reimburse one hundred percent (100%) of the cost of the course to the employee. This reimbursement will be made as follows:

- fifty percent (50%) upon registration;

- fifty percent (50%) upon successful completion of the course.

(a) When the Employer requests an employee to attend a credit union related course or courses, the Employer will pay one hundred percent of (100%) the cost upon registration.

## ARTICLE 2 - GENERAL CONDITIONS

### .1 Personalized Cheques

The Employer shall provide the employees with one membership number with free personalized cheques and no chequing service fees.

### .4 Mileage and Meal Allowance

(a) Employees who are required to use their own vehicles on Credit Union business shall receive:

	April 1, 1996	April 1, 1997	April 1, 1998
Mileage	30¢/km	34¢/km	38¢/km

(a) Meal allowance paid to such employee shall be:

	April 1, 1996	April 1, 1997	April 1, 1998
Breakfast	5.00	6.00	7.00
Lunch	8.00	9.00	10.00
Dinner	12.00	13.00	14.00

### .5 Copies of Agreement

(a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Union shall print, in an agreed to format and distribute sufficient copies to the stewards of the Agreement for distribution to employees on staff.

(b) The Employer shall reimburse the Union for fifty percent (50%) of costs.

### .2 Indemnity

The VLC Credit Union will exempt and save harmless all employees from any liability action arising from the proper performance of their duties with the Employer.

**.1 Duration**

This Agreement shall be binding and shall remain in effect to midnight March 31, 1999.

**.2 Notice to Bargain**

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, 1999, but in any event not later than midnight March 31, 1999.

(b) Where no notice is given by either party prior to March 31, 1999 both parties shall be deemed to have been given notice under this Article on March 31, 1999 and there upon Article 23.5 of this Agreement applies.

(c) All notices on behalf of the Union shall be given by the President of the Union or his/her designate and similar notices on behalf of the Employer shall be given by an authorized officer or agent of the Employer.

**.2 Commencement of Bargaining**

Where a party to this Agreement has given notice under Clause 23.2 of this Article, the parties shall, within ten (10) days after the notice was given, commence collective bargaining.

**.3 Changes in Agreement**

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

**.4 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

**.5 Effective Date of Agreement**

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on date of ratification.



**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
John T. Shields, President

\_\_\_\_\_  
President, Trevor Oram

\_\_\_\_\_  
Myrna Cox, Bargaining Committee

\_\_\_\_\_  
Manager, Robin Clarke

\_\_\_\_\_  
Alice Hertel, Bargaining Committee

\_\_\_\_\_  
Director, John Hutchinson

\_\_\_\_\_  
Deanna Ladouceur, Staff Representative

\_\_\_\_\_  
Director, Peg Orcherton

\_\_\_\_\_  
Director, Betty Stevens

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

## APPENDIX A

## CLASSIFICATION AND RATES OF PAY

<b>Position</b>	<b>Effective (2%) April 1, 1996</b>	<b>Effective (1%) April 1, 1997</b>	<b>Effective (1%) April 1, 1998</b>
<b>Teller</b>			
<b>Start:</b>	13.53	13.67	13.81
<b>6 months:</b>	14.45	14.59	14.74
<b>12 months:</b>	14.83	14.98	15.13
<b>Assistant Manager</b>	20.89	21.10	21.31

**LETTER OF UNDERSTANDING**

The Union agrees that when the VLC Credit Union has three (3) or less bargaining unit members employed at the VLC Credit Union, that the Union will make every effort that bargaining not take place during work hours, except in extraordinary circumstances.