

COLLECTIVE AGREEMENT

between

KOOTENAY SAVINGS CREDIT UNION

and

UNITED STEELWORKERS OF AMERICA
Locals 9705 & 935

November 16 2003 – December 31 2006

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ARTICLE 1 - PURPOSE

- 1.1 **Purpose of Agreement.** 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 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:

- 1.2 **Protection of Human Rights.** Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, age, sex, family status, sexual orientation and unrelated criminal or summary conviction, or by reason of membership or activity in the Union.

ARTICLE 2 - UNION SECURITY & RECOGNITION

- 2.1 **Bargaining Unit.** This Agreement shall apply to all employees in the bargaining units for which the Union is certified under the Labour Code of British Columbia and shall be binding on the Employer and the Union and their respective successors and assigns.

- 2.2 **Excluded Positions.** The following positions shall be excluded from the bargaining unit:

Trail:	Internal Auditor
	Manager: Training & Development
	Human Resources Coordinator
	Information Systems Supervisor
	Human Resources Assistant
	Corporate Assistant
	Office Supervisor
	Loans Supervisor
Fruitvale:	Office Supervisor
Castlegar:	Office Supervisor
	Loans Supervisor
Salmo:	Office Supervisor
South Slocan:	Office Supervisor
Kaslo:	Office Supervisor

- 2.3 **Union Membership.** The Employer agrees that all full-time regular, part-time regular and casual employees covered under this Agreement, as a condition of employment shall, within thirty (30) days from the effective date of hire, become and remain members of the Union.
- 2.4 **Union Dues, Fees & Assessments.** The Employer shall deduct from the pay of each member of the bargaining unit, such union dues, fees and assessments as prescribed by the Constitution of the Union.

a) **Employer Remittance.**

- i) **Local 9705.** The dues for Local 9705 union members so deducted shall be remitted, along with a list of the names of employees from whom such deductions have been made, within one (1) week after the end of the month payable to:

United Steelworkers of America, Local 9705
#1 - 825 Spokane Street
Trail BC V1R 3W4

- ii) **Local 935.** The dues for Local 935 union members so deducted shall be remitted, along with a list of the names of employees from whom such deductions have been made, once monthly, payable to:

United Steelworkers of America
Unit D, Box 34223
Vancouver BC V6J 4N1

- b) **Statement of Monthly Deductions.** The monthly remittance shall be accompanied by a statement showing the names of each employee from whose pay deductions have been made and the total amount deducted from the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why, along with any forms required by the International Union. A copy of the monthly remittance statement shall be sent to the Area Staff Representative.

- c) **Liability.** The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reasons of deductions made or payments made in accordance with this Article.

d) **Humanity Fund**

- i) **Deduction Amount.** The Employer shall deduct one cent (\$.01) per hour on a monthly basis on behalf of all employees in the bargaining unit for all hours worked to a maximum of thirty-six (36) straight time hours per week and forward to the local Union office.
- ii) **Payment Frequency.** This shall be deducted from each bargaining unit member's paycheque and submitted quarterly.

- e) **Development Fund.** The Employer will deduct .25% from each Local 9705 employee's monthly salary and forward to the local Union office following the end of each month.

- f) **T4 Forms.** The Employer agrees to print the amount of total deductions paid by each employee for the previous calendar year on the Income Tax T4 form.

ARTICLE 3 - UNION REPRESENTATION

- 3.1 **Recognition of Office Stewards.** The Employer shall recognize full-time regular employees elected or appointed by the Union to act as Office Stewards. These employees must have completed their

probationary period of employment. The Union shall inform the Employer, in writing, of the names of the Office Stewards and their alternates, to a maximum of one (1) steward and one (1) alternate per branch with the exception of the Trail Branch which may have a maximum of one (1) steward from the branch, one (1) steward from the second floor, and two (2) alternates from at large. The Employer shall also recognize a full-time employee elected or appointed as an Office Steward in the Insurance Division.

- 3.2 **Rights of Office Stewards.** The Office Stewards will investigate and process grievances or confer with the Representatives of the Union during their breaks unless circumstances do not allow. In the event circumstances do not allow, the Office Stewards will investigate and process grievances or confer with the Representatives of the Union during regular working hours, without loss of pay. The Stewards will obtain permission from Management before leaving their work area for such purposes, and such permission will not be unreasonably denied.
- 3.3 **Grievance Chairperson.** It is recognized that the Union's Grievance Chairperson is required, from time to time, to attend to problems arising in her capacity as the Grievance Chairperson. It is also recognized that the Grievance Chairperson has a responsibility to the Employer. It is agreed that the Grievance Chairperson will be permitted to attend to these problems during working hours with no loss in pay. If such problems require the Grievance Chairperson to leave the branch or department, permission must first be obtained from the manager(s) concerned. Such permission will not be unreasonably denied. It is understood that these disruptions will be held to a minimum. The Union will encourage, where possible, that issues be dealt with at the branch or department level between the manager and shop steward.
- 3.4 **Employee Names & Addresses.** The Employer will provide semi-annually the names and addresses of all bargaining unit employees to the Union.
- 3.5 **Union Representative to Meet With New Employees.** Where new employees are attending a new employee orientation session in Trail or Kimberley, then the Employer will coordinate with the Union Representative suitable arrangements for a Trail or Kimberley Union representative to meet the new employees for a period not to exceed one-half (1/2) hour.
- 3.6 **Steward / Management Meetings.** Twice per year at a time mutually agreed upon, a joint steward /management meeting will be held. Should the Employer choose not to participate in these meetings, the Union will be permitted one and one-half (1 1/2) hours for union business each time. Such meetings shall be arranged pursuant to Article 9.1 and lost time will be paid by the Employer. If the Employer calls the meeting, the Union will be permitted two (2) hours for union business, with all lost time and travel expenses paid by the Employer.
- 3.7 **Joint Labour Management Committee Meetings**
- a) **Purpose.** Joint Labour Management Committee Meetings will serve to provide a regular opportunity for both parties to raise, discuss issues that arise from time to time in the workplace.
 - b) **Composition.** The Committee will be composed of four members – two representing KSCU and two representing USWA.
 - c) **Meeting Frequency.** The Committee will meet approximately every two months, or as required.

- d) **Authority.** The Committee shall act as a recommending body only. All recommendations will be by consensus only, and recommendations reached in this forum will be made on a without prejudice and without precedent basis in order to promote maximum opportunity to resolve any disputes that arise. This forum is not to be used to resolve grievance matters already in progress through Article 18 of the collective agreement.
- e) **Meeting Records.** The Chair and Recording Secretary positions will be rotated at each meeting. Minutes of these meetings will be circulated amongst all workplaces.
- f) **Paid Leave.** It is agreed that employees will be permitted to attend these meetings with no loss in pay.
- g) **Notice Period.** Either the Employer or the Union, upon 30 days' written notice, may change meeting frequency and composition of this Committee.

ARTICLE 4 - RIGHTS OF THE EMPLOYER

- 4.1 **Management Rights.** The Union recognizes the right of the Employer to operate the business and direct the work force subject to the provisions of this Agreement and the right of the Union or employees to grieve, as provided in Articles 18 and 19. Nothing herein contained shall limit the statutory powers and duties of the Directors of the Employer under the **Credit Union Act**, Section 61, Subsection 1, or successive legislation, which provides:

"Subject to this Act, the regulations and rules, the Directors shall manage or supervise the management of the Credit Union and may exercise all the powers of the Credit Union".

Actual direction of the office staff will be under the authority delegated by the Board of Directors to the President & Chief Executive Officer, who in turn, may delegate any portion of these duties and authority to others in executive capacity.

The parties agree that all rights and privileges not specifically limited by the provisions of this Agreement remain the rights of the Employer.

- 4.2 **Bargaining Unit Work.** Those employees excluded from the bargaining unit shall not perform bargaining unit work which would result in an excluded bargaining unit person replacing a bargaining unit job.

Those employees excluded from the bargaining unit shall not perform bargaining unit work to such an extent and on a continuing basis which would otherwise be sufficient to continuously employ a regular bargaining unit employee.

Where an exempt person performs a majority of the job functions of an absent bargaining unit employee and where the absence has been for a period of one (1) or more days on the service representative line and three (3) or more days in other jobs, then the Employer endeavours to make alternative arrangements to reduce the amount of work performed by the exempt person.

ARTICLE 5 - DEFINITION OF EMPLOYEES

5.1 Probationary Employees.

- a) **Full-time.** All full-time employees shall be considered probationary for the first three (3) months of employment.
- b) **Part-time & Casual.** All part-time and casual employees shall be considered probationary for the first 432 hours worked.
- c) **Probationary Seniority Credits.** All probationary seniority credits earned by an employee as a part-time or casual employee are transferable when the employee becomes full-time.
- d) **Discharge of Probationary Employees.** A probationary employee may be discharged at the Employer's discretion without recourse to the grievance procedure. Such employees shall have the right to grieve in respect of any matter other than his/her discharge.
- e) **Probationary Restriction.** A probationary employee will be assigned to a training branch for the duration of the probationary period.

The Union and the Employer agree that probationary employees will be employed on a full-time basis until the probationary period in 5.1(b) is completed.

Probationary employees shall not displace any other part-time employee and shall be employed as additional complement to the staffing requirements of the training branch.

It is agreed that probationary employees shall be entitled to bid on permanent job postings.

- 5.2 **Full-time Regular Employees.** All employees hired to work on a regular full-time basis, exclusive of replacement hours, who have completed the probation period as set out in Article 5.1 above.
- 5.3 **Part-time Regular Employees.** All employees other than full-time who work scheduled hours and who have completed their probation period. Part-time employees will be advised of their status when hired.
- 5.4 **Casual Employees.** All employees who work on an on-call basis for short periods of time for the purpose of vacation, short-term illness or emergency relief. An emergency is defined as a situation which is beyond the control of the employer - a short-term circumstance which is not possible to predict. These employees shall receive, in addition to the rate of pay, eight percent (8%) of that rate in lieu of benefits. Casual employees will be advised of their status when hired.
 - a) **Seniority.** Amongst those casual employees able to do the job required, the principle of seniority shall be applied when calling them to work.
 - b) **Casual List.** The Employer shall provide the Union with a list of employees who are casual. Any questions dealing with casual employee status will be dealt with by the Office Stewards and Management.

- c) **Status Change.** A casual employee reaching part-time regular or full-time regular status will have rights under this Agreement based on the date he/she reaches regular status.
- 5.5 **Part-time Benefits.** Part-time employees working less than sixty (60) hours per month on a regular basis are not entitled to benefits provided in the Agreement; however, they will be entitled to the "in lieu" premium pursuant to Article 5.4.
- 5.6 **Student Education.** The Union recognizes the right of the Employer to assist in the education of non-paid students. Such students will not be a part of the bargaining unit or perform bargaining unit work. All other students will be paid in accordance with the Collective Agreement and will pay union dues. No students shall accrue seniority or displace any current employee.

ARTICLE 6 - HOURS OF WORK & OVERTIME

6.1 Work Week.

- a) **Hours per Week.** The work week shall be thirty-six (36) hours.
- b) **Days per Week.** The work week shall be five (5) consecutive work days during the period of Monday to Saturday inclusive.
- c) **Hours per Day.** A work day shall be a maximum of eight and one-half (8½) hours between the hours of 8:30 am and 6:30 pm.
- d) **Work Schedule Changes.** 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 a change in existing hours or shifts, the Employer agrees to give at least fourteen (14) days' notice of any change and during that 14-day period, agrees to discuss any changes with the employee(s) or Union.

6.2 Travel Time.

- a) **Travel Outside of Work Hours.** Time required to travel prior to or after an employee's normal work hours for the purpose of attending training sessions or meeting at a location outside the employee's region will be reimbursed at straight time rates in accordance with Appendix "A" - Travel Time Schedule.
- b) **Travel During Work Hours.** Travel time during an employee's normal work hours is not reimbursed, and should travel occur during normal work hours, the appropriate reimbursement stipulated in Appendix "A" will be reduced accordingly.

- 6.3 **Lunch Breaks.** A one (1)-hour lunch period will be scheduled for each employee normally between the hours of 11:00am and 2:30pm. If an employee, for whatever reason, is continually scheduled for an unfavourable lunch period in his/her opinion, the Employer agrees to rotate lunch periods whenever possible within the constraints of the operation concerned.

6.4 **Rest Periods.** All employees shall have a reasonable opportunity for two (2) fifteen (15)-minute rest periods away from their workstation during the day. Employees who do not deal directly with the public will also be permitted to have coffee at their workstations, as long as the employees are not in proximity of the computer or exposed documents. However, it is recognized that if required, mutual arrangements may be made on a branch-to-branch basis.

6.5 **Information Technology Work Schedules & Premiums.** It is agreed that the following outlines the work schedules and premiums for the Information Technology Representatives in the Corporate Office:

- a) **Shift Schedule.** Incumbents will be placed on a rotating shift schedule in the Information Technology Department. Schedules will be provided to the incumbents and the Union annually.
- b) **Changes to Shift Schedule.** Any proposed changes to the shift schedule will be discussed with the Union.
- c) **Shift Premium.** The employees will receive a monthly shift premium of \$80.00, which is equivalent to \$1.00/hour for the purposes of overtime.
- d) **Sunday Premium.** The employees will receive a monthly Sunday premium of \$18.00, which is equivalent to \$1.50/hour for the purposes of overtime.
- e) **Statutory Holiday Rate.** All work performed on a scheduled statutory holiday will be paid at one and one-half (1½) times with a minimum pay of four (4) hours.
- f) **Regular Overtime.** All work performed in excess of a work day or work period (on a rest day) will be paid at one and one-half (1½) times, unless the employee concerned has voluntarily traded a shift with another employee. Furthermore, any applicable shift differential and/or Sunday premium will be paid on overtime hours worked.
- g) **Unscheduled Overtime.** If an employee is called to work on an unscheduled late shift or Sunday shift, he/she will be paid at the appropriate shift and Sunday premium.
- h) **Unscheduled Overtime - Statutory Holiday.** If an employee is called to work on an unscheduled statutory holiday, he/she will be paid at two and one-half (2½) times the hourly rate.

6.6 **Overtime Premiums.**

- a) **Regular Overtime.** The Employer agrees to pay overtime at the rate of time and one-half for hours in excess of an employee's normal work day up to eleven (11) hours, and for hours in excess of an employee's normal work week up to forty-eight (48) hours. All overtime in excess of these hours will be paid at double time.
- b) **Overtime - Normal Day Off.** In situations where an employee is required to work on his/her normal day off, double time will be paid.
- c) **Call Outs.** An employee called back to work for any reason, including security, after having completed a regular day's work, or on a regularly scheduled day of rest, or from a vacation, shall be paid at the applicable overtime premium specified in this section for a minimum of two (2)

hours or for time worked, whichever is greater. Travel time to and from the employee's residence will be considered time worked.

- d) **ATM Call outs.** Any employee may volunteer to be on call. However, there will not be a premium to be on call and the employee is not obligated to be available. If the employee makes a call out, the ATM premium will be \$40.00.
 - e) **Overtime for Service Representative Balancing.** Overtime for service representative balancing will be paid in accordance with Appendix "B" - Procedures for Service Representative Balancing.
 - f) **Authorization of Overtime.** Overtime work must be authorized by Management.
- 6.7 **Overtime Meal.** An employee who works overtime beyond a regular shift shall be allowed a suitable meal and one-half (1/2) 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.
- 6.8 **Declining Overtime.** 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. However, it is recognized that as much as possible, overtime will be distributed fairly and equally amongst all employees.
- 6.9 **Time Off in Lieu of Overtime.** Employees who work overtime may elect to take time off to a maximum of 36 hours in lieu of overtime pay. Accumulated overtime will be taken within one (1) year of its incurrence and will be scheduled at a mutually agreeable time. Therefore, the employee may choose one of the following:
- a) to be paid all overtime hours at the appropriate rates, or
 - b) to take time off with pay, the length of time off being equal to the straight time equivalent to the overtime earnings.
- 6.10 **Scheduling Part-time Employees.**
- a) **Notification.** The scheduling of hours for part-time employees shall be posted at least one (1) week prior to the first day of each month.
 - b) **Availability for Work in Other Branches.** A part-time employee in any branch who has completed his/her probationary period may elect to inform other branch managers of his/her availability for additional part-time hours. Where the branch manager (or supervisor) determines that additional part-time help is required, then the branch manager may contact those part-time employees who have indicated their availability, on a seniority basis. It is agreed that transportation costs are not paid as a result of this Article.
 - c) **Rescheduling.** The Employer has the right to re-schedule part-time employees in cases of unforeseen circumstances.

- d) **Extra Hours.** The principle of seniority shall be applied when assigning unscheduled hours to part-time employees.
- e) **Preference.** Preference for extra work will be given to part-time employees over casuals.
- f) **Right to Work Part-time.** If an employee bids or is hired into a part-time job, then he/she will maintain the right to work part-time. If a part-time employee refuses extra hours, he/she will not be penalized and those hours will be offered to another part-time employee on a seniority basis. If there is not a part-time employee who accepts the job, then a casual employee will be offered the work on a seniority basis. If all part-time and casual employees able to do the job refuse the extra hours, then the Employer has the right to schedule said hours to the junior employee able to do the job.

ARTICLE 7 - STATUTORY HOLIDAYS

7.1 Paid Holidays.

- a) **List of Holidays.** The Employer agrees to provide all full-time employees with the following statutory holidays, without loss of pay:

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

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Governments. 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. If a statutory holiday falls on a Friday, Saturday, Sunday or Monday, the Insurance Office in Trail will be closed on the Saturday of that weekend.

- b) **Time Off in Lieu of Holiday.** The day off in lieu of a holiday which falls on an employee's normal day off must be taken by December 31st of the year in which 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.**
 - i) **Full-time Employees.** In addition to the holidays stipulated in Section 7.1(a) above, following completion of the probationary period stipulated in Article 5.1, an employee will be entitled to 21.6 hours (three (3) paid holidays) in each year of service, prorated for partial years of service. These shall be known as "floating" holidays and each shall be taken at a time mutually agreed between the Employer and the employee. Employees shall not be entitled to a "floating" holiday should the Federal, Provincial or Civic Government proclaim another general holiday in addition to those set out in Article 7.1(a) above.

- ii) **Part-time Employees.** When a part-time regular employee has maintained his/her status as a part-time regular employee for two (2) consecutive years and has completed the equivalent of at least one (1) year's full-time service in that two (2) year period, then he/she shall be entitled to two (2) paid "floaters" at his/her rate of pay to be taken at a mutually agreeable time.

- d) **Holidays During Annual Vacation.** In the event any of the holidays in Article 7.1(a) 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 VACATIONS

8.1 **Vacation Entitlement - Full-time Employees.** The vacation year shall be January 1 to December 31. All full-time regular employees shall receive a paid vacation in accordance with the following entitlements:

- a) **First Year of Employment.** In the first vacation year of employment, an employee shall accrue six (6) hours of paid vacation for each month of service to a maximum of 72 hours.

- b) **Eligibility Period.** An employee who has completed three (3) months or more employment in his/her first vacation year shall be allowed to take a paid vacation in the amount of time accrued to the start of vacation. Such time, if taken, shall be deducted from the employee's total accrual for the first vacation year.

- c) **Increments.** Employees shall accrue a paid vacation entitlement in each vacation year, in accordance with the following increments:

Vacation Year of Service Entered	Hourly Entitlement	Equivalent Weekly Entitlement
2 nd year to 5 th year	108 hours	Three (3) weeks
6 th year to 10 th year	144 hours	Four (4) weeks
11 th year to 20 th year	180 hours	Five (5) weeks
21 st year and subsequent	216 hours	Six (6) weeks

8.2 **Vacation Pay on Termination.** An employee may take his/her paid vacation entitlement during the vacation year in which it is being earned, but if he/she subsequently terminates in that year, a pro-rated adjustment will be made to the employee's final pay cheque if the vacation taken exceeds the paid vacation earned.

8.3 **Absences Not Affecting Vacation with Pay Entitlement.** For employees with more than one (1) continuous year of service, the following leave of absence from work shall be considered as days worked in determining vacation with pay entitlements:

- a) **Workers' Compensation/Illness.** Absence due to Workers' Compensation or illness for a period up to nine (9) months, providing the employee returns to work with the Employer. In case of absence due to illness, the Employer shall have the right to require written confirmation of illness from a qualified medical doctor. In instances where an employee is absent due to illness

or Workers' Compensation in excess of nine (9) months, then upon his/her return, he/she may schedule his/her vacation earned in that calendar year in accordance with the provisions of the Collective Agreement. Should he/she have any unused vacation from a previous year, then he/she is entitled to exercise the option of either scheduling the unused vacation during the same calendar year at a time mutually agreed upon, but which does not interfere with the vacation entitlements of any other employee, or he/she may be paid out his/her unused vacation.

- b) **Leave without Pay.** Absence without pay approved in writing by the Employer shall be credited towards entitlement for annual vacations, but time spent on such leave will not be counted in computing vacation pay.
- c) **Pregnancy Leave.** Absence due to Pregnancy Leave, as per Article 9.4.

8.4 Vacation Entitlement - Part-time / Casual Employees.

Vacation Year Entered	Annual Entitlement
First Year of Employment	Two (2) weeks unpaid, prorated based on hire date
Second (2 nd) to Fifth (5 th) year	Two (2) weeks unpaid
Sixth (6 th) and subsequent year	Three (3) weeks unpaid

Part-time and casual employees with less than five (5) years of employment shall receive, in addition to the rate of pay, four percent (4%) of that rate in lieu of vacation. Part-time and casual employees with five or more years of employment shall receive, in addition to the rate of pay, six (6%) of that rate in lieu of vacation.

Vacation must be scheduled in periods of one or more weeks, unless the employee requests otherwise.

Vacation must be taken within the calendar year it has been granted.

8.5 Vacation Scheduling.

- a) **Mutual Arrangements.** Vacations shall be mutually arranged amongst the bargaining unit employees in an attempt to ensure that all employees have an opportunity to enjoy preferable vacation periods. In the event that mutual arrangements cannot be made, then senior employees will have preference.
- b) **Scheduling Summer Vacations.** Employees shall select their vacation periods in order of seniority as defined in this Agreement. However, all employees may only schedule two (2) weeks at a time during the summer months of June to August inclusive, until all employees in the signing group have had the opportunity to select one vacation period.
- c) **Individual Vacation Days.** The scheduling of individual days off for vacation time shall be done in accordance with the practice of each individual branch or department prior to the first certification date of July 4 1988.

- d) **Rescheduling Vacation.** Subject to Management approval, any employee shall be permitted to re-schedule his/her vacation if it does not interfere with vacations already scheduled by other employees. Such approval shall not be unreasonably denied.
- e) **Banking Vacation Entitlement.** Regular full-time employees who qualify under Article 8.1 shall be entitled to bank a maximum of 36 hours vacation to be taken by April 30 of the following year. Vacation days not taken by April 30 will be automatically paid out unless the banked vacation is cancelled by the Employer or cannot be taken due to illness of the employee. In such case, the employee can carry over the remaining time to be taken in the next calendar year, provided the employee was ill for at least one (1) week. Other arrangements may be made by mutual agreement. Employees making use of this provision may do so except when it interferes with the scheduling of other employees' regular vacations.
- f) **Management Approval.** All vacation scheduling is subject to Management approval and such approval shall not be unreasonably denied.

8.6 **Rescheduling Vacation due to Sickness or Accident.**

- a) **Prior to Commencing Vacation.** An employee unable to go on his/her scheduled annual vacation because of sickness or accident may, upon notification to the branch manager and with a proper medical certificate, postpone such vacation, and such vacation shall be rescheduled. The employee cannot bump any other employee's scheduled vacation.
- b) **During Vacation.** An employee who becomes sick or has an accident during a scheduled vacation may reschedule the balance of that vacation. To be eligible, the employee must have been sick or been disabled due to an accident for at least one (1) week. The employee cannot bump anyone else's scheduled vacation.

8.7 **Supplementary Vacation.**

- a) **Entitlement.** Employees shall be granted paid supplementary vacation entitlement in accordance with the following increments:

Vacation Year of Service Completed	Hourly Entitlement	Equivalent Weekly Entitlement
5 years	36 hours	One (1) week
10 years	72 hours	Two (2) weeks
15 years	108 hours	Three (3) weeks
20 years	144 hours	Four (4) weeks
25 years (eff. December 31 2006)	144 hours	Four (4) weeks

- b) **Pay Rate.** Vacation pay during such leave will equal the current salary when supplementary vacation is taken.
- c) **Scheduling Arrangements.** The supplementary vacation may be taken in conjunction with the regular vacation to which the employee is entitled, providing such regular vacation is not scheduled to be taken during the months of June, July and August, in which event the

supplementary vacation shall be taken at a time to be agreed upon by the Employer and the employee.

- d) **Time & Scheduling Restrictions.** Supplementary vacation not used within the specified period will be paid out unless the scheduled supplementary vacation is cancelled by the Employer or cannot be taken due to illness of the employee. In such case, the employee can bank the remaining time to be taken in the next calendar year, provided the employee was ill for at least one (1) week.

ARTICLE 9 - LEAVES OF ABSENCE

9.1 Union Business.

- a) **Notice & Time Requirements.** Leave of absence without pay may be granted to employees for the purpose of attending to Union business, providing the Employer's work requirements allow for such leave. The Union will request such leave by giving the Employer at least two (2) weeks' notice. This leave is restricted to two hundred eighty (280) hours per year with a maximum of one hundred forty (140) hours from one branch. This limit may be extended by mutual agreement.
- b) **Leave Restriction.** The Union agrees not to apply for leave during a week where a statutory holiday falls.
- c) **Reimbursement for Unpaid Leave.** Where employees are booked off for unpaid Union leave, then the Employer agrees to pay that employee his/her regular pay and bill the local Union for reimbursement. Where the leave is greater than thirty (30) consecutive days, reimbursement shall include benefit costs, tax, etc.

9.2 Bereavement Leave.

- a) **Immediate Family - Full-time Employees.** In case of death in the immediate family of a full-time regular employee, the employee shall be granted leave of absence with pay to a maximum of 36 hours. Immediate family is defined as the employee's spouse, mother, father, son, daughter, foster child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-parent, step-child, grandparent and grandchild. The leave of absence will not be charged against paid sick leave or annual vacation entitlement. This leave may be extended at the discretion of the branch manager, without pay. This leave will not be unreasonably denied.
- b) **Immediate Family - Part-time Employees.** Part-time employees are entitled to a maximum of five (5) working days' leave, three (3) of which will be paid, providing the employee was scheduled to work. The definition of "day" shall be the hours normally worked by the employee. This leave may be extended at the discretion of the branch manager, without pay. This leave will not be unreasonably denied.
- c) **Extended Family - Full-time & Part-time Employees.** In the case of death of a sister-in-law, brother-in-law, spouse's grandparents, aunts, uncles, nieces, nephews and cousins, any employee scheduled to work shall be granted a leave of absence without pay to a maximum of five (5)

working days. This leave may be extended at the discretion of the branch manager. When the employee attends the funeral on a workday, he/she shall be reimbursed up to one (1) day's pay.

9.3 **Jury Duty.** Full-time regular and part-time regular employees summoned to jury duty or summoned as a witness, providing it is not in the employee's own defense, shall be paid regular wages on such days of actual service, providing they were scheduled to work and providing that any monies paid to the employee for such service will be payable to the Employer.

9.4 **Pregnancy Leave.**

- a) **Entitlement.** An employee who is pregnant or has received confirmation of approved adoption of an infant five (5) years or under shall be entitled, upon written application, to a leave of absence without pay of seventeen (17) weeks, or such shorter leave of absence as the employee may request. In the case of a pregnant employee, such shorter leave shall commence during the period of eleven (11) weeks immediately preceding the estimated day of her delivery.
- b) **Extension of Entitlement.** An employee may have her pregnancy leave extended up to six (6) additional consecutive weeks of unpaid leave, to a maximum of twenty-three (23) weeks, for reasons related to the birth or termination of the pregnancy, if she is unable to return to work when her leave ends under Article 9.4(a) above. Written notice must be given to the Employer at least two (2) weeks prior to the commencement of the extended leave.
- c) **Return to Work Restriction.** Notwithstanding Article 9.4(a), where the actual date of delivery is later than the estimated day of delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery.
- d) **Notice Requirements.** An employee who is pregnant shall give the Employer two (2) weeks' notice in writing of the day upon which she intends to commence her leave of absence, and must furnish the Employer with the certificate of a legally qualified medical practitioner stating she is pregnant and giving the estimated day upon which delivery will occur, in his/her opinion.
- e) **Early Leave for Medical Reasons.** It is recognized that, if for any medical reason, a pregnant employee is required to commence leave prior to the date of requested pregnancy leave, either sick leave credits and/or Short or Long-term Disability benefits may be used, or at the request of the employee, pregnancy leave may be rescheduled.
- f) **Notice of Return to Work.** An employee who intends to resume employment on the expiration of a leave of absence shall give the Employer two weeks' notice. An employee who elects to shorten the six (6) week period of leave shall give the Employer three (3) weeks' notice of her intention to do so, and in the case of an employee who received leave due to a pregnancy, furnish the Employer with the certificate of a legally qualified medical practitioner, stating she is able to resume work. On the return to work by any employee under this section, the Employer shall reinstate the employee to her previous position or, should her former position be redundant, provide her with alternative work under the terms of the bumping procedure as set out in Article 13.1, and at not less than her normal salary at the time her leave of absence began.

g) **Benefits Unaffected by Pregnancy Leave.**

- i) **Service / Pension / Vacation Entitlement.** The period of such leave shall be considered as employee service for seniority and pension purposes and vacation entitlement and pay. Employee service is defined as the time she would have normally worked at commencement of leave.
- ii) **Employee Benefits.** The Employer agrees to maintain Medical, Extended Health, Group Life Insurance, Accidental Death & Dismemberment and Dental coverage for an employee for the duration of her pregnancy leave on the same basis as though the employee was working.

9.5 **Parental Leave**

a) **Entitlement.**

- i) **Birth Mother.** A birth mother who has taken pregnancy leave is entitled to up to 35 consecutive weeks of unpaid leave, commencing immediately after the end of the pregnancy leave. A birth mother who has not taken pregnancy leave is entitled to up to 37 consecutive weeks of unpaid leave, beginning after the child's birth and within 52 weeks after that event.
- ii) **Birth Father.** A birth father is entitled to up to 37 consecutive weeks of unpaid leave, beginning after the child's birth and within 52 weeks after that event.
- iii) **Adopting Parent.** An adopting parent is entitled to up to 37 consecutive weeks of unpaid leave, beginning within 52 weeks after the child is placed with the parent.

b) **Notice Requirements.**

- i) **Notice to Commence Parental Leave.** An employee who intends to commence parental leave shall give the Employer four (4) weeks' written notice.
- ii) **Notice of Return to Work.** An employee who intends to resume employment on the expiration of parental leave shall give the Employer two (2) weeks' notice.

c) **Benefits Unaffected by Parental Leave.**

- i) **Service / Pension / Vacation Entitlement.** The period of such leave shall be considered as employee service for seniority and pension purposes and vacation entitlement.
- ii) **Employee Benefits.** The Employer agrees to maintain Medical, Extended Health, Group Life Insurance, Accidental Death & Dismemberment and Dental coverage for an employee for the duration of his/her parental leave on the same basis as though the employee was working.

9.6 **Medical & Dental Leave.** All full-time regular employees shall be entitled to a maximum of fourteen (14) paid hours per calendar year to attend to any kind of medical or dental appointments for their own personal use. Employees will also be entitled to obtain leave without pay for further medical or dental appointments required by themselves or any member of their family. It is recognized by the employee that the Employer requires as much notice as possible for these leaves, and these requests shall not be unreasonably denied.

9.7 Special Leave without Pay.

- a) **Annual Entitlement.** An employee may be granted a leave of absence without pay, for up to 72 hours per calendar year, subject to operational requirements. Where leave is requested for over 36 hours, then such leave must be taken in 36-hour increments. On such leaves, seniority will accrue. Requests will be limited to two (2) per calendar year. Leave of absence will normally only be considered providing that all vacation entitlement and accrued days in lieu of statutory holidays have been taken; or all vacation entitlement or accrued days in lieu of statutory holidays have been previously scheduled and approved; or where the employee has fewer than 36 hours unscheduled, and leave, if granted, is limited to 36 hours in such circumstances.
- b) **Medical Emergency & Required Treatment.** In the case of a medical emergency and required treatment in the family, up to sixty (60) days unpaid leave shall be granted, if required. Family is defined as spouse, child, parent, grandparent and grandchild. This leave will not be unreasonably denied.

9.8 **Family Responsibility Leave.** In case of illness of a parent, child or spouse where a full-time employee is required to tend to the family illness, the employee is entitled to 36 hours per calendar year, provided the employee has worked one (1) year full time. Part-time employees who have worked two (2) years or one (1) year full-time equivalent are entitled to one (1) day per calendar year. Such leave shall not be unreasonably denied.

ARTICLE 10 - BENEFIT PLANS & SICK LEAVE

10.1 Benefit Plans.

- a) **Eligibility Period.** All full-time regular and part-time regular employees shall become eligible for coverage under the Employer's benefit plans, on the first day of the month following three (3) months of employment.
- b) **List of Benefit Plans.** Details of the plans are contained in brochures provided by the Employer. The Employer shall pay the cost of premiums of the following plans:
 - Medical Services Plan of BC
 - Extended Health Benefit Plan (For part-time employees, coverage is for the employee only)
 - Group Life Insurance
 - Accidental Death & Dismemberment (For part-time employees, coverage is for the employee only)
 - Dental Plan (75% of A, 75% of B, 50% of C to \$2,000) (For part-time employees, coverage is for the employee only)

The Employer agrees to arrange, for all full-time and part-time employees, a Weekly Indemnity Plan and a Long-term Disability Plan with the premiums for these plans to be paid by the employee.

- c) **Payment of Weekly Indemnity & Long-term Disability Premiums.** Effective November 16 2002, the Employer agrees to pay 50% of the monthly premiums of the Weekly Indemnity

Plan and Long-term Disability Plan. Where possible, the Employer's contribution will be paid in a manner that, if both legally appropriate and resulting in no additional costs to the Employer, will be structured to make benefits non-taxable.

10.2 **Sick Leave.**

- a) **Full-time Employees.** A full-time employee shall accrue sick leave credits of 7.2 hours per month for each month actually worked in a calendar year. Unused credits shall be accumulated to a maximum of 216 hours.
- b) **Part-time Employees.** A part-time regular employee who has maintained his/her status as a part-time regular employee for two (2) consecutive years and has completed the equivalent of at least one (1) year's full-time service in that two-year period shall be entitled to a maximum of six (6) paid sick days per calendar year. Any sick day credits remaining at December 31 may not be carried over, but a further six (6) days will be advanced on January 1 of the following year.
- c) **Qualifying Absences.** The parties agree that employees must complete the necessary Weekly Indemnity forms in the manner and time prescribed by the carrier. In those circumstances where the carrier rejects a claim, the employee must appeal forthwith. The Employer will assist the employee in this process upon request. Throughout this process, sick leave credits will be used for all such absences.
- d) **Continuation of Benefits.** The Employer shall agree to pay the employee's full benefits of the insurance carrier, if the employee is eligible for such a benefit, until such a time that the benefit commences. The employee agrees to endorse and sign over the benefit cheques to the Employer once the benefit cheques are sent to the employee.

10.3 **Pension Plan.** The Employer agrees to maintain, for the duration of this Agreement, the pension plan currently in effect, or its equivalent. If there are any changes to the plan, the Union will be advised. Full-time employees will be eligible for entry into the plan after one (1) year's full-time service.

10.4 **Retiree Health & Welfare Benefits.** Effective December 31 2006, employees who retire from Kootenay Savings Credit Union on pension after November 16 2003 and who elect to participate in the retiree health & welfare benefits plan shall be entitled to a benefit premium reimbursement of 50% to a maximum of \$1,000 per year.

10.5 **Doctor's Note for Sickness.** An employee absent for reasons of sickness or accident, after a period of five(5) consecutive working days, may be required to produce a doctor's note verifying the reason(s) for the absence.

ARTICLE 11 - SALARY POLICY

11.1 **Salaries.**

- a) **Salary Schedule.** Employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix "D" – Salary Scales.

- b) **Pay Frequency.** Employees shall be paid biweekly.
- c) **Salary Adjustments.** Salaries listed in Appendix “D” shall be adjusted as follows:
 - i) **Signing Bonus** **2.00%** for all employees on annual earnings from Jan 01 03 – Dec 31 2003
 - ii) **November 16 2003** **2.00%** for employees whose rate of pay was reduced as a result of short-term disability premium adjustments. Employees whose rate of pay was not reduced will receive an average salary increase of 0.89%.
 - iii) **January 01 2005** **2.00%** for all employees
 - iv) **January 01 2006** **2.50%** for all employees

11.2 **Job Classification & Job Duties.**

- a) It is understood that the job descriptions currently in place will apply until new job descriptions are agreed to under the Job Classification and Job Duties process.
- b) All jobs will be evaluated using the Job Evaluation Plan as referenced in Letter of Understanding #1. The Plan, when completed, will form part of this Collective Agreement, and may be amended from time to time by mutual agreement between the Employer and the Union.

11.3 **Salary Increases.**

- a) **Salary Increase for Promotion.** An employee who is promoted will be placed on the next highest step which will generate a salary increase.
- b) **Salary Increase for Service in Temporary Positions.** When an employee works in a posted temporary position of a higher job grade for six (6) months or longer, leaves that position, but returns within six (6) months, for purposes of movement on the salary grid, he/she will be credited with the service he/she accrued during the temporary posting. This six (6)-month period may be extended by mutual agreement.

11.4 **Substitution Pay.**

- a) **Cross-trained Employees.** Where an employee substitutes in a higher position for a full day or longer for which he/she has successfully completed his/her cross training, then he/she shall receive the higher wage rate.
- b) **Non-cross-trained Employees.** Where an employee substitutes in a higher position for which he/she has not been cross trained, then he/she will be entitled to the higher wage rate after completion of five (5) consecutive work days in the higher position. The higher rate will be paid retroactively for the five(5)-day period.

- 11.5 **In-charge Premium.** An employee who, in the absence of the branch manager and/or supervisor, has been designated to be “in charge” shall be paid an additional \$15.00 for each full day that he/she is designated as being "in charge". The person designated “in charge” is responsible for

opening and closing the building, taking care of the premises, security and direction of other employees for the entire day.

- 11.6 **Salary Adjustment - Part-time to Full-time.** A part-time employee who becomes full-time shall be placed on the appropriate salary range consistent with his/her length of accumulated service.
- 11.7 **Recalls & Demotions.**
- a) **Recall to Lower Position.** A recalled employee who accepts a position in a salary range which is lower than for his/her former position shall be paid at a step in the salary range commensurate with his/her service at layoff.
 - b) **Voluntary Demotion.** An employee who transfers to a position in a lower salary range for reasons attributable to the employee shall be paid at a step in the salary range commensurate with their service at the time of transfer.
- 11.8 **Technological Change.** If, as a result of technological change, as set out in Article 17, an employee's position has a lower salary range:
- a) the employee shall retain his/her former salary if he/she has been able to adapt to the technological change;
 - b) the employee shall be placed on the lower salary if he/she was not able to adapt to the technological change.

ARTICLE 12 - JOB POSTING

12.1 **Posting Process.**

- a) **Posting Vacancies.**
 - i) **Notice.** Notice of permanent and temporary 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, salary, a brief outline of the duties involved, and shall indicate if the position is full time or part time. A copy of the notice shall be sent to the Office Stewards and the Union office. The Office Steward will be given three (3) working days from the date of the posting to contact any employee who may be absent for any reason. In instances where an employee has given adequate notice for an extended leave of absence, such as pregnancy leave, then notice of a job vacancy will be posted thirty (30) working days prior to the date the leave commences.
 - ii) **Timeline for Accepting or Declining Job Offers.** Following a job offer, an employee will be given forty-eight (48) hours to accept or decline the offer.
 - iii) **Long-term Absences.** If an employee is absent on Long-term Disability or for any other reason for a period of more than two (2) years, the Employer and the Union may mutually agree to post the job as a permanent vacancy. However, should the affected employee return from his/her absence, he/she will be placed on the job she was on immediately prior to his/her absence, or another job which will be mutually agreed to by the Employer and the Union.

It is recognized that displacements will occur as a result of the affected employee returning to work. This may include a layoff. Therefore, the bumping process will be implemented.

When the job of the affected employee is posted permanently, the following clause will appear on the job posting:

“This job is being filled to replace an absent employee. Should this employee return, it could result in the displacement of the current incumbent or another employee.”

- b) **Bidding Conditions.** An employee may bid on a vacant position which may involve a promotion, lateral transfer, temporary vacancy or lower classification.
- c) **Filling Posted Vacancies.** The parties recognize the importance of filling all posted job vacancies as soon as possible. Accordingly, the Employer agrees to fill posted vacancies at the earliest possible time. Where an employee has been selected to fill a posted job vacancy, the Employer will use its best efforts to effect the move of such employee within a period of thirty (30) calendar days from the date of the selection. Where circumstances are such that the move cannot be effected in thirty (30) calendar days, the Employer will notify the Union. If an employee cannot be moved to his/her new position within fourteen (14) calendar days from the date of selection, he/she will assume status of the new position fourteen (14) days from the date of selection for the purpose of job posting only.
- d) **Temporary Vacancies.**
 - i) **Definition.** A temporary absence, for the purpose of postings is for a fixed and determinable time, unless extenuating circumstances become apparent.
 - ii) **Absence of 30 Days or Less.** If a temporary absence is for thirty (30) consecutive days or less, then the Credit Union's present practice shall continue and no posting is required.
 - iii) **Absence of 31 Days to 12 Weeks.** If a temporary absence is for more than thirty (30) consecutive days but less than or equal to twelve (12) weeks, then the vacant position shall be posted within the branch where the temporary absence arose.
 - iv) **Absence of Over 12 Weeks.** If a temporary absence is for more than twelve (12) weeks, then the vacant position shall be posted in all unionized branches.
 - v) **Employee Status When Filling Temporary Vacancy.** An employee filling a posting as a result of a temporary absence shall maintain his/her status at the time he/she applied for the posting. Specifically, a casual or part-time employee cannot have full-time status by obtaining full-time hours due to a temporary absence. However, once the length of the absence exceeds one hundred twenty (120) days, the replacement employee will assume the status of the absent employee for the purposes of benefits only. Should the absent employee return to his/her position, then the replacement employee reverts to his/her former status. Should the position become permanent, then the vacancy will again be posted in accordance with Article 12.1.
 - vi) **New Employees Hired to Fill Temporary Vacancy.** If the Credit Union hires an employee to perform a job as a result of the temporary absence, then that employee will be classified as part-time and will be eligible for seniority in accordance with the Collective Agreement. Upon completion of the initial assignment, the employee will revert to the Casual Pool.

- vii) **Casual Pool Eligibility.** Upon completion of the probationary period, the employees in (vii) above may request to be placed on the Casual Pool List for additional hours. The onus will be on the employee to advise the Employer of his/her availability.
- viii) **Bidding out of Temporary Positions.** During the initial assignment, employees in (vii) above may do either of the following:
 - a) If there is a permanent vacancy for which the employee is qualified and into which he/she successfully bids, it is agreed that he/she will be awarded the posting.
 - b) If there is another temporary vacancy for which the employee is qualified, and which would result in more hours, and which has not attracted any internal applicants, then the employee will be awarded the posting.
- ix) **Bidding into Another Temporary Position.** A permanent employee who has posted into a temporary posting will be allowed to bid into another temporary posting after ninety (90) days in the initial assignment if:
 - a) an employee bids into another temporary posting of a higher job class;
 - b) a service representative bids into another temporary service representative posting which would result in a change in status or provide benefits;
 - c) an employee bids into another temporary posting of the same job class which would result in a change in status or provide benefits;
 - d) an employee is within the last 30 days of his/her current temporary posting.
- x) **Rebidding Previous Assignment.** An employee who is on a temporary assignment and who successfully bids into a new job cannot bid back onto the temporary assignment which he/she has left.

12.2 Selection Process.

- a) **Selection Preference.** 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 ability to do the job. Preference in selection shall be to full-time regular, part-time regular, casual employees, and new employees hired pursuant to Article 12.1(d)(vi) in that order.
- b) **Application Form.** All bids on posted job vacancies shall be in writing on a form provided by the Employer.
- c) **Written Notification of Selection.** Applicants shall be notified in writing whether they have been selected or not.

12.3 **Selection Criteria.** Selections for job vacancies shall be made on the basis of ability to do the work, and seniority, in that order. In the event two or more employees have similar abilities, the employee with the greatest seniority shall be selected.

12.4 **Familiarization Period.** Employees promoted to a higher position through job posting shall be allowed a familiarization period up to ninety (90) working days. Should it be determined at the end of the familiarization period that they do not possess the necessary ability to perform the job, they shall be returned to their former position or one of equal rank and shall be paid their former salary plus any service increment they may have become entitled to had they not been promoted. This decision is subject to the grievance procedure.

12.5 **Transfer Outside of Bargaining Unit.** The Employer agrees no employee shall be transferred to a position outside the bargaining unit without the employee's consent.

ARTICLE 13 - LAYOFF & RECALL

13.1 Bumping Process.

- a) Should the Employer decide to reduce the number of office staff, the employee with the least amount of seniority in a position that is being eliminated will have the option to:
 - i) remain in his/her branch or department by bumping the employee with the least seniority in his/her job grade. If there is no job available, and the employee chooses to remain in his/her branch or department, he/she will bump the employee with the least seniority in the next lowest job grade. This process will continue until the employee is successfully placed; **OR**
 - ii) bump the employee with the least seniority in his/her job grade within the bargaining unit. If there is no job available in his/her job grade, he/she may bump the employee with the least seniority in the next lowest job grade within the bargaining unit. This process will continue until the employee is successfully placed in a job outside of his/her branch or department.
 - iii) Should the next lowest job grade, as referred to in 13.1 a) ii) above, fall in the Kaslo Branch, the employee in a branch other than Kaslo will have the option of bypassing that bump.
- b) Employees who are displaced by this process will, in turn, bump other employees in the same manner as described above.
- c) The last employee to be bumped will have the option of:
 - i) retaining his/her seniority as a casual employee, **OR**
 - ii) being laid off.
- d) If a full-time employee is required to bump a part-time employee, every effort will be made to ensure that the full-time employee bumps a part-time employee who works more than sixty (60) hours a month and who is eligible for benefits.
- e) Employees who displace other employees must have the ability to perform the job functions satisfactorily after a ten (10) day familiarization period, and have greater seniority than the employee being displaced.

13.2 **Notice.** Full-time regular employees shall be given one (1) pay period's notice of layoff or one (1) pay period's salary in lieu of notice.

13.3 Recall Rights.

- a) **Duration of Recall Rights.** A regular employee 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 if total service is less than two (2) years, and for a period of twelve (12) months if total services is two (2) years or more.
- b) **Rights on Return to Work.** An employee on the recall list shall have the right to return to a vacancy in his/her former position or to a position for which he/she is able to do the job,

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 able to do the job.

- c) **Notification of Recall.** 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 seven (7) calendar days of receiving it.

ARTICLE 14 - SENIORITY

- 14.1 **Definition.** Seniority for all purposes is the total length of service at any Kootenay Savings location.

When an employee resigns his/her position and is subsequently rehired by the Employer into the bargaining unit within two (2) years of his/her resignation, it shall be agreed that following the completion of his/her probation period as outlined in Articles 5.1(a) & (b), he/she shall be credited with his/her past service, adjusted for the time he/she was not working.

- 14.2 **Assignments Outside of Bargaining Unit.** Where an employee accepts an assignment out of the bargaining unit, he/she shall be cautioned that after a period of three (3) months, the assignment shall be considered a permanent transfer for the purposes of this Agreement and he/she may not be entitled to return to his/her former position. In extenuating circumstances, an extension shall be granted, subject to mutual agreement by the Employer and the Union.

- 14.3 **Seniority Rights During Layoff.**

- a) **Full-time Employees.** A full-time regular employee laid off and placed on the recall list under Article 13.3 will retain and continue to accumulate seniority during the period of layoff.
- b) **Part-time / Casual Employees.** A part-time or casual employee laid off and placed on the recall list under Article 13.3 will retain seniority during the period of layoff.

- 14.4 **Seniority Rights During Leaves of Absence.** An employee on approved leave of absence for the following reasons will continue to accrue seniority:

- a) Union Business..... Article 9.1
- b) Pregnancy Leave Article 9.4
- c) Parental Leave..... Article 9.5
- d) Special Leave..... Article 9.6
- e) Weekly Indemnity/Long-term Disability Article 10.1(b)
- f) Sick Leave..... Article 10.2

- 14.5 **Loss of Seniority Rights.** An employee shall lose seniority and the contractual rights to employment where:

- a) he/she is discharged and not reinstated in accordance with the terms of this Agreement;

- b) he/she is laid off, not recalled in the recall period as defined in Article 13;
- c) he/she accepts severance pay in accordance with this Agreement;
- d) he/she resigns;
- e) he/she exceeds approved leave without permission, unless it is through no fault of his/her own.

14.6 **Seniority Rights - Part-time / Casual Employees.** Seniority for employees in these categories shall be as follows:

- a) **Separate List.** Part-time and casual employees shall be on a separate seniority list from full-time regular employees defined in Article 5.2 of this Agreement.
- b) **Accrual Procedure.** Seniority shall accrue on the basis of five (5) days for every thirty-six (36) hours worked.
- c) **No Displacing Full-time Employees.** Should a reduction in staff become necessary, part-time and casual employees will not be allowed to exercise their seniority to displace a full-time regular employee.
- d) **Part-time or Casual to Full-time Status.** Part-time and casual employees who become full-time regular employees shall be placed on the seniority list in accordance with their seniority which shall accrue on the basis of five (5) days for every thirty-six (36) hours worked.
- e) **Full-time Status to Part-time or Casual Status.** Any full-time regular employee who moves to part-time will retain his/her accrued seniority for the following purposes:
 - i) a part-time seniority list;
 - ii) in the event he/she returns to a full-time position as a result of a job posting.

14.7 **Provision of Seniority Lists.** 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

15.1 **Bulletin Board.** A bulletin board will be made available to the Union on the Employer's premises for the purpose of posting notices relating to general union activities.

15.2 **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.

- 15.3 **Disciplinary Action.** Should it become necessary 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.
- 15.4 **Picket Lines.** It shall not be a violation of this Agreement for any employee to refuse to cross a legal picket line.
- 15.5 **Training.**
- a) **Orientation to New Equipment & Systems.** When new equipment or systems are introduced, the Employer shall arrange any orientation training considered necessary.
 - b) **External Education.**
 - i) **Reimbursement Amounts.** Fees for courses deemed by Management to be directly job-related will be paid in total. Fees for courses outlined in Appendix "C" - Education Grid will be paid as noted.
 - ii) **Approval.** Prior approval must be obtained before fees are paid in order to qualify under this provision.
 - iii) **Pre-payment.** Upon written request, which includes cost and course time frame, the Employer will pay full or partial tuition fees according to the Educational Grid, prior to the employee commencing the course. If proof of successful completion is not submitted within thirty (30) days of course completion, or if the employee leaves Kootenay Savings within ninety (90) days of course completion, the funds will be reimbursed to the Employer.
 - c) **New Employee Orientation.** The parties recognize the importance of orientating new employees so that they can properly carry out their duties. Accordingly, the Credit Union agrees to provide an orientation program for all new employees.
- 15.6 **Cross-training.** The parties recognize the importance of cross-training to ensure that senior employees are properly trained for promotions and relief. Cross training is based on organizational needs and employee needs.
- a) **Cross-training Schedules.** Cross-training schedules for each location will be posted at the same time as the annual vacation schedules.
 - b) **Selection & Eligibility of Cross-training Candidates.** The manager is responsible for choosing candidates to be cross-trained. Selection for cross training will be based on seniority amongst permanent branch employees. Full-time employees must be cross-trained first. In order to receive cross-training, the employee must have completed the probationary period and must possess the skills (ability) to perform his/her existing job. Minimum skill levels will be set for each job.
 - c) **Duration of Cross training.** Cross training will be a minimum of two (2) consecutive weeks. This time should not be interrupted or shortened unless extenuating circumstances exist or if mutually agreed upon by both parties. Cross training is done laterally or upward; however, in situations where it is necessary that the employee learn basic information related to lower-

paying positions, provisions will be made to ensure such knowledge is gained during the cross-training with no loss in pay.

- d) **Cross-training Assessment.** Each position will have a cross-training checklist, and an assessment will be conducted upon completion of the cross training. If further cross training is required, it is the branch's responsibility to increase the time period.
- e) **Cross-training Premium.**
 - i) **Premium Rate.** For those employees specifically assigned to train or cross-train other employees for periods of four (4) or more hours, a premium of \$.50 per hour for all such hours shall be paid.
 - ii) **Employer Rights.** The Employer is not precluded from assigning such training to excluded personnel, nor precluded from creating a Training Manager position to perform cross-training.

15.7 **Safety & Health.**

- a) **Conditions.** The Employer shall provide adequate conditions including proper lighting, heating, ventilation, washroom and lunchroom facilities in each branch. No employee shall be expected to work with unsafe equipment or under unsafe conditions. An employee who has reasonable cause to believe that unsafe conditions exist shall report same immediately. The Safety & Health Committee will investigate the complaint and take appropriate action.
- b) **Safety & Health Committee.** The Union and the Employer agree to establish a joint Safety & Health Committee in accordance with the Workers' Compensation Act of BC.

15.8 **Staff Meetings & Training Schedules.** All staff meetings and training schedules are to be held during the regularly scheduled hours of work. In the event it is not possible to hold these during regularly scheduled hours of work, the employees will be given at least forty-eight (48) hours' notice of such meetings or training schedules. It is recognized that in some cases, there may be extenuating circumstances and employees may not be able to attend at that time.

15.9 **Active Credit Union Membership.** The Union agrees to encourage other union members, its affiliates and other organizations to become active members of Kootenay Savings Credit Union.

15.10 **No Loss of Benefits / Excluded Benefits.** The Employer agrees that as a result of the signing of this Agreement, no employee will lose any benefits that he/she has accrued in the past. However, the parties recognize that the following benefits do not apply:

- a) Reduced Interest Loan
- b) Personal Line of Credit
- c) Money Orders
- d) Travellers Cheques
- e) Chequing, Maximizer, MasterPlan Accounts
- f) Personal Cheques
- g) Utility Bills

15.11 **Entitlement Tracking.** All employee entitlements set out in this agreement shall be tracked in hours.

ARTICLE 16 - DISCHARGE, TERMINATION & SUSPENSION

16.1 **Employer Rights.** It is hereby agreed that the Employer has the right to discharge and discipline an employee for just cause.

16.2 **Employee Rights.** 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, reinstated 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.

16.3 **Employee Notice of Termination.** Employees are expected to provide the Employer with two weeks' notice of intention to terminate in order to provide adequate time to obtain a replacement.

ARTICLE 17 - TECHNOLOGICAL CHANGE & SEVERANCE PAY

17.1 **Technological Change.**

- a) **Notice to Union.** The Employer will provide the Union with as much notice as possible, up to three (3) months, of its intention to introduce automation or new equipment which might result in the reduction of personnel and/or changes in job duties sufficient to change job grouping.
- b) **Employee Rights when Positions Become Redundant.** Wherever practical, when an employee's position becomes redundant due to automation or new equipment, the employee shall be eligible for retraining to qualify for the operation of such new equipment or to qualify for new positions as a result of the automation or new equipment. Such re-training shall be provided by the Employer without cost and without loss of pay to the affected employee. In the event the employee cannot adapt to the automation or new equipment, then he/she can exercise his/her seniority under the terms of the bumping procedure as set out in Article 13.1.

17.2 **Severance Pay.**

- a) **Pay & Notice.** Severance pay as provided for in Article 17.2(b), as a result of displacement because of a technological change, shall be payable upon termination in addition to two (2) weeks' notice or pay in lieu of such notice.
- b) **Maximum Entitlements.** Notice or pay in lieu of notice shall be given to employees 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 notice or pay in lieu of notice shall be one (1) week at the employee's current regular salary for each year of service to a maximum of eight (8) weeks.

- c) **Entitlements for Employees on Layoff.** An employee who chooses to be laid off and not be given notice as above and be 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.
- d) **Severance Pay in Case of Future Mergers & Acquisitions.** Severance pay will be paid to full-time and part-time employees laid off as a result of future mergers and/or acquisitions. For full-time employees, the amount of notice, or pay in lieu of notice, shall be one (1) week at the employee's current regular salary for each year of service to a maximum of thirteen (13) weeks. For part-time employees, the pay in lieu of notice shall be on a pro-rated basis.

ARTICLE 18 - GRIEVANCE PROCEDURES

- 18.1 **Definition.** "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(s) bound by the Collective Agreement or between the Employer and the Union, and shall be resolved in the following manner:
- 18.2 **Settlement Process.** Grievances or complaints shall be settled in the following manner:
- a) **Grievance.** 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) **Dispute.** 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 2.
 - c) **Steps to Resolution.**
 - i) Grievances may be filed within ten (10) working days of:
 - a) the incident giving rise to the grievance, or
 - b) the employee becoming aware of the incident giving rise to the grievance, or
 - c) when the employee ought to have reasonably known of the circumstances giving rise to the grievance.
 - ii) **Step 1.** If the grievance is not resolved with the Office Steward and Supervisor, a meeting will be held within ten (10) working days with the Manager, Steward, Grievance Chairperson and if necessary the employee and the Union Representative.
 - iii) **Step 2.** If the matter is not resolved at Step 1, the Union Representative, Grievance Chairperson and employee (if necessary) will schedule a meeting with the Employer Representative within fourteen (14) working days of the meeting at Step 1. Prior to the meeting, pertinent information is gathered and commitment is made to attempt to resolve the matter at the joint meeting. If required, a second meeting is arranged as soon as possible to reach a resolution.
 - iv) **Step 3.** If the matter is not resolved at Step 2, the grieving party will have twenty-one (21) working days to refer the dispute to arbitration.
- 18.3 **Policy Grievance.** 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 ten (10) 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.

18.4 **Abandonment.** Except as provided in Article 18.5 following, a grievance not advanced to the next step under Article 18.2, within the time limits specified shall be considered abandoned and all further recourse to the grievance procedure forfeited.

18.5 **Extension of Time Limits.** The time limits set forth in this Article may be extended by mutual agreement between the Union and the Employer.

ARTICLE 19 - ARBITRATION

19.1 **Mediation Process.** Where a difference arises between the parties relating to dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of this Agreement, Don Munroe, Colin Taylor, Bryan Williams QC, or Vince Ready shall, at the request of either party:

- a) investigate the difference,
- b) define the issue in the difference, a
- c) make written recommendations which will be final and binding on the parties to resolve the difference,

within ten (10) working days of the date of receipt of the request and, for those ten (10) working days from that date, time does not run in respect of the grievance procedure.

ARTICLE 20 - DURATION

20.1 This agreement shall be for the period from and including November 16 2003 to and including December 31 2006 and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding December 31 2006 or any subsequent anniversary date thereafter to:

- a) terminate this Agreement, in writing, effective December 31 2006 or any subsequent anniversary thereto;
- b) require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

Should either party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

- a) the Union gives notice of strike in compliance with the law;
- b) the Employer gives notice of lockout in compliance with the law.

The operation of Section 50 of the **BC Labour Relations Code** is hereby excluded.

SIGNED ON BEHALF OF
KOOTENAY SAVINGS CREDIT UNION
THIS ____ DAY OF _____ 2004

Brent Tremblay

Bill Hartley

Leanne Proulx

Ron Johnston

Brian Moroney

SIGNED ON BEHALF OF UNITED
STEELWORKERS, LOCALS 9705 & 935
THIS ____ DAY OF _____ 2004

Steve Dewell

Rick Georgetti

Lisa Shepherd

Rosemary Gaudry

Lori Vancoughnett

Brenda Bortolussi

Faye Peters

Lynn Bussey

Ford Harrison