

**COLLECTIVE AGREEMENT**

**between the**

**LAKE VIEW CREDIT UNION**

**and the**

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

**Effective from July 1, 2002 to June 30, 2005**

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## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain a harmonious relationship between the Employer, its employees and the Union, 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 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 Credit Union 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.

### 1.2 Discrimination and Harassment

- (a) Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate on the grounds of race, colour, age, creed, sexual orientation, family status, religion, marital status, or national origin.
- (b) The Parties recognize the benefit to be derived from a work environment where the conduct and/or language of all employees meets the acceptable social standard of the workplace. The Parties agree to maintain such an environment.
- (c) The personal rights of employees shall be respected by both Parties and in recognition thereof the Parties agree that all included and excluded employees have the right to work in an environment free from harassment. Allegations of harassment shall in the first instance be dealt discreetly and confidentially by the Labour/Management Committee. Should the effort of the Labour/Management Committee fail to provide a resolution, either Party shall then be free to proceed under the appropriate legislation and/or utilize the grievance procedure.

### 1.3 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision 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. Any new provision so negotiated shall not be intended to circumvent the intention of the legislation.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Unit Defined

- (a) This Agreement shall apply solely to employees in the bargaining unit at the Dawson Creek Branch for which the Union is certified.
- (b) The Bargaining Unit shall comprise all employees included in the Certification dated July 27, 1993, as defined in the Agreement except those employees in positions mutually agreed to between the Parties as managerial and/or confidential exclusions. The guidelines to be considered in negotiating exclusions shall be:
  - (1) Employed for the primary purpose of exercising management functions.
  - (2) Employed in a confidential capacity in matters relating to labour relations.

All new positions established by the Employer shall automatically be included in the Bargaining Unit unless specifically excluded by mutual agreement. Exclusions to the Bargaining Unit shall be listed in Appendix "B" of this Agreement.

## 2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees for whom the certification applies.

## 2.3 Correspondence

Correspondence or any notice required to be given by one Party to the other shall be mailed or delivered by hand as follows:

- (a) In the event of correspondence to the Employer:

General Manager  
Lake View Credit Union  
800 - 102 Avenue  
Dawson Creek, B.C. V1G 2B2

- (b) In the event of correspondence to the Union:

- (1) B.C. Government and Service Employees' Union,  
B.C. Government and Service Employees' Union  
10251 100th Street  
Fort St. John, B.C. V1J 3Y8
- (2) A copy will be forwarded to the office steward.

## 2.4 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.

## 2.5 No Discrimination for Union Activity

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

## 2.6 Recognition and Rights of Stewards

- (a) Union stewards selected by the Union, shall be recognized by the Employer as follows:

Two (2) office stewards  
One (1) alternate office steward

- (b) 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 undertaking discussions or leaving their immediate work area. Such permission will not be unreasonably withheld. Only one (1) steward will act at any one time. On resuming his/her normal duties, the steward shall notify his/her supervisor. It will not be the intention of the Union to conduct stewards meetings during normal working hours.

## **2.7 Bulletin Boards**

A bulletin board will be supplied at the Dawson Creek location out of view of the public. The Union will be allowed to post notices approved by the steward on these bulletin boards provided they are not of a derogatory nature.

## **2.8 Strikes/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 (i.e. walkout, suspension of work, or slow-down or other actions as defined in the Labour Relations Code) on the part of any employee or group of employees during the life of this Agreement.

## **2.9 Picket Lines**

It shall not be a violation of this Agreement or cause for disciplinary action or discharge of any employee, in the performance of his/her duties, to refuse to cross a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such picket lines. Notwithstanding the above, employees acknowledge their responsibility to secure cash and negotiables.

## **2.10 Time Off for Union Business**

(a) As operational requirements permit, leave of absence without pay and without loss of seniority shall 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 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 the Labour Relations Board;
- (5) to two (2) employees who are elected to the Union Bargaining Committee while they are at formal meetings to carry on contract negotiations with the Employer.

(b) To facilitate the administration of this Clause 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 (at least two (2) weeks except in emergencies) prior to the commencement of leave under this Clause. It is understood that employees granted leave of absence pursuant to this Clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absences shall not be unreasonably withheld. No overtime bonuses will be paid.

## **ARTICLE 3 - CHECK-OFF OF UNION DUES**

### **3.1 Union Membership**

(a) All employees in the Bargaining Unit who on July 1, 1996, were members of the Union, shall, as a condition of continued employment, maintain such membership.

- (b) All employees hired on or after July 1, 1996, shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of thirty (30) calendar days as an employee.
- (c) Nothing in the Agreement shall be construed as requiring a person who was an employee prior to July 1, 1996, to become a member of the Union.
- (d) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the Bargaining Unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union. Each employee shall sign a Dues Authorization Check Off form.
- (e) The Employer shall deduct from any employee any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (f) Deductions shall be made biweekly, as applicable, and remitted to the Union no later than the fifteenth (15<sup>th</sup>) day of the subsequent month.
- (g) The Employer shall provide to each employee, without charge, an accounting of deductions made under this Article, suitable for use as a receipt for income tax purposes.

**3.2 Employer and Union to Acquaint New Employees**

The Employer shall acquaint all new employees of the fact that a Collective Agreement is in effect and with the conditions of employment set out in Article 3.1 dealing with Union Security and Dues Check Off. A new employee shall be introduced to a steward who will provide the employee with a copy of the Collective Agreement. The introduction shall take place within two (2) days of employment.

**ARTICLE 4 - MANAGEMENT RIGHTS**

**4.1 Management Rights**

- (a) 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.
- (b) 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.

**4.2 Statutory Powers**

Nothing herein contained shall limit the statutory powers and duties of the Directors of the Employer under the Financial Institutions Act, Credit Union Incorporation Act and the Company Act.

**4.3 Direction of Staff**

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

## ARTICLE 5 - DEFINITION OF EMPLOYEES

### 5.1 Probationary Employee

All employees shall be considered probationary for the first thirty (30) working days or two (2) calendar months of employment, whichever is first. Casual employees shall be considered probationary for their first thirty (30) days worked. This period may be extended by mutual agreement between the Employer and the Union.

### 5.2 Full-time Regular

All employees hired to work on a regular full-time basis.

### 5.3 Part-time Regular

All employees hired to work one (1) day or more per week on a regularly scheduled basis, but who work less than full time hours per week.

### 5.4 Casual

All employees hired to work other than regular full-time or regular part-time, to provide relief for vacations, all leaves of absence, extra short term emergency help and peak periods of business.

## ARTICLE 6 - LABOUR/MANAGEMENT COMMITTEE

### 6.1 Establishment of Committee

(a) The Parties agree to the establishment of a standing committee called the Labour/Management Committee, the purpose of which is to encourage communication at regular intervals, solve problems, or potential problems before they become a grievance, and to discuss any subjects of mutual interest arising out of this Collective Agreement.

(b) The Committee shall consist of two (2) representatives from the bargaining unit appointed by the Union plus the Staff Representative, and two (2) representatives appointed by the Employer. Each Party to this Agreement shall keep the other Party informed of its representatives.

### 6.2 Meetings of Committee

The Labour/Management committee shall meet as required. Each Party shall present an agenda of items to be discussed to the other Party not less than five (5) days prior to each meeting. Such meetings will normally be scheduled during regular working hours prior to or after hours open to the public. Time spent by this committee beyond the regular working hours shall not be reimbursed by the Employer. (Note: Letter of Understanding re the Labour/Management committee).

### 6.3 Chairperson of Committee

Chairpersons for Labour/Management Committee meetings will be designated on a rotating basis; that is, a Union committee person will chair the first meeting and an Employer committee person will chair the second meeting and so on. It will be the chairperson's responsibility to prepare the minutes of the meeting, which will be signed by each Party prior to posting. Matters of a confidential nature shall not be posted.

### 6.4 Jurisdiction of Committee

Both Parties have the right to refer any matter or proposal discussed at the Labour/Management committee meeting to their respective principals for further direction, advice or ratification.

## ARTICLE 7 - GRIEVANCE PROCEDURE

### 7.1 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, 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.

### 7.2 Step 1

The employee involved shall first take up the grievance with the supervisor directly in charge of the work within fifteen (15) working days of the circumstances giving rise to the grievance. The employee may be accompanied by an office steward.

### 7.3 Step 2

If the grievance is not resolved at Step 1, the matter shall be reduced to writing by the grievor and/or the Union and submitted to the management persons designated by the Employer within twenty (20) working days following the decision rendered at Step 1. The grievor, along with the office steward, shall meet with the designated management persons to attempt to settle the matter.

### 7.4 Step 3

- (a) If the grievance is not resolved at Step 2, it shall be referred to the representatives of the Union and senior representatives of the Employer within twenty (20) working days of the decision rendered at Step 2. Failing settlement within twenty (20) working days of receipt of the grievance at this step, either Party may refer the matter to arbitration as provided in Article 8.
- (b) In the event a grievance is initiated by the Employer or the Union, the initiating Party shall notify the other Party, in writing, of the nature of the grievance and such notice shall be given within twenty (20) working days of the circumstances giving rise to the grievance unless the Parties agree to an extension of time. Failing settlement within twenty (20) working days of receipt of notice, either Party may refer the grievance to arbitration as set forth in Article 8.

### 7.5 Dismissal or Suspension Grievances

In the case of a grievance arising from an employee's dismissal or suspension, the grievance may commence at Step 3 of the grievance procedure within fifteen (15) working days of the date on which the suspension occurred, or within fifteen (15) working days of the employee receiving notice of dismissal or suspension. The Parties agree that all dismissal grievances, that are to proceed to arbitration, will be dealt with expeditiously.

### 7.6 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been filed in writing at Step 2, the Employer's representatives will not enter into discussion or negotiation 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.

### **7.7 Abandonment**

Except as provided in Section 7.9 following, a grievance not initiated or advanced to the next step in this Article or Article 8, within the time limits specified shall be considered abandoned, and all further recourse to the grievance procedure forfeited. Where the Union withdraws from a grievance solely on the basis of time limits, such abandonment shall be without prejudice.

### **7.8 Technical Objections to Grievances**

Except as provided in Article 7.7, it is the intent 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 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 the equitable principles and the justice of the case.

### **7.9 Extension of Time Limits**

The time limits set forth in this Article or Article 8 may be extended by mutual agreement between the Union and the Employer.

## **ARTICLE 8 - ARBITRATION**

### **8.1 Notification to Arbitrate**

- (a) When any difference arises between the Parties as to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable or not, the matter may be referred by either Party to arbitration within a period of twenty (20) working days of the decision being rendered under Article 7.4.
- (b) The Parties to this Agreement hereby agree to use the services of a single arbitrator as a means of settling grievances and disputes.

### **8.2 Arbitration Procedure**

The Party desiring arbitration under this article will notify the other Party, in writing, in accordance with the provisions of Section 7.4 of Article 7. The notice shall set out the questions in the opinion of the Party seeking arbitration, to be arbitrated.

### **8.3 Appointment of an Arbitrator**

The arbitrators agreed to in Appendix "C" shall serve on a rotating basis. If none of these arbitrators are available to act within a reasonable period the Parties shall select another arbitrator to hear the grievance, and failing agreement between the Parties, either Party may request that the Minister of Labour appoint an arbitrator to hear the grievance.

### **8.4 Arbitration Hearings**

Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated if necessary, and make his award, in writing, to each of the Parties and the award shall be final and binding on the Parties. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

### **8.5 Arbitration Costs**

Each Party shall pay their own costs and expenses of the arbitration and one-half (½) the remuneration and expenses of the Arbitrator.

## 8.6 Alternate Procedures

If a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, \_\_\_\_\_ or a substitute agreed to by the Parties, shall at the request of either Party;

- (a) investigate the difference,
- (b) define the issue in the difference, and
- (c) make written recommendations to resolve the difference

within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the Grievance procedure.

## ARTICLE 9 - DISCIPLINE, DISCHARGE AND SUSPENSION

### 9.1 Notice

- (a) It is hereby agreed that the Employer has the right to discharge or suspend an employee for just and reasonable cause. Notice of suspension and/or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal. A copy of the written notice of dismissal or suspension shall be forwarded to the local Union office within five (5) calendar days of the action being taken.
- (b) The discharge of a probationary employee shall be based on suitability of employment with the Employer.

### 9.2 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include written censures and letters of reprimand. 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. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware. Upon the employee's request written censures and letters of reprimand shall be removed from the employee's file after the expiration of twelve (12) months from the date it was issued, provided there has not been a further infraction of a similar type.
- (b) Disciplinary action which arose as a result of a matter which is in violation of the financial Institutions Act and/or the Regulations thereto, including any policies established by the Board of Directors of the Credit Union, as required under the stated legislation, shall be removed after the expiration of twenty-four (24) months or earlier if the Credit Union has been examined by examiners from the Financial Institutions Commission.

### 9.3 Right to Have a Steward Present

- (a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which shall be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. The notification and the interview shall take place within a private area. This Clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (b) A steward shall have the right to consult with a Staff Representative of the Union and to have a Local Union Representative present at any discussion with supervisory personnel which shall be the

basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

#### **9.4 Personnel File**

An employee, or the President of the Union or his/her designate with the written authority of the employee, shall be entitled to review the employee's personnel file in the presence of a supervisor.

### **ARTICLE 10 - SENIORITY**

#### **10.1 Seniority Defined**

Employees shall be credited with Bargaining Unit seniority on the following basis:

- (a) Seniority for regular full-time employees shall mean length of continuous time performing Bargaining Unit work.
- (b) Seniority for regular part-time employees shall mean length of continuous time performing Bargaining Unit work.
- (c) Seniority for casual employees shall be accumulated on an hourly basis and will be utilized in the casual employee seniority block. If a casual employee becomes a regular employee, their total seniority hours shall be divided by eight (8) to determine the equivalent number of prorated seniority days to be applied to his/her regular status seniority date.
  - if remainder .5 or better round up
  - if remainder less than .5 round down.

#### **10.2 Maintenance of Seniority**

- (a) An employee on any authorized leave under the Collective Agreement, including annual vacation, will maintain his/her seniority date.
- (b) An employee laid off and placed on the recall list under Article 12, will retain his/her seniority during the period of layoff.
- (c) An employee accepting an assignment within the Credit Union in a position outside the bargaining unit shall retain his/her seniority date for the period of the probation in the excluded position, or three (3) calendar months, whichever comes first. An employee may return to a position in the bargaining unit commensurate with their seniority and qualification providing that it is done within the time limits as outlined in this Article.

#### **10.3 Care & Nurturing/Elder Care Leave**

The Employer shall grant, upon request, a leave of absence, without pay, for a period not to exceed three (3) years for the purpose of raising/caring for a child or providing elder care. Seniority shall be retained but not accrued. The following conditions shall apply.

- (a) The employee shall be required to serve a thirty (30) calendar day trial period upon returning to work.
- (b) The employee shall confirm their intention of returning to work at least six (6) months or such shorter time as the Parties mutually agree, prior to the expiration of the leave.
- (c) The employee shall be allowed to continue their benefits during such leave, the full cost to be borne by the employee, subject to the Employer's arrangement with the carrier. Wage loss protection shall not be available.

(d) During the leave he employee must not have been engaged in remunerative employment for more than three (3) months.

(e) An employee who utilizes this provision shall be guaranteed a position upon completion of their leave, not necessarily the position they held when the leave commenced. In the event of a vacancy occurring co-incidental with the expiration of the leave, the employee may apply on the vacancy pursuant to Article 11.

#### **10.4 Loss of Seniority**

Seniority and all rights under this Agreement will be lost when an employee:

- (a) received 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 in excess of their contractual right as established in Article 12.3;
- (e) is assigned into an excluded position with the Employer and successfully completes his/her probationary period;
- (f) fails to return from an approved leave of absence without reasonable cause;
- (g) refuses a recall to a position for which he/she is qualified.

#### **10.5 Status Change**

When an employee's status changes he/she shall retain his/her seniority.

#### **10.6 Alternate Work**

- (a) Regular employees who have been successfully cross trained will, in seniority order, have the right to claim and/or refuse available alternate work provided that where such employee(s) refuse a junior successfully cross trained employee is available and can be assigned the alternate work.
- (b) If the Employer chooses to utilize casual employees to cover short term peak periods, leave of absences less than twenty (20) days, coverage for illness less than twenty (20) days, and vacation coverage, the Employer must offer the work to casual employees in descending order of seniority.
- (c) If the Employer has a vacancy which is expected to be for a duration between twenty-one (21) days and ninety (90) days, it shall be first offered to regular employees, taking into account the disruption of regular schedules, and then to casual employees in descending order of seniority.
- (d) If the Union can demonstrate that a pattern exists that the utilization of casual employees for additional and relief work can be accomplished by creating a regular vacancy(s), the Employer shall post such a vacancy(s).

#### **10.7 Seniority Lists**

A current seniority list shall be posted by the Employer by December 31st of each calendar year with a copy forwarded to the Union's Area office.

#### **10.8 Determination of Senior Employee**

Where two (2) or more employees have the same seniority date, their relative seniority shall be determined by chance.

### **10.9 Seniority Upon Transferring into the Bargaining Unit**

Any person employed by the Employer who is promoted or transferred as per Article 11 to a position covered by this Agreement shall be credited for seniority purposes with his/her full seniority entitlement as established under Article 10.1.

## **ARTICLE 11 - JOB POSTINGS**

### **11.1 Job Postings**

(a) Notice of all job vacancies, new positions and cross training within the bargaining unit shall be posted on a bulletin board on the Employer's premises for at least five (5) working days, for cross training it shall be posted for three (3) days. The notice shall indicate job, title, salary and a brief outline of the duties involved.

(b) All applications for the posted positions must be filed in writing with the Employer, by the end of the closing day after posting. A copy of all job postings, within the bargaining unit, shall be sent or transmitted by facsimile to the local BCGEU Area Office.

### **11.2 Job Applications**

(a) All applications for the posted positions must be filed in writing with the Employer, by the end of the closing day after posting.

(b) In order that all employees have an equal opportunity to apply on vacant or new Bargaining Unit positions, employees shall be allowed to submit a "Letter of Preference" indicating which position they wish to apply on. Letters of Preference shall remain valid for six (6) months. Employees absent on leave as provided for in Article 10.3 "Care and Nurturing/Elder Care Leave" shall not be entitled to this provision.

### **11.3 Appointments**

(a) When a vacancy, or a new position, is required to be filled it shall be awarded to the senior qualified regular employee who applies.

(b) In the event no regular employee applies, it shall be awarded to the senior qualified casual employee who applies.

(c) Upon request the Employer shall provide the office steward(s) with notification of job posting awards and the names of the applicants.

(d) Where a grievance arises in relation to a job posting award, it shall proceed pursuant to the provisions of Article 7.

### **11.4 Filling of Vacancies**

It shall be the intent of the Employer to fill bargaining unit job vacancies from within the bargaining unit, providing the employees who apply have the required qualifications. Nothing herein prevents the Employer to advertise outside the worksite during the posting process, in case there are no internal applicants.

### **11.5 Voluntary Demotions**

Voluntary demotions may be granted without posting for compassionate or medical grounds to employees who have completed their probationary period. In such cases the Labour/Management committee established in Article 6 shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

### **11.6 Trial Period**

All employees who are awarded a position shall be placed on a trial period for sixty (60) days actually worked. Where it can be demonstrated that he/she has failed to meet the requirements of the new position such an employee shall be returned to his/her former position or one of equal rank. Salary shall be at the job group rate paid prior.

### **11.7 Reimbursement for Courses**

- (a) All courses requested to be taken by the Employer shall be one hundred percent (100%) paid for by the Employer, this includes all associated costs (e.g. tuition, books, membership fees, etc.).
- (b) Employees who take courses approved by the Employer shall be reimbursed course costs upon successful completion of the course.
- (c) If an employee is required to attend a course or courses on a regular day off the employee will be offered another day off as mutually agreed upon. Employees who travel to a course outside of regular working hours shall do so on their own time.

### **11.8 Employee Training**

Both Parties recognize the need to provide employees with opportunities to improve their qualifications in order to prepare for promotional advancement, upgrade their skills required as a result of technological change, new methods or procedures, and to qualify for new positions being planned. To meet these needs the Employer shall endeavour to:

- (a) establish an upgrading and/or training program when new equipment or systems are introduced;
- (b) ensure there is at least one (1) bargaining unit member cross trained and qualified to perform all bargaining unit positions in excess of the incumbent(s).
- (c) Trainee - for new hires lacking relevant experience an initial period of job training will be provided during probation prior to the individual being considered certified in a classification.

### **11.9 Selection for Training**

- (a) Training opportunities for other positions of an equal or higher level will be offered on a rotational basis in order of ability and seniority. Where two incumbents have relatively equal abilities seniority shall apply. Cross-training shall be done for relief purposes to ensure each employee has one position in which they are cross-trained prior to another employee being cross-trained in two positions.
- (b) Cross Training for Positions Posted – No One Applied: It is agreed by both Parties that when cross training is not applied for that the cross training will be offered in order of seniority to all employees not cross trained and the last person on the list cannot refuse. Employees on probation do not qualify. Timing to be determined by management.

### **11.10 Notice of Resignation**

Employees are expected to provide the Employer with two (2) weeks' notice of intention to terminate in order to provide adequate time to obtain a replacement.

### **11.11 Orientation Period**

The Employer shall provide a reasonable orientation period for new hires or incumbent employees who are promoted (who have not already received orientation) in a new position. The purpose of the orientation period will be to familiarize employees with the duties associated with their new position. While in orientation employees will not normally be required to perform functions that are outside of the job duties for their position.

**ARTICLE 12 - LAYOFF AND RECALL****12.1 Staff Reduction**

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

**12.2 Notice of Layoff**

Regular employees shall be given two (2) weeks notice of layoff or two (2) weeks pay in lieu of notice.

**12.3 Recall List**

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 twelve (12) months.

**12.4 Recall**

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

**12.5 Notice of Recall**

- (a) Notice of recall to an employee on the recall list shall be sent by registered mail to the employees last known address. An employee on the recall list may be bypassed when the employee fails to respond to the notice within five (5) working days of receiving it. A copy of the recall notice shall be given to the office steward.
- (b) An employee bypassed under the foregoing conditions shall be kept on the recall list for his/her remaining recall period.

**ARTICLE 13 - HOURS OF WORK****13.1 Work Day and Work Week**

- (a) The standard day shift shall be up to eight (8) hours per day between the hours of 8:00 a.m. and 9:00 p.m. five (5) days per week except for Friday which shall be up to nine (9) hours. When Friday is a holiday the longer hours of Friday's shift shall become the standard shift on Thursday. The standard work week for regular full-time employees shall consist of thirty-seven and one-half (37½) hours per week.
- (b) Regular Part-Time and Casual Employees - for purposes of overtime calculations a regular part-time or casual employee's hours shall be based upon a thirty-seven and one-half (37½) hours per week.

**13.2 Work Schedules**

It is agreed that the determination of the starting time of the 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 continuous changes in starting and quitting times of

shifts, the Employer agrees to give at least fifteen (15) days notice of such changes to the Labour/Management Committee.

### 13.3 Meal Period

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

### 13.4 Rest Periods

(a) Two (2) rest periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be provided without loss of pay. Part-time employees will be entitled to the following: two (2) to five (5) hours worked, one fifteen (15) minute rest period. In excess of five (5) hours worked, two (2) fifteen (15) minute rest periods shall be provided.

(b) *Friday Afternoon Rest Period*

Employees shall be entitled to a Friday afternoon rest period of thirty (30) minutes subject to operational needs in accordance with current practice.

## ARTICLE 14 - OVERTIME

### 14.1 Authorization of Overtime

All overtime work must be authorized by the General Manager, Operations Manager or the employee's immediate supervisor prior to the overtime being worked.

### 14.2 Definitions

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

### 14.3 Overtime Compensation

(a) All time worked, in excess of the standard day shift, shall be paid at time and one-half (1½) the employee's straight-time hourly rate for the first two (2) hours and double the straight-time hourly rate thereafter; overtime shall be calculated in tenths (1/10) of an hour.

(b) *Scheduled Day Off*

An employee shall be paid overtime if they are required to work on a scheduled day off, at the rate of double time.

(c) *Holidays*

An employee shall be paid double time if they are required to work on Sundays or General Holidays.

### 14.4 Overtime Meal Allowance

An employee who works overtime beyond a standard shift shall be allowed a suitable, wholesome hot meal paid for by the Employer and one-half (½) hour paid meal period in which to eat the meal at his/her straight-time hourly rate of pay, provided 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.

**14.5 Right to Refuse 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.

**14.6 Callout Provisions**

An employee called back to work after having completed a regular day's work, or from a regular day off, or from vacation, providing the hours are not adjacent to the regular shift shall be paid at the applicable overtime premium specified in this Article for a minimum of three (3) hours or for actual time worked, whichever is greater. Travel time to and from the employee's residence will be considered as time worked.

**14.7 Pyramiding**

There shall be no pyramiding or compounding of premiums or benefits.

**14.8 Payment of Overtime**

Overtime pay shall be paid out by the end of the month following the month in which the overtime was worked.

**14.9 Overtime for Part-time Employees**

Part-time regular and casual employees shall be paid overtime for hours in excess of eight (8) hours per day and thirty-seven and one-half (37½) hours per week.

**ARTICLE 15 - PAID HOLIDAYS****15.1 Paid Holidays**

- (a) The Employer agrees to provide all regular employees the following holidays, without loss of pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day
Floater	

In the event any other day, that may be stated a legal holiday by the federal, provincial and/or civic governments, it shall replace the Floater. An employee shall request in writing at least fourteen (14) days prior to the day off requested and confirmation shall be returned within three (3) days of the request. If an employee elects to attach the floater to their vacation, the fourteen (14) days notice is not required.

- (b) Employees who are members of non-Christian religions are entitled to up to two (2) days leave without pay per calendar year, to observe spiritual or holy days. Such leave shall not be unreasonably withheld. A minimum of two (2) weeks notice is required for leave under this provision. Employees granted leave under this provision may utilize unused vacation days.

**15.2 Holidays Falling on a Day of Rest**

Should one of the holidays fall on an employee's normal day(s) off or during an employee's vacation, the employee shall receive an additional day(s) off, with pay, to be taken adjacent to the vacation or day off

or at a time mutually agreed between the employee and the Employer, but in any event within the calendar year. Scheduling shall be in accordance with Article 16.6.

### **15.3 Qualifying**

To qualify for the compensation under Article 15.1 an employee must

- (a) have completed thirty (30) calendar days service with the Employer; and
- (b) have worked at least fifteen (15) of the preceding thirty (30) calendar days.

Regular part-time employees shall have holidays prorated in accordance with their hours relative to a full work week.

### **15.4 Casuals**

Casual employees do not receive holidays unless qualifying under the Employment Standards Act.

## **ARTICLE 16 - ANNUAL VACATION**

### **16.1 Definition of Terms**

For the purpose of this Article, the calendar year shall mean the twelve (12) month period from January 1<sup>st</sup> to December 31<sup>st</sup> inclusive.

### **16.2 Annual Vacation Entitlement – Effective January 1, 2002**

All regular employees shall be entitled to an annual vacation as set out below:

- (a) During the first (1<sup>st</sup>) year of employment - one (1) working day for each full calendar month of employment to a maximum of ten (10) working days during the calendar year.
- (b) During the second (2<sup>nd</sup>), third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) calendar years of service - fifteen (15) working days.
- (c) During the fifth to twelfth (5<sup>th</sup>-12<sup>th</sup>) calendar years of service -twenty (20) working days.
- (d) During the thirteenth to twenty-fifth (13<sup>th</sup>-25<sup>th</sup>) calendar years of service - twenty-five (25) working days.
- (e) During the twenty-sixth (26<sup>th</sup>) calendar year of service and thereafter - thirty (30) working days.

### **16.3 Prorating of Vacation Pay**

Vacation pay is prorated on the basis of two (2) percent equaling one (1) week's pay. Employees who begin work between the first and the fifteenth of the month and complete the month shall be considered to have worked the month. Employees who begin work after the fifteenth of the month will not be considered for vacation pay for that month. If an employee terminates employment during a vacation year or works only part of a vacation year he/she will have vacation pay prorated on a percentage basis. If vacation taken already exceeds the amount payable, the difference will be deducted from the final paycheque.

### **16.4 Regular Part-time and Casual Employee Vacation Entitlement**

- (a) Regular part-time employees shall be entitled to the same vacation time off as full time employees.
- (b) Casual employees shall be compensated pursuant to the Employment Standards Act.

### **16.5 Vacation Scheduling**

(a) The Employer will post a vacation schedule during the month of January. Employees' completed forms for vacation selection are to be completed by February 28<sup>th</sup>. Vacations selected subsequent to February 28<sup>th</sup> are not subject to seniority rights.

(b) Preference in the selection and allocation of vacation time shall be determined on the basis of seniority. An employee shall be entitled to receive his/her vacation in an unbroken period. If an employee decides to break his/her entitlement into more than one continuous group of work days, he/she will be entitled to use his/her seniority rights for only one such group of days until all other employees have utilized their seniority on one of their choices, thereafter the procedure repeats itself.

### **16.6 Vacation Pay In Advance**

An advance pay for vacation time may be arranged provided the request is made in writing at least two (2) weeks in advance of the start date of vacation.

### **16.7 Long Service Vacation Leave**

After each ten (10) years of employment, each regular employee shall be given an extra ten (10) working day vacation honorarium. This leave shall be taken at a time as mutually agreed. In special situations, arrangements may be made to have the vacation honorarium carried over to a subsequent year.

## **ARTICLE 17 - ILLNESS AND INJURY LEAVE**

### **17.1 Salary Continuation**

(a) All regular full-time employees shall be granted sick leave with pay for the fourteen (14) day waiting period of Weekly Indemnity coverage.

(b) The employee may be required to provide a doctor's certificate at the request of the Employer on the fourth (4<sup>th</sup>) consecutive day of absence.

## **ARTICLE 18 - LEAVES OF ABSENCE**

### **18.1 Bereavement &/or Compassionate Leave**

(a) In the event of serious illness or death in the immediate family of a regular employee, the Employer, upon request, shall grant leave of absence without loss of pay for up to five (5) consecutive working days.

(b) Immediate family is defined as spouse, son, daughter, mother, father, mother-in-law, father-in-law, (or alternatively step-parent, foster parent, step-son or step-daughter) sister, brother, sister/brother-in-law, legal guardian, legal ward, grandparents and grandparents-in-law, nieces and nephews, or any other relative residing in the employee's household, or with whom the employee resides.

### **18.2 Medical and Dental Care Leave**

An employee's supervisor may grant up to two (2) hours off with pay for medical or dental appointments as long as reasonable notice is provided and departmental requirements permit the leave. Wherever possible, appointments shall be made outside of working hours or at the least disruptive times.

### **18.3 Illness of a Child**

(a) In the case of illness of a child of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee shall be entitled, after

notifying his supervisor, to use up to a maximum of five (5) days paid leave at any one (1) time for this purpose.

(b) The maximum length specified for each circumstance shall not be exceeded; however, the leave may be granted more than once for the same circumstance within a calendar year, providing the total family illness leave, plus leave granted under Article 18.7 does not exceed eleven point five (11.5) working days per calendar year, unless additional special leave is approved by the Employer.

(c) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

#### **18.4 Jury Duty**

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as juror or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs. An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.

(b) Total hours on jury duty and the actual hours worked on the job in the office in one (1) day shall not exceed normal working hours for purposes of establishing the basic workday. If the Employer initiates time in excess of the basic workday overtime shall be paid. If the overtime results from the initiative of the court no overtime shall be paid.

#### **18.5 General Leave**

(a) Where the requirements of the Employer's option will permit, the Employer may grant a leave of absence without pay for a period of up to thirty (30) calendar days to regular employees for legitimate personal reasons on advance written request from the employee. Such advance written request shall be waived in the case of emergencies. Permission for such leaves will be at the Employer's discretion.

(b) The definition of "advance written notice" is that the employee shall submit the reasons for such request to the Employer a minimum of ten (10) working days prior to the commencement date of the requested leave.

(c) All employees have the opportunity to request three (3) days in a calendar year (no reason required). These days can only be booked two (2) weeks in advance. Holidays and benefits are not affected.

(d) All employees have the opportunity to request two (2) blocks of five (5) days in a calendar year (reason required). These days can only be booked in the current quarter, eg: January 01, April 01, July 01 and October 01, with a minimum of two (2) weeks notice. The employee will be responsible for payment of all their benefits during this time off. Holiday entitlement will be re-calculated.

#### **18.6 Abandonment of Position**

An employee shall be deemed to have terminated his/her employment where he/she fails to return from an authorized leave of absence without reasonable cause.

#### **18.7 Special Leave**

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

- (a) marriage of the employee – five (5);
- (b) attend wedding of the employee's child – two (2) days;
- (c) serious household or domestic emergency - one (1) day;

- (d) moving household furniture and effects - one (1) day;
- (e) attend his/her formal hearing to become a Canadian citizen - one (1) day;
- (f) attend funeral as pallbearer - one (1) day;
- (g) court appearance for hearing of employee's child - one day.

Two (2) weeks' notice is required for leave under (a), (b), (d) and (e).

### **18.8 Donor Leave**

An employee shall be granted the necessary leave of absence with pay, for up to twelve (12) months, for the purpose of donating bone marrow or an organ. The Employer may request supporting medical documentation.

## **ARTICLE 19 - MATERNITY, ADOPTION AND PARENTAL LEAVE**

### **19.1 Maternity, Adoption and Parental Leave**

Regular employees shall qualify for maternity, parental or adoption leave, without pay.

- (a) maternity leave and parental leave to a maximum of fifty-two (52) weeks;
- (b) adoption leave and parental leave to a maximum of fifty-two (52) weeks;
- (c) additional leave for medical reasons;
- (d) maintenance of Employer's share of Health and Welfare benefits provided employees pay their share;
- (e) return to previous employment position;
- (f) vacation pay prorated in accordance with hours worked.

### **19.2 Early Return to Work**

An employee on leave in accordance with Article 19 who wishes to return to their previous position prior to the expiration of their leave request shall be entitled to do so provided they have given sixty (60) calendar days of notice. Their temporary replacement while on leave will return to their former position or status.

## **ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY**

### **20.1 Video Display Terminals**

In the event that an employee who operates a VDT becomes pregnant the following provisions shall apply until mutually amended by the Labour/Management Relations Committee:

- (a) In instances where a pregnant employee indicates a concern about working on video display equipment, the Employer will attempt to reassign that employee to work which does not involve exposure to video display terminals.
- (b) Where it is not practical to reassign the concerned employee, the employee may elect to take an unpaid leave of absence. Such leave shall not jeopardize the employee's continued employment, however, during such leave seniority will be maintained but fringe benefits will not be payable by the Employer. However, nothing in this Article will be construed as denying a pregnant employee all rights and privileges provided in Article 19 of this Agreement, Maternity Leave. The employee shall request such leave in writing and such leave will be uninterrupted.

### **20.2 Safety and Health Hazards**

- (a) The Parties agree that once every six (6) months, or when required, there will be a joint safety meeting and a joint inspection conducted with the General Manager, or his/her designated representative, and the Union Occupational Health and Safety representative. Minutes will be kept of

the meeting. Employee concerns may be referred to the OH&S representative for inclusion at the meeting or inspection. Upon request the minutes of the Branch inspection shall be forwarded to the Labour-Management Committee.

(b) Employees who encounter safety and/or health problems, related to the work environment, shall report these to their supervisor or the Union OH&S representative.

### **20.3 Injury Pay**

An employee who is injured on the job during working hours and who is required to leave for treatment or sent home for such injury shall receive payment for the remainder of his/her shift.

## **ARTICLE 21 - TECHNOLOGICAL CHANGE AND SEVERANCE PAY**

### **21.1 Notice**

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

### **21.2 Retraining**

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

### **21.3 Recall or Termination**

In cases where the retraining of an employee is not practical, or where other positions with the Employer are not available, the employee shall elect for termination of employment or shall elect to be placed on the recall list in accordance with Article 12.3.

### **21.4 Severance**

Severance pay as provided for in Section 21.5 shall be due and payable to a displaced employee immediately upon termination in addition to two (2) weeks notice or pay, in lieu of such notice.

### **21.5 Severance Pay**

(a) Severance pay shall be paid to employees with one (1) year or more service, who are terminated because of technological changes in administrative procedures, automation, consolidation, or suspension of business. The amount of severance pay shall be two (2) weeks pay at the employee's current rate for each year of service to a maximum of twenty-six (26) weeks.

(b) An employee who chooses to be laid off and placed on the recall list may elect to terminate during the recall period and be paid his/her severance pay entitlement upon termination or expiration of recall.

### **21.6 Red Circling**

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

## ARTICLE 22 - HEALTH AND WELFARE

### 22.1 Benefit Plans

(a) All regular full-time and part-time employees scheduled to work twenty (20) hours or more per week shall be eligible for Lake View Credit Union Benefits Program as of the first day of the month following employment.

(b) <i>Benefits Program</i>	<i>Premium Cost Sharing</i>
Medical Services Plan of British Columbia	Employer
Extended Health Care	Employer
Dental Plan: 100% Plan A/75% Plan B/50% Plan C	Employer
Group Life Insurance	Employer
Accidental Death and Dismemberment	Employer
Optional Life Insurance	Employee
Weekly Indemnity	Employee
Long Term Disability	Employee
Employee and Family Assistance	Employer

(c) Prior to the Employer changing carriers, they shall meet with the Union and discuss the proposed change and provide the reasons for the change.

### 22.2 Pay in Lieu of Benefits

(a) Part-time employees regularly scheduled to work less than twenty (20) hours per week shall receive additional compensation equal to ten percent (10%) of their hourly rate.

(b) Casual employees shall receive seventy-five cents (75¢) per hour for each hour worked in lieu of benefits, on the first (1<sup>st</sup>) pay period after ratification.

### 22.3 Pension Plan

Regular employees, after six (6) months employment, will have the opportunity to contribute up to nine percent (9%) of their gross monthly earnings to a Registered Retirement Savings Plan with the Credit Union. Each employee that does so will be entitled to have the Credit Union match their contribution up to the nine percent (9%) limit on a monthly basis. It is understood the pension contributions are for the benefit of the employee and are under his or her control.

## ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

### 23.1 Rates of Pay

(a) Regular employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix "A-1" of this Agreement.

(b) Regular part-time employees scheduled to work less than twenty (20) hours per week shall be paid in accordance with the salary schedule for their positions as specified in Appendix "A-2" of this Agreement.

(c) Casual employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix "A-3" of this Agreement.

### 23.2 Rate of Pay on Promotion

Upon promotion, an employee will receive the rate for the position as established in Appendix "A" of this Agreement that moves the employee to the step in the range that is higher than the previous salary level.

### 23.3 Progression on Next Salary Step

Regular full-time and regular part-time employees shall progress to each succeeding salary step for their job group, in accordance with the service required, as set out in Appendix "A" of this Collective Agreement and in accordance with the following:

- (a) regular full-time employees shall progress in six (6) month steps; regular part-time employees progress on the basis of days worked (i.e. 120 days equals six (6) months);
- (b) an employee placed on a step in their salary range at a point higher than they would qualify for length of service (on being hired, or promoted in accordance with Section 23.2 of this Article), shall move to the next step in their salary range upon completion of six (6) months of service following such placement, subject to paragraph (c) of this Section;
- (c) advancement from one salary step to another may be withheld where just cause due to inadequate performance can be shown under the following circumstances:
  - (1) the employee has been counseled regarding inadequate performance following the employee's last job service salary increase; or
  - (2) notice of intent to withhold the next service salary increase is given to the employee and the Union one (1) month prior to the date such increase is due.
- (d) When employees restore their performance, they shall be advanced to the next step in their salary range on a non-retroactive basis.

### 23.4 Paydays

Paydays shall be biweekly.

### 23.5 Substitution Pay

- (a) Any employee assigned to a higher job classification shall be paid at a higher rate, as determined in Appendix "A" of this Agreement 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.
- (b) All employees who substitute into a higher job classification shall be paid a minimum of fifty dollars (\$50) per month or portion thereof.
- (c) Employees who are substituting in a position, and are absent from work due to WCB or illness, shall be considered in the position if the pay rate is greater.

### 23.6 Salary Rate Upon Recall or Demotion

- (a) Employees recalled to their former position or to a position in the same job group shall receive the current rate for job group as set out in Appendix "A" of this Agreement.
- (b) Employees recalled who accept a position in a lower job group than their former position shall be paid at the salary rate for that job group as set out in Appendix "A" of this Agreement.
- (c) An employee who transfers to a position in a lower job group for reasons ascribable to the employee shall be paid in accordance with Article 23.6(b) above.

### **23.7 Mileage, Meal and Accommodation Allowance**

Where an employee agrees to be assigned to work or attend a course outside his/her regular location the following shall apply.

- (a) Such an employee will be eligible for a vehicle allowance in accordance with Credit Union Policy.
- (b) Meal allowances paid to such employees shall be in accordance with Credit Union Policy. Allowances for breakfast and dinner will not be paid where employees are able to commute to and from home at hours consistent with such meals.
- (c) Where the Employer requires that an employee be temporarily relocated to another community, the Employer shall reimburse the employee for receipted accommodation costs incurred. An advance for this purpose shall be supplied at the employee's option.

### **23.8 Reporting Pay**

All employees who report to work, and are subsequently sent home, shall receive four (4) hours pay, whether they commenced work or not.

## **ARTICLE 24 - CLASSIFICATION AND RECLASSIFICATION**

### **24.1 Job Descriptions**

- (a) Job descriptions are written with the intent to set forth the general duties and requirements of the job and to indicate the level of skill required and shall not be construed as imposing any restriction on the right of the Employer to create a new job or to assign duties other than those specifically mentioned in the job description.
- (b) The Employer agrees to establish a Joint Committee within thirty (30) days of the ratification of the Agreement. The Joint Committee will be representative of a maximum of two (2) management employees and two (2) Union employees who shall be appointed by the Union. Within ninety (90) days of establishing the Joint Committee they shall review and agree on the Job Descriptions, which shall include; duties, responsibilities and qualifications required for the position. The Parties agree to complete job descriptions by November 30, 2002.

### **24.2 Classification Maintenance Program**

- (a) The Employer may institute new classifications in addition to those listed in Appendix 1. Should any such new classification be instituted, the Employer shall establish the rate for same and submit the classification and rate of pay to the Union in writing and, in addition, shall post the classification and rate of pay. The posting shall indicate that the new classification and rate of pay is subject to agreement between the Union and the Employer. Within thirty (30) working days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 8. Any change in rate resulting from discussion between the Parties, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.
- (b) If the Union claims that the duties and/or responsibilities of an existing classification have been changed to and extend sufficiently to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If within thirty (30) working days of the submission of such request, which shall be in writing, and the request shall specify any changes in duties and any proposed change in the rate of pay, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 8. Any change in rate resulting from

discussions between the Parties, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

(c) *Abandonment* - If the Union does not request to meet with the Employer to review the classification and rate within thirty (30) working days, as provided for, or if the Union does not refer the difference, if any, to arbitration within thirty (30) working days, as provided in Article 8, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

(d) *Extension of Time Limits* - The time limits referred to in this Article may be extended by mutual agreement of the Parties, in writing.

## ARTICLE 25 - GENERAL CONDITIONS

### 25.1 Credit Union Membership

An employee, at his/her option, may purchase a membership in the Credit Union and the Employer will not charge service charges for cheques processed through one chequing account per employee, providing the account is only used for the personal business of the employee and/or his/her spouse.

### 25.2 Inclement Weather

If the Employer sends any employee home due to inclement weather or power outage, the employees will be sent home without loss of pay for the remainder of that day's scheduled shift.

### 25.3 Union Insignia

A Union member shall have the right to wear the recognized insignia of the Union (a pin). Additionally, the Union agrees to furnish, to the Employer, one (1) Union shop card to be displayed at the entrance to the building used by the public. Such card will remain the property of the Union and shall be surrendered upon demand.

## ARTICLE 26 - TERM OF AGREEMENT

### 26.1 Duration

This Agreement shall be binding and remain in effect to midnight June 30, 2005.

### 26.2 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 February 28, 2005, but in any event not later than midnight March 31, 2005.

(b) Where no notice is given by either Party prior to March 31, 2005, both Parties shall be deemed to have given notice under this Article on March 31, 2005, and thereupon Article 26.3 applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Chief Executive Officer.

### 26.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Article 26.2, the Parties shall, within fourteen (14) calendar days after the notice was given, commence collective bargaining.

**26.4 Change in Agreement**

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement. Such agreed changes shall be incorporated into this Agreement as an addendum.

**26.5 Agreement to Continue in Force**

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

**26.6 Effective Date of Agreement**

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

**ARTICLE 27 - TERM OF AGREEMENT**

The Union and the Employer desire every employee to be familiar with the provisions of the Agreement, and his/her rights and obligations under it. For this reason, the Union shall arrange for printing sufficient copies of the Agreement, not to exceed one hundred (100), for distribution to employees. The cost of such printing shall be borne equally by the Parties.

**SIGNED ON BEHALF OF THE UNION:**

**SIGNED ON BEHALF OF THE EMPLOYER:**

\_\_\_\_\_  
George Heyman  
President

\_\_\_\_\_  
Mike J.F. Finch  
General Manager

\_\_\_\_\_  
Vicki Lekstrom  
Bargaining Chair

\_\_\_\_\_  
Carolyn Johnson  
Manager, Finance & Administration

\_\_\_\_\_  
Susan Klassen  
Bargaining Committee

\_\_\_\_\_  
Lloyd C. Glibbery  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**LETTER OF UNDERSTANDING NO. 1****Re: Labour/Management committee**

- (a) The purpose of the Labour/Management committee shall be to meet together to discuss matters related to the administration of the Collective Agreement and to attempt to resolve any problems that may be foreseen.
- (b) All Agreements of this Committee shall be set out in writing.
- (c) Without restricting the generality of Article 6, the Labour/Management committee may discuss matters such as:
  - (1) Occupational Health and Safety
  - (2) Planned changes in the operations of the Employer
  - (3) The creation of new job classifications
  - (4) Opening of a new Branch or office
  - (5) Closing of a Branch or office
  - (6) On-the-job training program
  - (7) Compassionate transfer requests
  - (8) Job descriptions.

**LETTER OF UNDERSTANDING NO. 2****Re: Past Benefits**

The Labour/Management Committee shall, during the term of this Agreement, review past working conditions and benefits. It is agreed that benefits given to employees generally will continue. Where any benefits have been given to employees generally in the past they shall not be withdrawn or denied from Bargaining Unit employees in a discriminatory manner.

Recommendations of the Labour/Management Committee may be listed for future reference. Where there is a disagreement as to whether any benefit will be continued it shall be referred to the next set of negotiations.

**LETTER OF UNDERSTANDING NO. 3****Re: Supervision Pay**

The two (2) Parties agree that when and if a bargaining unit employee is required to act in a supervisory capacity in the absence of management, a rate will be negotiated between the Parties.

**LETTER OF UNDERSTANDING NO. 4****Re: Work of the Bargaining Unit**

The two (2) Parties agree that it is not the intent of the Employer to assign work to excluded staff that directly results in the layoff of bargaining unit members or directly results in the lack of recall of members of the bargaining unit.

**LETTER OF UNDERSTANDING NO. 5****Re: Staff Loans – All Employees**

- (1) The maximum personal loan rate for staff is thirty thousand dollars (\$30,000).
- (2) The maximum staff rate mortgage for staff is one hundred thousand dollars (\$100,000).

All other conditions and aspects of both the personal loan and the staff mortgage programs remain unchanged.

**LETTER OF UNDERSTANDING NO. 6****Re: Scheduling of Casual Employees**

- (a) Employees will provide the Employer with a window of availability four (4) times per year, which will indicate the days they are available for work. Thirty (30) days prior to January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and December 1<sup>st</sup>, the employee will provide the Employer, in writing, with the days which they are available for at least thirty (30) days per each quarter (window).
- (b) During the period from the Saturday before July 1<sup>st</sup> and the Saturday after Labour Day inclusive, there must be at least three (3) casual employees available for work. Additionally, during the period from December 1<sup>st</sup> to January 4<sup>th</sup> inclusive, there must be at least three (3) casual employees available for work. As a result of these requirements, the Employer agrees to review its casual employee number periodically.
- (c) Should the employee refuse work, for days which they have indicated they are available, on four (4) occasions in a twelve (12) month period, they shall be removed from the Casual Employee list.
- (d) Employees who are unavailable, in the following circumstances, will not have the refusal or unavailability count as an occurrence referred to in (b) above:
  - 1) absence on WCB claim; or
  - 2) maternity leave, parental leave or adoption leave; or
  - 3) bereavement or compassionate leave; or
  - 4) illness (proof of illness may be required if absence is greater than five (5) days; or
  - 5) illness of, or inability to obtain child care, for a dependant child of a casual employee can care for the child. Proof of illness or inability to obtain child care may be required if a pattern of consistent absence is developing; or
  - 6) absence for Union leave; or
  - 7) jury duty; or
  - 8) legal detention; or
  - 9) medical or dental appointments.
- (e) Should the Employer not be able to secure coverage for absences, they shall have the right to force the junior employee(s) to report for work.

**LETTER OF UNDERSTANDING NO. 7****Re: Job Share**

Job share requests will be reviewed on an individual basis. However, the Parties signatory to this Agreement will endeavour to be consistent.

**LETTER OF UNDERSTANDING NO. 8****Re: Student Hire**

The Parties signatory to this Agreement recognize that the Employer, from time to time, may utilize student hires provided available casual employees are not bypassed. Student hires should be treated and be entitled to the same terms and conditions of employment as casual employees, except they shall not accrue seniority and will not have recall rights.

**LETTER OF UNDERSTANDING NO. 9**

LETTER OF UNDERSTANDING  
by and between  
LAKE VIEW CREDIT UNION  
and  
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

The Parties agree that it is to their mutual benefit as well as the benefit of all Credit Union members that there is a positive and constructive work environment at Lake View Credit Union. Several matters have arisen during bargaining and to that end the following initiatives are jointly agreed to:

A: Improving Relationships

1. A facilitator from the BCGEU will be invited to conduct a joint workshop consisting of excluded managers and bargaining unit personnel as quickly as possible after ratification. Content of the joint workshop will include but not be limited to:
  - a. role of shop steward/supervisor (duty of fair representation);
  - b. extent of immunity for an elected union official;
  - c. discipline defined (Wm Scott case);
  - d. disciplining effectively;
  - e. conducting a grievance meeting;
  - f. harassment – what it is/what it is not/roles and responsibilities.
2. Upon completion of the joint training in #1 above should either or both Parties agree then a mutually agreed facilitator will conduct individual and confidential interviews with all included and excluded staff to determine what issues are of concern.
3. Upon completion of the joint training, the negotiators for the respective Parties will be authorized to make recommendations as to the necessity and/or content of Union proposal Article 1.3.
4. It is anticipated that should relationships improve then attendance concerns will be reduced accordingly.

**APPENDIX 1**  
**CLASSIFICATIONS**

GROUP 1	Receptionist
	Tellers (includes casuals)
GROUP 2	Business/Senior Tellers
GROUP 3	Loans Clerk
	Member Service Officer
	Clearing Clerk
GROUP 4	Accounting Clerk
GROUP 5	Loans Officer

## APPENDIX "A-1"

## WAGE SCHEDULE - REGULAR FULL-TIME EMPLOYEES

Effective: July 1, 2002

Group	Start	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.
Trainee	2303						
Group 1	2459	2511	2563	2614	2667	2718	2771
Group 2	2526	2581	2637	2689	2744	2799	2854
Group 3	2593	2650	2711	2765	2821	2879	2937
Group 4	2778	2839	2902	2964	3026	3089	3152
Group 5	3026	3094	3161	3229	3297	3362	3430

Effective: July 1, 2003

Group	Start	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.
Trainee	2372						
Group 1	2533	2586	2640	2692	2747	2800	2854
Group 2	2602	2658	2716	2770	2826	2883	2940
Group 3	2671	2730	2792	2848	2906	2965	3025
Group 4	2860	2924	2989	3053	3117	3182	3247
Group 5	3117	3187	3255	3326	3396	3463	3533

Effective: July 1, 2004

Group	Start	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.
Trainee	2443						
Group 1	2609	2664	2719	2773	2829	2884	2940
Group 2	2680	2738	2797	2853	2911	2969	3028
Group 3	2751	2812	2876	2933	2993	3054	3116
Group 4	2946	3012	3079	3145	3211	3277	3344
Group 5	3211	3283	3353	3426	3498	3567	3639

**TRAINEE** - For new employees without job related experience. Employee moves to Group 1 start on completion of probation and to 6-month step after three months at start rate.

Additionally, for every percentage that the Consumer Price Index (Vancouver) between June 30, 2004 (midnight) and June 30, 2005, (cumulative) exceeds four percent (4%), the equivalent percentage increase, converted to cents per hour, shall be applied to the wage scale, retroactive to July 1, 2004.

## APPENDIX "A-2"

## WAGE SCHEDULE

## PART-TIME EMPLOYEES WHO WORK 20 HOURS OR GREATER PER WEEK

Effective July 1, 2002

Group	Start	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.
Trainee	14.17						
Group 1	15.13	15.45	15.77	16.09	16.41	16.73	17.05
Group 2	15.54	15.88	16.23	16.55	16.89	17.22	17.56
Group 3	15.96	16.31	16.68	17.02	17.36	17.72	18.07
Group 4	17.09	17.47	17.86	18.24	18.62	19.01	19.40
Group 5	18.62	19.04	19.46	19.87	20.29	20.69	21.11

Effective July 1, 2003

Group	Start	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.
Trainee	14.60						
Group 1	15.59	15.91	16.25	16.57	16.90	17.23	17.56
Group 2	16.01	16.36	16.71	17.05	17.39	17.74	18.09
Group 3	16.44	16.80	17.18	17.53	17.88	18.25	18.62
Group 4	17.60	17.99	18.39	18.79	19.18	19.58	19.98
Group 5	19.18	19.61	20.03	20.47	20.90	21.31	21.74

Effective July 1, 2004

Group	Start	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.
Trainee	15.03						
Group 1	16.06	16.39	16.73	17.06	17.41	17.75	18.09
Group 2	16.49	16.85	17.21	17.56	17.91	18.27	18.63
Group 3	16.93	17.30	17.70	18.05	18.42	18.79	19.18
Group 4	18.13	18.54	18.95	19.35	19.76	20.17	20.58
Group 5	19.76	20.20	20.63	21.08	21.53	21.95	22.39

**TRAINEE** - For new employees without job related experience. Employee moves to Group 1 start on completion of probation and to 6-month step after three months at start rate.

Additionally, for every percentage that the Consumer Price Index (Vancouver) between June 30, 2004 (midnight) and June 30, 2005, (cumulative) exceeds four percent (4%), the equivalent percentage increase, converted to cents per hour, shall be applied to the wage scale, retroactive to July 1, 2004.

**APPENDIX "A-2" CONT'D  
WAGE SCHEDULE  
PART-TIME EMPLOYEES WHO WORK LESS THAN 20 HOURS PER WEEK**

**Effective July 1, 2002**

<b>Group</b>	<b>Start</b>	<b>6 Mos.</b>	<b>12 Mos.</b>	<b>18 Mos.</b>	<b>24 Mos.</b>	<b>30 Mos.</b>	<b>36 Mos.</b>
Trainee	15.59						
Group 1	16.64	17.00	17.34	17.70	18.05	18.40	18.76
Group 2	17.09	17.47	17.85	18.21	18.57	18.94	19.32
Group 3	17.56	17.94	18.34	18.72	19.10	19.49	19.88
Group 4	18.80	19.22	19.65	20.06	20.48	20.91	21.34
Group 5	20.48	20.94	21.40	21.86	22.32	22.76	23.22

**Effective July 1, 2003**

<b>Group</b>	<b>Start</b>	<b>6 Mos.</b>	<b>12 Mos.</b>	<b>18 Mos.</b>	<b>24 Mos.</b>	<b>30 Mos.</b>	<b>36 Mos.</b>
Trainee	16.06						
Group 1	17.15	17.50	17.88	18.23	18.59	18.95	19.31
Group 2	17.61	18.00	18.38	18.76	19.13	19.51	19.90
Group 3	18.08	18.48	18.90	19.28	19.67	20.08	20.48
Group 4	19.36	19.79	21.33	20.67	21.10	21.54	21.98
Group 5	21.10	21.57	22.03	22.52	22.99	23.44	23.91

**Effective July 1, 2004**

<b>Group</b>	<b>Start</b>	<b>6 Mos.</b>	<b>12 Mos.</b>	<b>18 Mos.</b>	<b>24 Mos.</b>	<b>30 Mos.</b>	<b>36 Mos.</b>
Trainee	16.53						
Group 1	17.67	18.03	18.40	18.77	19.15	19.53	19.90
Group 2	18.14	18.54	18.93	19.32	19.70	20.10	20.49
Group 3	18.62	19.03	19.47	19.86	20.26	20.67	21.10
Group 4	19.94	20.39	20.85	21.29	21.74	22.19	22.64
Group 5	21.74	22.22	22.69	23.19	23.68	24.15	24.63

**TRAINEE** - For new employees without job related experience. Employee moves to Group 1 start on completion of probation and to 6-month step after three months at start rate.

Additionally, for every percentage that the Consumer Price Index (Vancouver) between June 30, 2004 (midnight) and June 30, 2005, (cumulative) exceeds four percent (4%), the equivalent percentage increase, converted to cents per hour, shall be applied to the wage scale, retroactive to July 1, 2004.

## APPENDIX "A-3"

## WAGE SCHEDULE - CASUAL EMPLOYEES

Effective July 1, 2002

Group	Start	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.
Trainee	14.74						
Group 1	15.74	16.07	16.40	16.73	17.07	17.40	17.73
Group 2	16.16	16.52	16.88	17.21	17.57	17.91	18.26
Group 3	16.60	16.96	17.35	17.70	18.05	18.43	18.79
Group 4	17.77	18.17	18.57	18.97	19.36	19.77	20.18
Group 5	19.36	19.80	20.23	20.66	21.10	21.52	21.95

Effective July 1, 2003

Group	Start	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.
Trainee	15.18						
Group 1	16.21	16.55	16.90	17.23	17.58	17.92	18.26
Group 2	16.65	17.01	17.38	17.73	18.09	18.45	18.81
Group 3	17.10	17.47	17.87	18.23	18.60	18.98	19.36
Group 4	18.30	18.71	19.13	19.54	19.95	20.36	20.78
Group 5	19.95	20.39	20.83	21.29	21.74	22.16	22.61

Effective July 1, 2004

Group	Start	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.
Trainee	15.63						
Group 1	16.70	17.05	17.40	17.75	18.11	18.46	18.81
Group 2	17.15	17.52	17.90	18.26	18.63	19.00	19.38
Group 3	17.61	17.99	18.41	18.77	19.16	19.54	19.95
Group 4	18.86	19.28	19.71	20.12	20.55	20.98	21.40
Group 5	20.55	21.01	21.46	21.92	22.39	22.83	23.29

- These rates include 4% Vacation Pay.
- Casual employees shall receive an additional seventy-five cents (75¢) per hour, pursuant to Article 22.2.
- Casual employees shall progress through the step increments, based on equivalent hours worked compared to the 6, 12, 18, 24, 30 and 36 month steps.
- For the purpose of calculating, the following shall be used:
 

975 hours worked	=	6 months
1950 hours worked	=	12 months
- All wage rates will be shown hourly, calculation will be based on previous formula, and new wage rates (Appendix "A")

Formula: Regular Monthly Rate x 12 ÷ 1950 x 1.04% = Casual Hourly Rate

**APPENDIX B**

**Exclusions**

General Manager  
Manager, Finance & Administration  
Assistant Manager, Finance & Administration  
Manager, Lending Services  
Assistant Manager, Lending Services  
Confidential Secretary  
Office Supervisor  
Manager Human Resources  
Operations Manager  
Credit Manager

**APPENDIX C**

**List of Arbitrators**

Brian Foley  
Judi Korbin  
Colin Taylor