

**COLLECTIVE AGREEMENT**

**between the**

**POWELL RIVER CREDIT UNION AND  
POWELL RIVER INSURANCE SERVICES LTD.**

**and the**

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

**Effective from April 1, 2004 to March 31, 2010**

**TABLE OF CONTENTS**

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

    1.1 Purpose of Agreement ..... 1

    1.2 Future Legislation ..... 1

    1.3 Conflict with Regulations ..... 1

    1.4 Human Rights ..... 1

    1.5 Discrimination and Harassment ..... 1

    1.6 Employment Standards Act..... 3

**ARTICLE 2 - UNION RECOGNITION AND RIGHTS ..... 3**

    2.1 Bargaining Agent Recognition ..... 3

    2.2 Bargaining Unit Defined ..... 3

    2.3 Excluded Positions ..... 4

    2.4 No Other Agreement ..... 4

    2.5 No Discrimination for Union Activity ..... 4

    2.6 Recognition and Rights of Stewards and Safety Representatives ..... 4

    2.7 Bulletin Boards ..... 4

    2.8 Union Insignia and Union Shop Card ..... 4

    2.9 Right to Refuse to Cross Picket Lines ..... 4

    2.10 Time Off for Union Business ..... 5

**ARTICLE 3 - UNION SECURITY ..... 5**

    3.1 Union Shop ..... 5

    3.2 No Bargaining Unit Work ..... 5

**ARTICLE 4 - CHECK OFF OF UNION DUES ..... 5**

    4.1 ..... 5

    4.2 ..... 5

    4.3 ..... 6

    4.4 ..... 6

    4.5 ..... 6

    4.6 ..... 6

    4.7 ..... 6

**ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES..... 6**

**ARTICLE 6 - MANAGEMENT RIGHTS ..... 7**

    6.1 ..... 7

    6.2 ..... 7

    6.3 ..... 7

    6.4 ..... 7

    6.5 ..... 7

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

    7.1 Union and Employer Representation ..... 7

    7.2 Union Bargaining Committees ..... 7

    7.3 Joint Standing Committee ..... 7

**ARTICLE 8 - GRIEVANCES..... 8**

    8.1 Grievance Procedure..... 8

    8.2 Step 1 ..... 8

    8.3 Time Limits to Present Initial Grievance ..... 8

    8.4 Step 2..... 8

    8.5 Time Limit to Reply at Step 2 ..... 9

    8.6 Time Limits to Submit to Arbitration ..... 9

    8.7 Dismissal or Suspension Grievance ..... 9

8.8	Deviation from Grievance Procedure.....	9
8.9	Technical Objections to Grievances.....	10
8.10	Amending Time Limits .....	10
8.11	Investigator.....	10
<b>ARTICLE 9 - ARBITRATION.....</b>		<b>10</b>
9.1	Notice of Intent to Arbitrate .....	10
9.2	Single Arbitrator .....	10
9.3	Single Arbitrator Procedure.....	11
9.4	Decision of Arbitrator.....	11
9.5	Disagreement on Decision.....	11
9.6	Expenses of Arbitrator.....	11
9.7	Amending Time Limits .....	11
<b>ARTICLE 10 - DISCIPLINE, DISCHARGE, SUSPENSION .....</b>		<b>11</b>
10.1	Burden of Proof and Notice.....	11
10.2	Discipline Grievance .....	11
10.3	Right to Grieve Other Disciplinary Action .....	11
10.4	Personnel File.....	12
10.5	Right to Have Steward Present.....	12
10.6	Right of Steward to Have Staff Representative Present .....	12
<b>ARTICLE 11 - SENIORITY .....</b>		<b>12</b>
11.1	Definition of Employee .....	12
11.2	Seniority Entitlement Defined.....	12
11.3	Eligibility for Seniority Entitlement.....	12
11.4	Seniority Lists .....	13
11.5	Seniority Lost.....	13
11.6	Seniority Lost (Accrual of Seniority).....	13
<b>ARTICLE 12 - JOB POSTING.....</b>		<b>13</b>
12.1	Notice of Job Vacancies .....	13
12.2	Filling of Job Vacancies .....	14
12.3	Seniority Applied to Job Vacancies .....	14
12.4	Trial Period on Promotion .....	14
12.5	Job Postings .....	14
<b>ARTICLE 13 - LAYOFF AND RECALL .....</b>		<b>14</b>
13.1	Layoff and Recall Procedure.....	14
13.2	Notice of Layoff.....	14
13.3	Recall Upon Layoff .....	14
13.4	Contact Point.....	14
13.5	Recall.....	15
<b>ARTICLE 14 - HOURS OF WORK AND OVERTIME .....</b>		<b>15</b>
14.1	.....	15
14.2	Meal Period.....	15
14.3	Rest Period .....	15
<b>ARTICLE 15 - OVERTIME .....</b>		<b>16</b>
15.1	Definitions.....	16
15.2	Overtime Premiums .....	16
15.3	Call Out .....	16
15.4	Overtime Meal Allowance .....	17
15.5	Overtime Payment .....	17

<b>ARTICLE 16 - STATUTORY HOLIDAYS.....</b>	<b>17</b>
16.1 .....	17
16.2 Statutory Holiday While on Vacation .....	17
16.3 Eligibility for Holiday Pay .....	18
16.4 Premium for Work on Statutory Holiday.....	18
<b>ARTICLE 17 - ANNUAL VACATION .....</b>	<b>18</b>
17.1 Annual Vacation Entitlement .....	18
17.2 Vacation Earnings for Partial .....	18
17.3 Annual Vacation .....	18
17.4 .....	18
17.5 Vacation Entitlement .....	19
17.6 Vacation on Termination .....	19
17.7 Vacation Scheduling.....	19
17.8 Vacation Carry-Over .....	19
<b>ARTICLE 18 - SPECIAL AND OTHER LEAVE .....</b>	<b>20</b>
18.1 Bereavement Leave .....	20
18.2 Jury Duty/Court Appearances .....	20
18.3 Maternity/Parental Leave .....	20
18.4 Special Leave Without Pay .....	20
18.5 Illness in Family Leave.....	21
18.6 Leave for Medical and Dental Care .....	21
18.7 Failure to Return From Leave .....	21
18.8 Robbery or Hold up Leave .....	21
18.9 Time Off.....	21
18.10 Elections.....	21
<b>ARTICLE 19 - BENEFIT PLANS AND SICK LEAVE .....</b>	<b>22</b>
19.1 .....	22
19.2 Sick Leave or Salary Remuneration.....	22
19.3 .....	23
<b>ARTICLE 20 - SALARY POLICY .....</b>	<b>23</b>
20.1 Salary Schedule.....	23
20.2 Pay Days .....	23
20.3 Job Descriptions.....	23
20.4 New Positions .....	23
20.5 Promotion Increases.....	24
20.6 Salary Progression .....	24
20.7 Employee Assigned to Higher Job Classification.....	24
20.8 Part-time Employee Changing to Full-time .....	24
20.9 Salary Policy .....	24
<b>ARTICLE 21 - GENERAL PROVISIONS .....</b>	<b>25</b>
21.1 Employee Training .....	25
21.2 Mileage Allowance.....	25
21.3 Employee Loans and Mortgages .....	25
21.4 Employee Service Charges.....	26
<b>ARTICLE 22 - TECHNOLOGICAL CHANGE AND SEVERANCE PAY .....</b>	<b>26</b>
22.1 Notice of Technological Change.....	26
22.2 Retraining.....	26
22.3 Termination and Recall List .....	26
22.4 Severance Pay .....	26

<b>ARTICLE 23 - TERM OF AGREEMENT .....</b>	<b>26</b>
23.1 Duration .....	26
23.2 Notice to Bargain .....	27
23.3 Commencement of Bargaining.....	27
23.4 Changes in Agreement.....	27
23.5 Agreement to Continue in Force .....	27
23.6 Effective Date of Agreement.....	28
<b>APPENDIX A - Job Classification and Hourly Wage Rates.....</b>	<b>29</b>
<b>APPENDIX B - Authorization for Deduction .....</b>	<b>30</b>
<b>APPENDIX C - Pension Plan .....</b>	<b>31</b>
<b>APPENDIX D - Excluded Positions.....</b>	<b>32</b>
<b>APPENDIX E - Job Share Parameters .....</b>	<b>33</b>
<b>LETTER OF UNDERSTANDING #1 - Weekly Indemnity.....</b>	<b>35</b>
<b>LETTER OF UNDERSTANDING #2 - Past Practices and Benefits .....</b>	<b>36</b>
<b>LETTER OF UNDERSTANDING #3 - Scheduling of Part-Time Employees .....</b>	<b>37</b>
<b>LETTER OF UNDERSTANDING #4 - After Hours Bank Machine Servicing.....</b>	<b>38</b>
<b>LETTER OF UNDERSTANDING #5 - Salary Protection and Downward     Reclassification of Position .....</b>	<b>39</b>
<b>LETTER OF UNDERSTANDING #6 - Flexible Benefits .....</b>	<b>40</b>

## 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 and the employees and to clearly define the hours of work, rates of pay and conditions of employment, and to provide an amicable method of settling grievances which may arise from time to time; and to promote the mutual interest of the Employer and its employees.

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

### 1.2 Future Legislation

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

### 1.3 Conflict with Regulations

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

### 1.4 Human Rights

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

### 1.5 Discrimination and Harassment

The parties hereto subscribe to the principles of the Human Rights Act of British Columbia. Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate on the grounds of race, colour, age, creed, sex, religion, marital status, or national origin.

The Parties recognize the right of the employees to work in an environment free from harassment. The Employer, in cooperation with the Union, will promote a work environment that is free from harassment where all employees are treated with respect and dignity.

#### (a) *Sexual Harassment*

(1) Sexual harassment is one form of discrimination and is defined as any unwanted sexual attention, sexual solicitation, or other sexually oriented remarks or behaviour made by a person or a group who knows or ought reasonably to know that such attention or solicitation is unwanted. Examples of sexual harassment include, but are not limited to:

(i) When submission to sexual activity becomes either explicitly or implicitly a term or condition of employment or in return for being hired or receiving promotions or other employment benefits;

- (ii) When submission to or rejection of such conduct is used as a basis for employment;
  - (iii) When such conduct has the purpose or effect of interfering with an individual's employment;
  - (iv) When such conduct creates an intimidating, hostile or offensive working environment for employees;
- (2) Sexual harassment may occur between people, both individually and in groups, of the same or different status within the workplace, and both women and men may be the subject of sexual harassment by members of either sex. Thus, sexual harassment may occur in a variety of ways; for example, sexual harassment of any employee by an employee. Behaviour not directed toward soliciting sexual activity may also be considered sexual harassment. Such behaviours include but are not limited to:
- (i) inappropriate sexually suggestive language, innuendoes, jokes, body language, leering, unwanted touching;
  - (ii) persistent unwanted questions or comments of a sexual nature;
  - (iii) inappropriate display of sexual pictures or materials;
  - (iv) physical threat, physical assault, and physical intimidation, including unwanted touching.
- (3) While sexual harassment may occur around the study of topics of a sexual nature within itself is not considered harassment.
- (4) Employee allegedly being harassed may register their complaint in writing, in accordance with the Principles and Procedures for the Reporting, Investigation and Resolution of Sexual Harassment complaints.
- (5) Should the employee who filed the complaint not be satisfied with the results of the Employer's investigation, the employee may file a grievance at Step 2 of the grievance procedure under Article 8.3.
- (6) Employees involved in the handling of a complaint shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the Union and the Employer will be made aware of all or part of the proceedings on a "need to know" basis.
- (b) *Personal Harassment*
- (1) Personal Harassment is defined as offensive comments and/or actions that, by a reasonable standard, create an abusive or intimidating work environment. Comments or actions that serve a legitimate, work-related purpose shall not be deemed to constitute personal harassment under this article.
- (2) Examples of personal harassment include, but are not limited to:
- (i) Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting pinching and punching;
  - (ii) When a person who supervises, or is in a position of authority, exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate;

- (iii) Implied or expressed threat of reprisal, or denial of opportunity for refusal to comply with a request which serves no legitimate work-related purpose;
  - (iv) Display or distribution of pictures, posters, calendars objects, literature or other materials that are racist or, that are, by a reasonable standard, considered derogatory to a particular person or group of persons.
- (3) Employees may process complaints about personal harassment through the grievance procedure according to Article 8, subject to the following changes:
- (i) Where a person who is the subject of a grievance under this Article is the Employer representative at any step of the grievance procedure, then the Union may bypass that step of the procedure;
  - (ii) Union representatives in the course of investigating a complaint of personal harassment and the Employer representatives in the course of investigating a grievance of personal harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint or grievance.
  - (iii) An Arbitrator in the determination of a grievance of personal harassment may take reasonable steps to protect the privacy and confidentiality of all parties, subject to the requirement of fairness to all parties.
  - (iv) If, as a result of a grievance, it is determined necessary to separate the work locations of the grievor and the person who is the subject of a grievance, it is agreed that the grievor will not be moved against his/her wishes.
- (4) Employees involved in the handling of a complaint shall hold in the strictest of confidence all information of which they become aware, however, it is recognized that various officials of the Union and the Employer will be made aware of all or part of the proceedings on a “*need to know*” basis.
- (c) Nothing in this Article is intended to preclude any employees from following any alternative complaint procedure under the collective agreement or the BC Human Rights Code or from initiating any other proceedings in law.

## **1.6 Employment Standards Act**

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

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

### **2.1 Bargaining Agent Recognition**

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

### **2.2 Bargaining Unit Defined**

- (a) The bargaining unit shall comprise all employees included in the certificate issued by the Labour Relations Board.
- (b) The Employer agrees that all bargaining unit positions in new Branches or offices shall be filled in accordance with Article 11, Job Postings, and, further, that the terms and conditions of this Agreement will apply to any new Branch or office for a period of ninety (90) days.

### **2.3 Excluded Positions**

- (a) The Parties agree that the positions listed in Appendix D are excluded from the bargaining unit.
- (b) Any other position excluded pursuant to the Labour Relations Code.
- (c) Notification of any new excluded position will be forwarded to the shop stewards and the local union area office prior to posting.

### **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 representative 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 and Safety Representatives**

- (a) The Employer recognizes the Union's right to select two (2) stewards to represent employees.
- (b) The Employer and the Union shall each select two (2) safety representatives.
- (c) It is agreed that each party to this Collective Agreement shall keep the other party informed of its representatives.
- (d) Stewards and safety representatives may investigate and process grievances and may investigate and process safety issues during regular working hours without loss of pay. Stewards will obtain permission from the Employer's designated representative before leaving their immediate work area. Such permission will not be unreasonably withheld.

### **2.7 Bulletin Boards**

Bulletin Boards will be made available to the Union on the Employer's premises for the purpose of posting notices pertaining to general Union activities. Notices have to receive approval of the Steward and will not be of a derogatory nature to the Employer. The bulletin board will be located in a place out of public view.

### **2.8 Union Insignia and Union Shop Card**

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

### **2.9 Right to Refuse to Cross Picket Lines**

- (a) It shall not be a violation of this Agreement nor cause for discharge of any employee, in the performance of his/her duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.
- (b) On the appearance of any legal picket line, employees shall be entitled to leave the office at their lunch break, or on completion of their normal shift. Time shall be provided for each employee to secure and account for all monies and documents that are normally secured at the end of each day before leaving the office.

(c) Where an employee has started his/her shift, but has left the office, and on return finds a legal picket line, the employee(s) will enter the office only to complete the security procedure set out in paragraph (b) above, and then leave the office.

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

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

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
- (4) to employees called by the Union to appear as witnesses before an arbitration board or other labour relations hearings.

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

## **ARTICLE 3 - UNION SECURITY**

### **3.1 Union Shop**

The Employer agrees that all employees covered under this Collective Agreement, who were members of the Union on May 18, 1989, or thereafter became members, and all employees hired on or after May 18, 1989 shall as a condition of employment, within thirty (30) days of the date of employment, become and remain members of the Union.

### **3.2 No Bargaining Unit Work**

No employee who is not a member of the bargaining unit and the Union shall, except in cases of emergency, carry out duties which will displace, replace or lay off a bargaining unit member.

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

### **4.1**

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

### **4.2**

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

### 4.3

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

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

- (a) the amounts deducted from each employee;
- (b) the employee's Social Insurance Number;
- (c) current home address and home phone number;
- (d) classification and rate of pay;
- (e) number of hours worked during the period covered.

### 4.4

Before the Employer is obliged to deduct any amount under 4.1 of this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

### 4.5

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

### 4.6

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

### 4.7

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

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

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her steward and health and safety representative. The employee's immediate supervisor will introduce him/her to his/her steward who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's obligations to the Employer and the Union.

## ARTICLE 6 - MANAGEMENT RIGHTS

### 6.1

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

### 6.2

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

### 6.3

Nothing herein contained shall limit the statutory powers and duties of the Directors of the Employer under the Company Act, Section 141, subsection 1, which provides:

*"The Directors, shall, subject to this Act and the Articles of the Company, manage or supervise the Management of the affairs and business of the Company."*

### 6.4

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

### 6.5

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

## ARTICLE 7 - EMPLOYER-UNION RELATIONS

### 7.1 Union and Employer Representation

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

### 7.2 Union Bargaining Committees

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

### 7.3 Joint Standing Committee

- (a) Each party to this agreement shall appoint a Standing Committee.
- (b) The Union's Committee shall be composed of not more than four (4) Union members plus an alternate.

- (c) The Employer's Committee shall be composed of not more than four (4) appointees of the Board of Directors plus an alternate.
- (d) Each party shall notify the other by letter of the names of their committee members and any changes which may take place from time to time.
- (e) The purpose of the Standing Committees shall be to meet together at the request of either Committee to discuss matters related to the administration of the Collective Agreement and to attempt to resolve any problems that may arise or can be foreseen.
- (f) An agreement reached by the standing committee shall be deemed binding on both parties unless notice of requirement of ratification is given by either party at the meeting at which the agreement is made.
- (g) The Standing Committee will not make any decisions that will alter or amend the Collective Agreement.

## **ARTICLE 8 - GRIEVANCES**

### **8.1 Grievance Procedure**

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

### **8.2 Step 1**

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated local supervisor. This first step must be initiated within ten (10) calendar days of the employee first becoming aware of the action or circumstances giving rise to the dispute. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or Union staff representative.

### **8.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure in the manner prescribed in Article 8.4 must do so no later than twenty-one (21) calendar days after the date:

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

### **8.4 Step 2**

- (a) Subject to the time limits in Article 8.3, the employee may present a grievance at this level by:
  - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;

- (2) stating the article or articles of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting this grievance to the designated local supervisor through the Union steward.
- (b) The local supervisor shall:
- (1) sign and date the grievance as received at Step 2; and
  - (2) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2.

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

- (a) Within fifteen (15) calendar days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the Union staff representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within fifteen (15) calendar days of receiving the grievance at Step 2.
- (c) The reply at this step shall include a separate report of the Step 2 meeting and results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.
- (d) The President of the Union, his/her designate, or the Employer, may present a grievance at Step 2.

### **8.6 Time Limits to Submit to Arbitration**

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

- (a) fifteen (15) calendar days after the Employer's decision has been received; or
- (b) fifteen (15) calendar days after the Employer's decision was due, whichever occurs first.

### **8.7 Dismissal or Suspension Grievance**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within fifteen (15) calendar days of the date on which the dismissal occurred, or within fifteen (15) days of the employee receiving notice of dismissal. The parties agree that all dismissal grievances that are to proceed to arbitration will be dealt with expeditiously.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within ten (10) calendar days of the date on which the suspension occurred, or within ten (10) calendar days of the employee receiving notice of suspension.

### **8.8 Deviation from Grievance Procedure**

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

In the event that, after having initiated a grievance through the grievance procedure, an employee endeavour 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.

### **8.9 Technical Objections to Grievances**

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

### **8.10 Amending Time Limits**

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

### **8.11 Investigator**

- (a) If the parties mutually agree, an investigator may be used in accordance with Section 103 of the Labour Relations Code and part (b) of this clause.
- (b) Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable during the terms of the collective agreement, an investigator agreed to by the parties, shall at the request of either party:
  - (1) investigate the difference;
  - (2) define the issue in the difference; and
  - (3) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.
- (c) In the event the parties cannot agree or agree to an arbitrator not available within ninety (90) days, then either party may request a single arbitrator be appointed pursuant to the Labour Relations Code.
- (d) Each party shall pay one-half (½) of the fees and expenses of the investigator.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notice of Intent to Arbitrate**

Where a difference arising between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure, notify the other party within fifteen (15) calendar days of the receipt or due date of the reply at the second step, of its desire to submit the difference or allegation to arbitration.

### **9.2 Single Arbitrator**

When a party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to an arbitrator agreed to by the parties within ninety (90) days. In the event that the parties cannot agree to an arbitrator, then either party may request a single arbitrator to be appointed pursuant to the Labour Relations Code.

### **9.3 Single Arbitrator Procedure**

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

### **9.4 Decision of Arbitrator**

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

### **9.5 Disagreement on Decision**

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

### **9.6 Expenses of Arbitrator**

Each party shall pay one-half (½) of the fees and expenses of the arbitrator.

### **9.7 Amending Time Limits**

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

## **ARTICLE 10 - DISCIPLINE, DISCHARGE, SUSPENSION**

### **10.1 Burden of Proof and Notice**

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

- (a) It is hereby agreed that the Employer has the right to discharge or suspend an employee for just cause. Notice of suspension and/or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal.
- (b) All dismissals and suspensions will be subject to the formal grievance procedure under Article 8. A copy of the written notice of dismissal or suspension shall be forwarded to the local Union area office and the local shop steward within five (5) calendar days of the action being taken.
- (c) The discharge of a probationary employee shall be based on suitability.

### **10.2 Discipline Grievance**

All dismissals, suspensions and discipline will be subject to formal grievance procedure under Article 8. A copy of the written notice of dismissal, suspension or discipline shall be forwarded to the local Union area office and the local shop steward within five (5) days of the action being taken.

### **10.3 Right to Grieve Other Disciplinary Action**

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 at the time of filing. Any such document shall be removed from the employee's personnel file after the expiration of eighteen (18) months from the date it was issued provided there has not been any further infraction.

#### **10.4 Personnel File**

- (a) Employee appraisals and reports are subject to the grievance procedure should an employee dispute any such entry on his/her file.
- (b) 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(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

#### **10.5 Right to Have Steward Present**

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

#### **10.6 Right of Steward to Have Staff Representative Present**

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

### **ARTICLE 11 - SENIORITY**

#### **11.1 Definition of Employee**

- (a) Full-time employees shall be defined as employees scheduled to work thirty-five hours per week on a continuous full-time basis.
- (b) Part-time employees shall be defined as employees scheduled to work less than thirty-five hours per week on a continuous part-time basis.
- (c) Job Share Partners are outlined as per Appendix E.

#### **11.2 Seniority Entitlement Defined**

Seniority shall mean the length of continuous service with the Employer since the last date of hire including the probationary period.

#### **11.3 Eligibility for Seniority Entitlement**

- (a) Employees shall earn but not be credited with seniority during the initial probationary period of one hundred, twenty (120) calendar days. The employer shall meet with the probationary employee every thirty (30) days to review job performance.

Upon successful completion of initial probation, an employee will be credited with seniority from the initial date of hire. Except as otherwise specified during initial probation, all other terms and conditions of this Agreement apply.

(b) In exceptional circumstances by mutual written agreement, the probationary period may be extended.

#### **11.4 Seniority Lists**

(a) On January 1st of each year, seniority lists shall be posted. There shall be one list of full-time employees and a second list for part-time employees. The seniority list shall contain the following information:

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

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

#### **11.5 Seniority Lost**

Seniority will be lost when an employee:

- (a) receives severance pay in accordance with this Agreement;
- (b) voluntarily terminates his/her employment;
- (c) is discharged for just and reasonable cause;
- (d) is on layoff for more than twelve (12) consecutive months (pursuant to Article 13.3);
- (e) he/she does not return to work on the date specified following an approved leave other than medical leave;
- (f) he/she is promoted to an excluded position.

#### **11.6 Seniority Lost (Accrual of Seniority)**

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

- (a) time lost as a result of occupational illness or injury;
- (b) non-occupational illness or injury;
- (c) leaves of absence up to a period of sixty (60) days;
- (d) maternity leave in accordance with Article 18.3;
- (e) an employee on the recall list in accordance with Article 13.3;
- (f) Union Business;
- (g) sick leave.

### **ARTICLE 12 - JOB POSTING**

#### **12.1 Notice of Job Vacancies**

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

- (b) An employee may bid on vacant positions which may involve a promotion, lateral transfer, or a lower classification.

### **12.2 Filling of Job Vacancies**

- (a) It shall be the intent of the Employer to fill job vacancies from within the bargaining unit providing employees who apply for positions have the required qualifications.
- (b) All bids on posted job vacancies shall be in writing or on a form provided by the Employer.

### **12.3 Seniority Applied to Job Vacancies**

Selections for job vacancies shall be made on the basis of ability to do the job and seniority in that order. In the event two or more employees have similar abilities, the employee with the greatest seniority shall be selected. Where the senior applicant is not selected, he/she shall upon request be given written reason for the decision.

### **12.4 Trial Period on Promotion**

- (a) When moving to a different job classification, an employee shall be allowed a trial period of up to one hundred, twenty (120) calendar days. The employer shall meet with the probationary employee every thirty (30) days to review job performance. Should the employee be considered unsuitable during the trial period, he/she shall be returned to their former position or one of equal rank. Salary shall be at the step he/she would have received by service had he/she not changed classification.
- (b) In exceptional circumstances by mutual written agreement, the trial period may be extended.

### **12.5 Job Postings**

The notice of postings shall contain the following information: Nature of position, qualifications, skills, salary rate or range.

## **ARTICLE 13 - LAYOFF AND RECALL**

### **13.1 Layoff and Recall Procedure**

Part-time employees shall be first laid off, followed by full-time employees. When layoff occurs within these categories in the bargaining unit, the employee with the least seniority shall be the first laid off.

### **13.2 Notice of Layoff**

Employees shall be given two (2) weeks' notice of layoff or notice as per the Employment Standards Act, whichever is the greater. When no notice is given employees will be paid in lieu of notice.

### **13.3 Recall Upon Layoff**

Any employee with six (6) months or more of service 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.

### **13.4 Contact Point**

- (a) An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number and address for purposes of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting his/her recall rights. Employees being recalled for work will be called between the hours of 8:30 and 10:00 a.m.
- (b) Full-time employees shall be offered recall before part-time employees based on seniority.

**13.5 Recall**

- (a) Notice of recall to an employee on the recall list shall be sent by Registered Mail to the employee's last known address. An employee on the recall list may be bypassed when the employee fails to respond without reasonable cause to the notice within three (3) working days of receiving it. A copy of the recall notice shall be given to the Union Steward.
- (b) An employee bypassed under the foregoing conditions shall be kept on the recall list for his/her remaining recall period.

**ARTICLE 14 - HOURS OF WORK AND OVERTIME**

**14.1**

- (a) Standard day shift shall be between the hours of 6:00 AM and 9:00 PM. The standard work week shall be no more than 35 hours.

Where management has determined that an adjustment in public hours is required, it will provide no less than one hundred and twenty (120) days notice to the employees.

- (b) Union and Management agree there may be opportunities to work flexible work schedules. Such schedules would be by mutual consent.
- (c) In the event it becomes necessary to change the hours and/or days of operation for the Powell River Credit Union Financial Group, the employer agrees that the work schedule will be discussed with the Joint Standing Committee. The Joint Standing Committee will make a recommendation for final approval by the Union and the employer. It will not be the intent of the Employer to work employees six (6) consecutive days. The Employer agrees with the principle of two (2) consecutive days off. Part-time employees may, upon mutual agreement, work a sixth day

**14.2 Meal Period**

- (a) A one (1) hour lunch period will be provided and taken within the three (3) hours in the middle of the regular working day. Precise time to be arranged between the Employer and the employee.
- (b) To enhance customer service and with the approval of the Employer, the meal period may be reduced to one-half (½) hour with the balance to be credited as earned time off at straight-time rates.

**14.3 Rest Period**

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

Employees shall be entitled to rest periods as follows:

- (a) two (2) to four (4) hours worked.....one (1) fifteen (15) minute rest period;
- (b) four (4) to six (6) hours worked.....two (2) fifteen (15) minute rest periods;
- (c) in excess of six (6) hours worked plus one (1) hour unpaid meal period to be scheduled pursuant to 14.2(a) and (b) above.....two (2) fifteen (15) minute rest periods.

## ARTICLE 15 - OVERTIME

### 15.1 Definitions

- (a) "Overtime" means:
  - (1) work performed by an employee in excess of 15 minutes over agreed upon standard day shift.
  - (2) work performed by an employee in excess of thirty-five hours per week.
- (b) "Straight-time rate" - means the hourly rate of remuneration.
- (c) "Time and one-half" - means one and one-half (1½) time the straight-time rate.
- (d) "Double time" - means twice the straight-time rate.
- (e) "Overtime for Part-time Employees" - means time worked in excess of thirty-five hours per week.

### 15.2 Overtime Premiums

- (a) Time worked in excess of fifteen (15) minutes of the standard day shift shall be paid for at time and one-half (1½) the employee's straight-time hourly rate for the first two (2) hours and two (2) times the straight-time hourly rate thereafter.
- (b) Time worked by an employee on the employee's scheduled day off shall be paid for at time and one-half (1½) the employee's straight-time hourly rate for the first two (2) hours and two (2) times the straight-time hourly rate thereafter.
- (c) Time worked on a Sunday shall be paid for at two (2) times the employee's straight-time hourly rate.
- (d) Time worked on a holiday provided for in Article 16, or a day in lieu of such holiday shall be paid for at two (2) times the employee's straight-time hourly rate plus one (1) day's regular pay.
- (e) If it becomes necessary to open the Powell River Credit Union Financial Group on Sundays, a mutually agreeable "letter of understanding" will be discussed by the Joint Standing Committee to address the applicable rate of pay. The Joint Standing Committee will make a recommendation for final approval by the Union and the employer.

### 15.3 Call Out

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

Overtime work must be authorized by the Manager or the employee's Department Supervisor or designate.

*Note: This is understood to mean excluded staff or as otherwise delegated.*

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, except in the case of emergency when the next available junior employee will work the overtime.

#### 15.4 Overtime Meal Allowance

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

#### 15.5 Overtime Payment

Employees who work overtime may elect to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight-time equivalent to the overtime earnings. Such accumulated time off must be scheduled prior to the end of each calendar year or it will be paid out.

### ARTICLE 16 - STATUTORY HOLIDAYS

#### 16.1

- (a) Full-time employees shall be paid as if they had worked their regularly scheduled hours for the statutory holiday.
- (b) The Employer agrees to provide all employees with the following statutory holidays without loss of pay:

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

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government. Should one (1) of the above holidays fall on an employee's normal day(s) off, the employee shall receive an additional day or days off with pay, to be taken adjacent to the employee's normal day(s) off, or at a time mutually agreed between the employee and the Employer.

- (c) The day off in lieu of a holiday which falls on an employee's normal day off must be taken within ninety (90) calendar days following the date the holiday occurred. Seniority will govern when more than the allowable number of employees request the same day off work, giving due consideration to the requirements of efficient operation of the Credit Union.
- (d) Statutory holiday pay for part-time employees shall be based on average earnings of the previous thirty (30) days worked.
- (e) Floating holidays shall be defined as equivalent of 7 hours.
- (f) In addition to the statutory holidays set out in Section 16.1 above, each year all employees shall be granted two (2) additional floating holidays, to be taken as arranged between the employee and the Employer. Part-time employees floating holidays shall be prorated and scheduled the same as full-time employees.

#### 16.2 Statutory Holiday While on Vacation

In the event any of the holidays in Section 16.1 occur during the period of an employee's vacation, an additional full day's vacation with pay shall be allowed for each holiday so occurring.

### 16.3 Eligibility for Holiday Pay

To qualify for compensation under Section 16.1 the employee, prior to the actual holiday, must:

- (a) have completed thirty (30) calendar days service with the Employer;
- (b) have worked the last scheduled working day before and the first scheduled working day following the holiday unless the absence is excused by the Employer;
- (c) be on the active payroll and not on leave of absence, disability leave, or any other leave, suspension of employment, or layoff the day on which the holiday is observed;
- (d) not have agreed to work on the holiday or without satisfactory cause have failed to report for and perform the work.

### 16.4 Premium for Work on Statutory Holiday

Employees who are required to work on a day on which they are entitled to a holiday with pay, in accordance with Section 16.3 above, shall:

- (a) be paid, in addition to the regular rate of pay for that date, a rate of one and one-half (1½) times the regular rate of pay for the time worked on that day; or
- (b) be given a holiday with pay at some other time agreed upon between each employee and the employee's department supervisor, in addition to a rate of one and one-half (1½) times the regular rate of pay for the time worked on that date.

## ARTICLE 17 - ANNUAL VACATION

### 17.1 Annual Vacation Entitlement

- (a) All employees shall be entitled to a vacation during the year in which it is earned in accordance with the schedule set out following.
- (b) For the purpose of this article, a vacation year shall be the calendar year commencing January 1 and ending December 31.
- (c) The first vacation year is the calendar year in which the employee's first anniversary falls.

### 17.2 Vacation Earnings for Partial

- (a)
  - (1) During the first partial year of service a new full-time employee will earn vacation at the rate of 10/26 of a day per pay period.
  - (2) Any unused vacation earned during the first partial year that is five (5) days or less may be carried forward into the next vacation year.
- (b) During subsequent vacation years a full-time employee will accrue their vacation by the following formula: *weeks of entitlement x 5 ÷ 26 per pay period*. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination, whichever occurs first.

### 17.3 Annual Vacation

- (a) Part-time employees shall be paid their annual vacation pay as per the Employment Standards Act.

### 17.4

No full-time employee shall take pay in lieu of taking the vacation entitlement time off.

**17.5 Vacation Entitlement**

(a) Annual vacation entitlement shall be set out as follows:

- (1) after 1 year ..... 2 weeks
- (2) after 2 years..... 3 weeks
- (3) after 5 years..... 4 weeks
- (4) after 10 years..... 5 weeks
- (5) after completion of 16 years employees will be entitled to 6 weeks.

(b) *Supplemental Vacation:*

After completing 20 or more years of full-time continuous service with the Employer, an employee shall, in addition to the regular vacation to which the employee is entitled, become eligible to receive a supplementary vacation with pay each five (5) years as set forth below. This is a benefit for full-time employees only.

<b>Weeks of Supplementary Vacation</b>	<b>Years Completed Continuous Service</b>
1 week	After 20 years
2 weeks	After 25 years

**17.6 Vacation on Termination**

Should an employee become terminated, he/she shall reimburse the Employer for any overpayment he/she may have received for holidays provided by this article.

**17.7 Vacation Scheduling**

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

- (a) employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacations in two (2) separate periods or more shall select the second (2nd) and subsequent period in order of seniority;
- (b) the Employer will post a vacation schedule by January 1st of each year, and the employees shall select their vacation periods by February 28th. All vacations so selected by this time shall be confirmed by March 15th. This clause shall not be so construed to imply that vacation not selected by February 28th is to be disallowed.
- (c) Vacation must be booked and taken off in blocks of one (1) week or more. Each employee shall have the option to book five (5) days of their vacation in blocks of less than one (1) week subject to operational considerations.
- (d) All vacation bookings are subject to operational considerations.

**17.8 Vacation Carry-Over**

Employees with fifteen (15) or more working days vacation shall be permitted to bank five (5) days and take them in the following year. Employees making use of this provision may do so except when it interferes with the scheduling of other employees regular vacation.

## ARTICLE 18 - SPECIAL AND OTHER LEAVE

### 18.1 Bereavement Leave

(a) In the case of a death in the immediate family of a full-time or part-time employee, the employee shall be granted a Bereavement Leave with pay for three (3) consecutive working days. In the case of a regular part-time employee, pay shall only be granted for day(s) falling within the three (3) consecutive days of leave of absence such employee would otherwise have worked. Employees may be granted up to two (2) additional days leave with pay if long distance travel is required to attend the funeral. Immediate family is defined as the employee's spouse, including a common-law spouse, mother, father, child, foster child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-parents, grandparents, spouse's grandparents, step children and grandchildren. Leave of absence will not be charged against paid sick leave or annual vacation.

(b) Common-law spouse includes same gender couples.

(c) Under special circumstances where leave from work is required, an employee may be entitled to leave at his/her regular rate of pay to attend a funeral as pall bearer or mourner for one day. This leave shall not be unreasonably withheld.

### 18.2 Jury Duty/Court Appearances

(a) Full-time regular employees and regular part-time employees summoned to jury duty shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty and actual work on the job in the office in one (1) day shall not exceed normal working hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of the standard day shift shall be considered overtime and paid as such.

(b) Leave for Court Appearances: The employer shall grant paid leave to employees other than employees on leave without pay who serve as witnesses in a court action provided such court action is not occasioned by an employee's private affairs. Such leave shall not exceed two (2) days per year. Upon request, a copy of the subpoena shall be supplied to the employer.

### 18.3 Maternity/Parental Leave

Leave of absence without pay in cases of maternity/parental leave shall be granted in accordance with the *"Employment Standards Act"*, or any improvement of the Act. Such leave shall not affect sick leave entitlement or seniority. All maternity leave of absence requests shall be in writing, and shall show the last day to be worked and the expected date of return to work. Employees expecting to return to work must give six (6) weeks notice of the intended date of return. A maternity/parental leave may be extended as provided in Article 18.4.

### 18.4 Special Leave Without Pay

(a) Upon written application and when the requirements of the Employer's service will permit, an employee may be granted a leave of absence, without pay, for a period of up to sixty (60) days. Under such leaves the employee shall retain and continue to accrue seniority.

(b) Such leaves may be extended for an additional period of up to sixty (60) days when approved by the Employer. Seniority will accrue during such extension.

### **18.5 Illness in Family Leave**

In case of illness, serious enough to reasonably believe that a member of the immediate family may not survive, an employee may be granted up to three (3) days leave with pay to visit the place of residence of the immediate family member. Immediate family shall be as set out in Article 18. 1. This leave shall not be unreasonably withheld.

### **18.6 Leave for Medical and Dental Care**

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

- (a) Where it is not possible to schedule medical and/or dental appointments in the Powell River area outside regularly scheduled working hours, reasonable time off for such appointments shall be permitted for full-time employees without loss of pay.
- (b) Where it is not possible to schedule medical and/or dental appointments in the Powell River area outside of regularly scheduled working hours in the case where a spouse or a dependent child of the employee requires assistance to attend medical and/or dental appointments in the Powell River area and when no one at the employee's home other than the employee can accompany them, the full-time employee shall be permitted reasonable time off without loss of pay to accompany his/her spouse or dependent child.
- (c) The Employer may request, and the employee provide, a report from a qualified medical practitioner.

### **18.7 Failure to Return From Leave**

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

### **18.8 Robbery or Hold up Leave**

In the event of a robbery or hold-up, the Employer shall provide, at no cost to the employee, access to professional counselling to employees suffering from critical incident stress, up to a maximum cost of two hundred dollars (\$200) per employee, per incident.

### **18.9 Time Off**

- (a) The Employer agrees that requests from employees for time off due to post-traumatic stress resulting directly from involvement in robbery or hold-up will be considered by the Employer for the balance of the day on which the incident occurred plus the following day without loss of pay.
- (b) Refusal of such requests will not be unreasonably withheld. The Employer and the Union agree sufficient staff must always be available to operate the branch and time off requests refused due to staffing restraints will not be considered unreasonable.
- (c) Additional time off, if required, shall be deemed sick leave under Article 19.

### **18.10 Elections**

Each employee shall be entitled to four (4) clear hours to vote in a federal or provincial election without loss of pay.

**ARTICLE 19 - BENEFIT PLANS AND SICK LEAVE****19.1**

(a) All employees, who work sixty (60) hours per month or more, shall become entitled to coverage as set out under 19.1 (b) on the first day of the month following one-hundred twenty (120) calendar days of employment. The carrier for coverage under 19.1 (b) shall be mutually agreeable to both parties. Employees not eligible for benefit coverage shall be compensated at a rate of ten percent (10%) of gross earnings over and above their appropriate rate of pay listed in Appendix A.

(b) *Benefits Program* - (Details of the benefit plans are contained in Brochures provided by the Employer).

(1) *Medical Services Plan of British Columbia*

(2) *Extended Health Care* - (includes Vision Care) - two hundred (\$200.00) - twelve (12) months, and Hearing Aids maximum of \$500.00 per lifetime.

(3) *Group Life* - Maximum coverage three hundred thousand dollars (\$300,000.00) (up to fifty-five (55) years of age - coverage is three (3) times annual salary; fifty-five to sixty-nine (55-69) years of age - two (2) times annual salary).

(4) *Dental Care (Option 3)* - Seventy-five percent (75 %) coverage by the Carrier for both parts of Plan A and B, and fifty percent (50%) by the Carrier for Plan C, see brochures.

(5) *Weekly Indemnity* - The amount of benefit is equal to sixty-six and two-thirds percent (66 2/3%) of the employee's regular salary as reported to the Carrier of the Plan. The benefit commences after the first three (3) days of disability.

(6) *Long Term Disability* - The amount of the benefit is equal to sixty-six and two thirds percent (66 2/3%) of the employee's regular salary as reported to the Carrier of the Plan and commences on the expiry of weekly indemnity benefits.

(c) The premium costs for the above plan shall be paid for as detailed below:

<b>Year</b>	<b>Employer Portion</b>	<b>Employee Portion</b>
1 <sup>st</sup>	100%	0%
2 <sup>nd</sup>	96%	4%
3 <sup>rd</sup>	92%	8%
4 <sup>th</sup>	88%	12%
5 <sup>th</sup>	84%	16%
6 <sup>th</sup>	80%	20%

**19.2 Sick Leave or Salary Remuneration**

(a) All full-time employees shall earn sick leave credits at the rate of one (1) day per month.

(b) Sick leave shall accumulate to a maximum of one hundred (100) days.

(c) Employees are entitled to use banked sick leave credits to top up wage indemnity benefits.

(d) Employees are entitled to use banked sick leave credits for necessary travel outside of Powell River or Texada Island to obtain medical treatment not otherwise available.

(e) Where a full-time employee's spouse or dependent child must attend medical or dental appointments outside the Powell River or Texada area, the employee is entitled to use sick leave credits or bank time subject to the following:

- (1) It was not possible to schedule the appointment outside regularly scheduled working hours.
- (2) As much notice as possible will be provided to the employer.
- (3) The spouse and/or dependent child requires assistance to attend said appointment.
- (4) The Employer may request an employee provide a report from a qualified medical practitioner.
- (5) Operational concerns must be addressed however requests will not be unreasonably denied.

(f) The employer may require proof of illness.

(g) Employer will not allow fractional use of banked time or sick time. Banked time or sick time must be taken in 4 hour or full day increments only.

### **19.3**

In the case of a sudden illness of an immediate family member (as defined in Article 18.1), where the employee is the only person in the home capable of dealing with the emergency, sick leave may be used by the employee to care for the family member. Proof of illness may be requested by the Employer.

## **ARTICLE 20 - SALARY POLICY**

### **20.1 Salary Schedule**

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

The steps in the salary ranges are the minimum amounts to be paid an employee in accordance with Section 20.5 of this Article and shall not be construed to mean an employee may not be advanced to the next step in his/her salary range before having the required service.

### **20.2 Pay Days**

The pay periods for all employees shall be biweekly, as reflected in Appendix A.

### **20.3 Job Descriptions**

Job descriptions are written with the intent to set forth the general duties and requirements of the job and to indicate the level of skill required and shall not be construed as imposing any restriction on the right of the Employer to create a new job or to assign duties to employees other than those specifically mentioned in job descriptions, providing always that if the assignment of such duties changes the job content sufficiently to justify a review of the job rate, the Union shall be notified and a revised rate may be negotiated between the parties. The effective date for the new rate shall be the date the job was submitted for review.

### **20.4 New Positions**

When a new position is established or the duties of an existing position are significantly changed, the Employer shall set an interim salary and category for such position and notify the Union. The Union, at

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

### **20.5 Promotion Increases**

- (a) When a full-time employee is promoted to a higher paying position he/she shall receive the minimum of the new salary range or sixty dollars (\$60) above his/her current monthly salary, whichever is greater. Part-time employees receive the prorated equivalent of the sixty dollars (\$60) for their scheduled hours of work.
- (b) An employee that is cross training in another position is not eligible for a salary increase as per Article 20.7.

### **20.6 Salary Progression**

- (a) Except as provided in paragraph (b) following, employees shall progress to each such succeeding step in the salary range for their job group in accordance with the service required to qualify for such step.
- (b) An employee placed on a step in the salary range at a point higher than they would qualify for length of service (on being hired, or promoted in accordance with clause 20.5 of this article) shall move to the next step in their salary range upon completion of six (6) months service following such a placement, subject to clause 20.6(c).
- (c) Advancement from one (1) salary step to another may be withheld due to inadequate performance under the following circumstance:
  - (1) the employee has been counselled regarding inadequate performance following his/her last job service salary increase; and
  - (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.

### **20.7 Employee Assigned to Higher Job Classification**

Any employee assigned to a higher job classification shall be paid at a higher rate, as determined by clause 20.5 of this article from the first full day of such assignment, except when the assignment is for training purposes, (training is not to exceed five (5) working days).

### **20.8 Part-time Employee Changing to Full-time**

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

### **20.9 Salary Policy**

It is recognized by both parties that there are occasions where employees may participate voluntarily in Powell River Credit Union activities. Where management deems that payment of wages would be appropriate such wages will be paid at the employee's regular straight-time hourly rate.

**ARTICLE 21 - GENERAL PROVISIONS****21.1 Employee Training**

(a) 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:

(1) establish an upgrading and/or training program when new equipment or systems are introduced;

(b) When a full-time employee completes a job related course on his/her own time, as approved in writing in advance by the Employer, the Employer will reimburse one hundred (100) percent of the cost of tuition, text, and examination cost of this course to the employee. This reimbursement will be made as follows:

- (1) fifty percent (50%) upon registration;
- (2) fifty percent (50%) upon successful completion of the course.

(c) When the Employer requests an employee to attend a Credit Union related course or courses, the Employer shall pay the full cost of registration.

(d) Time spent attending a course the Employer has requested an employee to take, shall be considered as time worked as follows:

(1) all hours actually spent in the course shall be considered as time worked and shall be paid at the employee's normal daily rate of pay.

(2) all such hours on Sundays shall be paid at time and one-half (1½) the employee's rate of pay.

(e) Where an employee is requested by the Employer to travel out of town to attend a course, all travel, meals and accommodation expenses shall be paid to the employee, in accordance with the Board of Directors policy on Staff Training. The employee shall be informed in advance of this Travel Policy.

(f) All travel time will be during regular working hours whenever possible.

**21.2 Mileage Allowance**

(a) Employees who are required to use their own vehicles on Credit Union or Insurance business shall receive thirty-eight cents (38 cents) per kilometre.

(b) Ferry costs between Powell River and Texada Island shall be paid when employees from either branch are requested to travel to the other to work.

**21.3 Employee Loans and Mortgages**

All employees shall be entitled to apply for preferred rate loans and mortgages on the following basis:

(a) The employee must have completed one (1) year of employment with the Powell River Credit Union or Powell River Insurance Services.

(b) Preferred rates are subject to continued employment.

(c) The employee must qualify for the mortgage or loan under all current normal lending policies and current normal rates.

- (d) Subject to the conditions of (a), (b) and (c) above being met:
- (1) first mortgages will be at the best member rate for the applicable term less one percent (1%) on prime residences only, maximum one hundred, fifty thousand dollars (\$150,000).
  - (2) all other lending will be at prime lending rate to a maximum of thirty-five thousand dollars (\$35,000).

#### **21.4 Employee Service Charges**

All employees who have completed their probationary period shall be entitled to one (1) personal membership account free of service charges with the exceptions of charges for NSF or overdrafts.

### **ARTICLE 22 - TECHNOLOGICAL CHANGE AND SEVERANCE PAY**

#### **22.1 Notice of Technological Change**

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.

#### **22.2 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.

#### **22.3 Termination and Recall List**

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 13.

#### **22.4 Severance Pay**

Severance pay 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.

- (a) Severance pay shall be paid to employees with one (1) year or more service who are terminated because of changes in administrative procedures, automation, consolidation, or suspension of business.
- (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 or recall.
- (c) The amount of severance pay shall be one (1) week at the employee's current regular salary for each year of service to a maximum of ten (10) weeks.

### **ARTICLE 23 - TERM OF AGREEMENT**

#### **23.1 Duration**

This Agreement shall be binding and shall remain in effect to midnight March 31, 2010.

**23.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, 2010, but in any event not later than midnight March 31, 2010.
- (b) Where no notice is given by either party prior to March 31, 2010, both parties shall be deemed to have been given notice under this Article on March 31, 2010, and there upon Article 23.3 of this Agreement applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union or his/her designate and similar notices on behalf of the Employer shall be given by an authorized officer or agent of the Employer.

**23.3 Commencement of Bargaining**

Where a party to this Agreement has given notice under Clause 23.2 of this Article, the parties shall, within fourteen (14) days after the notice was given and commence collective bargaining.

**23.4 Changes in Agreement**

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

**23.5 Agreement to Continue in Force**

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

**23.6 Effective Date of Agreement**

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on April 1, 2004.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Shawn Gullette, Chair of Labour Relations  
Board of Directors

\_\_\_\_\_  
Wendy Larkin  
Bargaining Committee Chairperson

\_\_\_\_\_  
Shehzad Somji  
Chief Financial Officer

\_\_\_\_\_  
Lorraine Allman  
Bargaining Committee Member

\_\_\_\_\_  
David B. Craigen  
Chief Executive Officer

\_\_\_\_\_  
Betty Liddle  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## APPENDIX A

## JOB CLASSIFICATION AND HOURLY WAGE RATES

Classification	Step	June 1, 2003	April 1, 2004	April 1, 2005	April 1, 2006	April 1, 2007	April 1, 2008	April 1, 2009
			3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Trainee		13.00	13.39	13.79	14.21	14.63	15.07	15.53
Group I Teller	Start	13.42	13.82	14.24	14.66	15.10	15.56	16.02
Junior Accounting Clerk (not enrolled in studies)	6 mos.	14.19	14.62	15.06	15.51	15.97	16.45	16.95
Insurance Agent (Training to be licensed)	12 mos.	14.37	14.81	15.25	15.71	16.18	16.66	17.16
	18 mos.	14.86	15.30	15.76	16.23	16.72	17.22	17.74
	24 mos.	15.33	15.79	16.26	16.75	17.25	17.77	18.30
	30 mos.	15.79	16.26	16.75	17.25	17.77	18.30	18.85
Group II: Commercial Teller	Start	14.02	14.44	14.87	15.32	15.78	16.25	16.74
FSO Deposit I	6 mos.	14.49	14.93	15.37	15.84	16.31	16.80	17.30
Accounting/Administration Clerk	12 mos.	14.97	15.42	15.89	16.36	16.85	17.36	17.88
Loans Clerk	18 mos.	15.46	15.92	16.40	16.89	17.40	17.92	18.46
Receptionist	24 mos.	15.91	16.38	16.88	17.38	17.90	18.44	18.99
Insurance Agent Level 1	30 mos.	16.40	16.89	17.40	17.92	18.46	19.01	19.58
Group III: FSO Deposits II (with Accreditation)	Start	15.03	15.48	15.94	16.42	16.91	17.42	17.94
FSO Loan I (Loan Interviewer)	6 mos.	15.64	16.11	16.59	17.09	17.60	18.13	18.67
Accounting Clerk (enrolled in Level 3 or 4 of studies)	12 mos.	15.91	16.38	16.88	17.38	17.90	18.44	18.99
Insurance Agent Level 2	18 mos.	16.33	16.81	17.32	17.84	18.37	18.93	19.49
Personal Acct Manager – Level I	24 mos.	16.78	17.28	17.80	18.33	18.88	19.45	20.03
	30 mos.	17.28	17.80	18.33	18.88	19.45	20.03	20.63
	36 mos.	17.63	18.16	18.71	19.27	19.85	20.44	21.05
Group IV: Teller Supervisor	Start	15.91	16.38	16.88	17.38	17.90	18.44	18.99
FSO Deposits III (Supervisor)	6 mos.	16.33	16.81	17.32	17.84	18.37	18.93	19.49
Accounting Clerk or Supervisor (enrolled in Level 5 or 6 of studies without Accreditation)	12 mos.	16.78	17.28	17.80	18.33	18.88	19.45	20.03
FSO Loan II (Jr. Loan Officer)	18 mos.	17.18	17.70	18.23	18.78	19.34	19.92	20.52
Insurance Agent Level 2 (Supervisor/Accreditation)	24 mos.	17.63	18.16	18.71	19.27	19.85	20.44	21.05
Personal Acct Manager – Level II (Supervisor/Accreditation)	30 mos.	18.06	18.60	19.16	19.74	20.33	20.94	21.57
	36 mos.	18.47	19.02	19.59	20.18	20.79	21.41	22.05
Group V: Accounting Supervisor (with Accreditation)		20.78	21.41	22.05	22.71	23.39	24.09	24.82
FSO Loan III (Sr. Loan Officer/Supervisory)								

\* Trainee - this is an entry training position in which an employee performs routine clerical duties under close supervision. Employee moves automatically to Start Rate of Group I Salary Range after not more than one-hundred twenty (120) working days service. This Trainee rate shall only be used where the new employee does not have previous job related experience.

**APPENDIX B**

**AUTHORIZATION FOR DEDUCTION**

I, \_\_\_\_\_ hereby authorize the Powell River Credit Union or  
(please print)

Powell River Insurance Services to deduct from the wages due to me, initiation fees, union dues and assessments and to transmit same to the B.C. Government and Service Employees' Union.

I understand that the amounts to be so deducted shall be certified by the Union, to be in effect in accordance with the Union's Bylaws to the Powell River Credit Union and Powell River Insurance Services.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness – Employer

\_\_\_\_\_  
Employee's Signature

*Note: One (1) copy to be retained by the Employer.*

*One (1) copy to be provided to the Branch Steward.*

**APPENDIX C**  
**PENSION PLAN**

The Pension Plan shall be the BC Credit Union Employees Pension Plan (January 1, 2003) and shall be a condition of employment effective the first month following completion of six (6) months' service.

All employees who were part of the Group RRSP Plan prior to January 1, 2003, have the option of transferring these funds to the BC Credit Union Employees Pension Plan.

If an employee should be laid off and placed on the recall list, they cannot withdraw full or partial funds from the Group RRSP plan until they are fully terminated.

When an employee terminates his/her employment from the Powell River Credit Union Financial Group, he/she may withdraw all of his/her own contributions, plus all of the Employer's contributions, and all interest earned from the Group RRSP plan remaining at Powell River Credit Union Financial Group. In order for this part of the Plan to be feasible, there will be no withdrawal of plan funds permitted until one (1) month after the employee terminates his/her employment (and is no longer on the recall list) subject to maturity of any current options, i.e., terms.

Continuous service of an employee on a paid leave authorized by the Employer, shall not be considered as interrupted service. Therefore, contributions by the Employer and employee will continue in the usual manner.

For employees on maternity leave, weekly indemnity or long term disability contributions will continue as per the BC Credit Union Employees Pension Plan.

Should the employee die, all monies in the Group RRSP plan will be turned over to the beneficiary of the employee once the term of the RRSP matures. Monies on deposit in variable rate options will be turned over to the beneficiary after one (1) month. Monies in the BC Credit Union Employees Pension Plan will be turned over to your beneficiary as per BC Pension legislation.

**APPENDIX D**  
**EXCLUDED POSITIONS**

General Manager/CEO  
Operations Manager  
Branch Manager  
Assistant Branch Manager  
Loans Manager  
Chief Financial Officer  
Controller  
Executive Assistant  
Manager, Marketing and Training  
Administrative Assistant  
Systems Manager  
Marketing and Research Manager  
Security Manager  
General Manager Insurance  
Insurance Branch Manager  
Certified Financial Planner  
Investment Advisor  
Manager, Business Development and Member Service  
Systems Administrator  
Corporate Board Secretary  
Manager, Deposit Services & Administration  
Manager, Wealth Management and Compliance

\*March 2004 both parties agreed that the above positions, regardless of wording, will be excluded. Any clarifications needed will be brought to Joint and Standing on an ongoing basis.

**APPENDIX E**  
**JOB SHARE PARAMETERS**

**POSITION:****EFFECTIVE DATE:****DEFINITION:**

Job sharing is a work arrangement in which two employees share the responsibility of one full-time or greater position.

**CRITERIA:**

Job sharing arrangements are when one of the partners already occupies the full-time position under consideration. In the case of a newly created full-time position being offered as job share, the most qualified, senior employee will occupy the position.

The employees must be compatible and agreeable to the intricacies of a job sharing arrangement.

The employees must be qualified to perform the same tasks as per the company job description.

The employees must understand that the actions of one employee may seriously affect the job sharing arrangement.

Job sharing in this position, is limited to two people sharing one job. To ensure that there is no loss in job continuity or information, neither employee will be scheduled to work for more than one week at a time (not including time off for vacations, holidays, sickness, etc.).

**EMPLOYEE STATUS:**

The employees participating in a job sharing arrangement are classified as regular part-time employees and qualify for any benefits normally available to those employees. Refer to the Pension and Benefits Plans Chapter of the Personnel Policy or your Collective Agreement.

**VACATION:**

Vacation pay is paid according to the same policy as for regular part-time employees. When job sharing, one employee is required to cover for the other employee when the other employee is absent. To ensure job continuity, time off must be approved in advance by the supervisor whenever possible.

**TERMINATION OF ONE EMPLOYEE IN THIS JOB SHARING ARRANGEMENT:**

If one person in the job sharing arrangement leaves the employ of the Powell River Credit Union Financial Group for any reason, the remaining incumbent may continue full-time until another job sharing partner can be found. If the remaining employee desires to continue job sharing, the current job share arrangement will be nullified and the job will be posted. Once a suitable candidate has been selected, the individuals in the new job share arrangement will each sign a new Letter of Understanding agreement. If it is deemed necessary, a side agreement of who owns the position will be drawn up. If a suitable candidate is not available, and the company requires coverage greater than full-time, the remaining incumbent will be offered the position on a temporary full-time basis until a job share candidate becomes available.

**TRAINING:**

To facilitate a job sharing arrangement, the Powell River Credit Union Financial Group may provide "refresher" or full training at the Supervisor's option. The Supervisor will determine the job qualifications.

**COVERAGE:**

All duties of this position will be shared on a three-day workweek per employee – covering Monday through Saturday.

One employee will cover for the other whenever one is absent (vacation, ill, etc.); if not available the supervisor will ascertain if coverage is available from elsewhere.

If either employee requires a day off (that they would normally work) for whatever reason, the employees would work this out between themselves (exchange days, or work for the other one) to ensure coverage. If not possible, the supervisor will ascertain if coverage is available from elsewhere.

**ENTITLEMENTS:**

Based on a three-day work week, each job share employee would be eligible for

- 1. full staff benefits
- 2. holidays (as earned on part-time basis)
- 3. sick days (\*as previously accrued, if applicable)

\*Entitlement to sick days will be addressed with each individual job share arrangement in writing. If it is identified that the job share participants qualify for accrual of sick days in the job share arrangement, then each participant will accrue a prorated sick day credit per month as per section 19.2(a) of the Collective Agreement.

Any changes or recommendations would be discussed by all parties and management on an ongoing basis.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Management

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Chief Executive Officer

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**LETTER OF UNDERSTANDING #1**

**WEEKLY INDEMNITY**

The parties agree to make a joint application to the insurance carrier of the Weekly Indemnity Plan to allow an employee to return to work on less than a full work week if so recommended by the employee's doctor and agreed to by the employer.

The parties agree that the insurance carrier may reduce the amount paid to the Employer by one-fifth (1/5) for each day the employee reports to work per week, if the employee is allowed to return to work as set out above.

**LETTER OF UNDERSTANDING #2  
PAST PRACTICES AND BENEFITS**

Past practices and benefits of the Employer shall continue unless specifically amended by this Agreement. The following practices and benefits shall continue in place:

- (1) No charge for chequing, bill payment and travellers' cheques (Golden Account).
- (2) No charge for a small Safety Deposit Box, as available. (Charges for medium and large safety deposit boxes will be according to a Prestige account)
- (3) Insurance Agency License renewal fees
- (4) Occasional use of office equipment for personal use.
- (5) Annual donation to the Powell River Food Bank in the amount of \$500 in the name of Unionized Employees of the Powell River Credit Union Financial Group.
- (6) Credit Union Mutual Funds License renewal fees if the employer requires the employee to hold the license.

A one-year period shall provide both parties an opportunity to review omissions referred to the Labour/Management Relations Committee.

**LETTER OF UNDERSTANDING #3  
SCHEDULING OF PART-TIME EMPLOYEES**

The number of part-time employees shall be kept to a minimum so as to ensure that the need for full-time employees is not reduced.

Wherever practical the scheduling of hours will be made two (2) weeks in advance.

Job postings to fill vacancies will be posted as soon as possible. If the vacancies are not to be filled or will require longer than thirty (30) days to post the Employer will supply to the stewards a written explanation.

**LETTER OF UNDERSTANDING #4**  
**AFTER HOURS BANK MACHINE SERVICING**

It is agreed that servicing of all bank machines after regularly scheduled working hours will be the responsibility of the Retail Branch on a rotational, volunteer basis with the following parameters:

1. that the employee on call be paid \$25.00 per callout to a maximum of one hour per call;
2. calls requiring more than one hour of time be deferred to the management designate;
3. scheduling of retail branch employees to be determined as follows:
  - each employee will be on call for a one week period on a one week rotational basis;
  - hours of callouts to be no later than 12 o'clock midnight and no earlier than 8:00 a.m.;
  - there be a designated alternate employee for coverage in case of illness or absence.
4. the employee designate will be supplied with a "pager" at the cost of the employer for the duration of their call shift.
5. safety of the participating employees will be considered at all times.

**LETTER OF UNDERSTANDING #5**

**SALARY PROTECTION AND DOWNWARD RECLASSIFICATION OF POSITION**

An employee shall not have his/her salary reduced by reason of:

- (1) a change in the classification of his/her position; or
- (2) placement into another position with a lower maximum salary;

that is caused other than by the employee.

When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee shall receive the full negotiated salary increases for his/her classification thereafter.

**LETTER OF UNDERSTANDING #6**  
**FLEXIBLE BENEFITS**

It is agreed to refer the issue of “*Flex Benefits*” to the Joint Standing Committee for discussion during the term of the contract.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Shawn Gullette, Chair of Labour Relations  
Board of Directors

\_\_\_\_\_  
Wendy Larkin  
Bargaining Committee Chairperson

\_\_\_\_\_  
Shehzad Somji  
Chief Financial Officer

\_\_\_\_\_  
Lorraine Allman  
Bargaining Committee Member

\_\_\_\_\_  
David B. Craigen  
Chief Executive Officer

\_\_\_\_\_  
Betty Liddle  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.