

**COLLECTIVE AGREEMENT**

**between the**

**VANCOUVER CITY SAVINGS CREDIT UNION  
(VANCITY)**

**and the**

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

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

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**ARTICLE 1 - PREAMBLE**

**1.1 Purpose of Agreement**

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

**ARTICLE 2 - UNION RECOGNITION**

**2.1 Application of Agreement**

- (a) This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the Labour Relations Code.
- (b) During the life of this Agreement where a dispute arises as to whether or not an individual is an employee within the bargaining unit, it shall first be discussed by the parties. In the event of failure to reach a satisfactory settlement it shall be dealt with pursuant to the relevant sections of the Labour Relations Code.

**2.2 Employer to Acquaint New Employees**

The Employer shall acquaint all new employees of the fact that a Collective Agreement is in effect and introduce all new employees to the branch steward, so that the branch steward may present a copy of the Collective Agreement to the new employee. This introduction shall take place during the first five (5) days of employment of all new employees.

**2.3 No Discrimination for Union Activity**

**VanCity and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to an employee's level of involvement in Union affairs.**

**ARTICLE 3 - UNION SECURITY**

**3.1 Union Dues**

All employees, both present and future, must authorize the Employer in writing, on a form set out in Appendix B, to deduct initiation fees, dues and assessments from their wages monthly and to transmit the monies so collected to the Union together with a list of employees from whom such deductions have been made, and the amount so deducted from each employee. All amounts so deducted shall be certified by the Union to be in effect in accordance with the Union's bylaws.

**3.2 Union Membership**

All employees shall, within thirty (30) days, as a condition of employment, become and remain members of the Union.

**3.3 Income Tax Records**

The Employer shall provide each employee with an accounting of deductions made under this Article 3, suitable for use as a receipt for income tax purposes.

**ARTICLE 4 - MANAGEMENT RIGHTS**

**4.1 Management Rights**

- (a) The Union recognizes and agrees that it is the exclusive function of the Employer to manage its affairs, to manage its operations in all respects, to conduct its business efficiently, to fulfil its commitments and responsibilities, to maintain and to enhance public reputation and confidence and to direct its employees to achieve the Employer's objectives.
- (b) Management retains all management rights that were hitherto exercised, and shall be exercised in future, with the exception of those management rights that are limited by this Collective Agreement.

**4.2 Statutory Powers**

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

**4.3 Exercise of Management Rights**

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 5 - UNION STEWARDS**

**5.1 Selection of Stewards**

Union stewards, selected by the Union shall be recognized by the Employer as follows:

- (a) Union Steward (who shall be the primary steward for the branch/department); and
- (b) Another Union Steward (who shall function in the absence of the primary steward).

**5.2 Notification of Representatives**

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

**5.3 Time Off for Union Business**

Stewards may, within reason, investigate and process grievances during regular working hours without loss of pay. Stewards will obtain permission from the Employer's designated representative before leaving their immediate work area. Such permission will not be unreasonably withheld. It will not be the intention of the Union to conduct stewards' meetings during normal working hours.

**ARTICLE 6 - LABOUR/MANAGEMENT RELATIONS COMMITTEE**

**6.1 Terms of Reference**

The terms of reference of the Labour/Management Relations Committee shall be to attempt to resolve all areas of concern arising out of this Collective Agreement and the collective bargaining relationship. This Committee shall attempt to anticipate and resolve all potential problems before they become a grievance.

Where application is made to the grievance procedure in Article 27 of this Agreement, the Labour/Management Committee shall no longer handle the complaint.

**6.2 Scope of Committee**

Without restricting the generality of Section 6.1, the Committee shall deal with problems flowing from the following:

- (a) occupational health and safety;
- (b) planned changes in branch operations;
- (c) the creation of new job classifications;
- (d) job training program;
- (e) job descriptions;
- (f) a special sub-committee may be established to deal with sensitive or confidential matters;
- (g) and any other provision in which the Committee is referred to in the Collective Agreement.

**6.3 Meeting of Joint Committee**

Meetings of the joint Committee shall be held twice a year in May and November. One representative per worksite, to a maximum of ten sites, may attend those meetings without loss of pay. Additional meetings may be held at the request of either party. A maximum of four employees will attend as representatives of the Union at any such additional meeting without loss of pay. Each party shall present an agenda of items to be discussed to the other party not less than five (5) days prior to each meeting.

**ARTICLE 7 - GENERAL PROVISIONS**

**7.1 Bulletin Board**

Bulletin boards will be supplied. The Union will be allowed to post notices approved by the branch steward on these bulletin boards, provided that they are not of a derogatory nature to the Employer.

**7.2 Employee's Use of Own Vehicle**

Employees who are required to use their own vehicles on Credit Union business shall receive mileage at a rate as established for all staff from time to time by **VanCity Policy**, with a minimum of **thirty-seven cents (37¢)** per kilometre.

**7.3 Correspondence Between Parties**

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

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

Manager, Labour Relations  
VanCity Centre  
183 Terminal Avenue  
PO Box 2120 Stn Terminal  
Vancouver, BC V6A 4G2

with a copy to the appropriate Branch Manager/Department Head.

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

Staff Representative

B.C. Government and Service Employees' Union  
3030 East Broadway  
Vancouver, BC V5M 1Z4

with a copy to the appropriate union steward.

#### **7.4 Notice of Resignation**

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

#### **7.5 Inclement Weather**

The Employer also agrees that if the Employer sends any employees home due to inclement weather, the employees will be sent home without loss of pay.

### **ARTICLE 8 - STRIKES, LOCKOUTS, PICKET LINES**

#### **8.1 Strikes/Lockouts**

The Employer shall not cause or direct any lockout of employees during the life of this Agreement, and neither the Union nor any representative thereof, nor any employee, shall in any way authorize, encourage or participate in any strike, walkout, suspension of work, or slow down on the part of the employee or group of employees during the life of this Agreement.

#### **8.2 Picket Lines**

It shall not be a violation of this Agreement or cause for disciplinary action or discharge of any employee, in the performance of the employee's duties, to refuse to cross a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such picket lines.

### **ARTICLE 9 - DISCRIMINATION AND SEXUAL HARASSMENT**

#### **9.1 Workplace Standards**

The parties recognize the benefit to be derived from a work environment where the conduct and/or language of all employees meets the acceptable social standard of the workplace. The parties agree to maintain such an environment.

#### **9.2 No Discrimination/No Harassment**

**The Union and the Employer recognize the right of employees to work in an environment free from any harassment because of race, national or ethnic origin, colour, religion, age, sex, marital or family status, sexual orientation, or disabilities. The Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.**

#### **9.3 Resolution**

Allegation(s) of misconduct under this Article shall, in the first instance, be dealt with by a special sub-committee of the Labour Management Relations Committee to deal with the sensitive or confidential matter. Should the efforts of the sub-committee fail to provide a resolution, either party shall be free to proceed under the appropriate legislation. Allegation(s) of misconduct referred to the sub-committee will have occurred within six (6) months of the alleged occurrence.

Allegation(s) of misconduct shall be in writing and shall specify the details of the allegation(s) including:

- name and title of the respondent;
- a description of the actions, conduct, events or circumstances involved in the allegation(s);
- the specific remedy sought to satisfy the allegation(s);
- date(s) of the incident(s);
- name(s) of the witness(es) (if any);
- prior attempts to resolve (if any).

## ARTICLE 10 - DEFINITION OF EMPLOYEES

### 10.1 Probationary Period

The probationary period for all **regular** employees in classifications up to Paygroup 1V shall be sixty (60) days actually worked; **for all employees at Paygroup V and above, the probationary period shall be one-hundred and twenty (120) days actually worked.**

### 10.2 Definition of Full-time Employee

A "*full-time*" employee shall be defined as an employee who is employed on a full-time basis.

### 10.3 Definition of Regular Part-Time Employee

A "*regular part-time*" employee shall be defined as an employee who works regularly scheduled hours or days on a continuous basis but who works less than full-time hours per week.

### 10.4 Definition of Casual Part-time Employee

A "*casual part-time*" employee shall be defined as an employee who is employed to provide extra short-term emergency help. A casual part-time employee shall not be employed to do the work that a regular part-time employee wants and is qualified to do as long as it does not interfere with the regular part-time employee's regular work schedule.

### 10.5 Number of Regular Part-time Employees

The number of regular and casual part-time employees shall be kept to a minimum to ensure that the need for full-time employees is not reduced. Any complaint as to the number of regular part-time and casual employees shall be referred to the Labour/Management Relations Committee for action before the grievance procedure is put into use. It is reasonable for the Employer to use regular part-time and casual employees for peak business periods, vacation, maternity/parental leaves and extended leaves of absence.

### 10.6 Excluded Articles for Casual Part-time Employees

Casual part-time employees shall not be included in, or covered by the provisions of Articles-**13.3 and 13.4**, 14, 15, 16, 17, 18, 21, 22, 24, and 25 (except 25.3).

## ARTICLE 11 - HOURS OF WORK

### 11.1 Hours of Work

- (a) **The normal full-time work week shall consist of five (5) days at thirty-five (35) hours per week, Monday through Saturday, with two (2) consecutive days off in each calendar week.**

(b) **The normal daily hours of work will not exceed eight (8) hours per day and will fall between:**

<b>Monday to Friday</b>	<b>7:00 a.m. to 9:00 p.m.</b>
<b>Saturday</b>	<b>8:00 a.m. to 5:00 p.m.</b>

(c) **Such hours per day to be worked consecutively broken only by the lunch period.**

(d) **No work week shall include a Sunday.**

(e) **Where operational requirements permit, staggered starting times will be assigned on a rotational basis.**

(f) **Part-time employees shall be scheduled with two (2) consecutive days off in each calendar week, but may choose to accept additional shifts which result in a schedule with non-consecutive days of rest, provided that they maintain two (2) days free of work per calendar week.**

### **11.2 Change in Scheduled Hours**

The Employer may, upon fifteen (15) days notice to the employee and steward, change the present scheduled hours of work per day, provided that those hours remain within the **normal daily hours of work**. **Notice requirements may be waived in response to extreme emergencies covered under VanCity's various Emergency Response Plans.**

### **11.3 Flexible Work Schedules**

**Provided that the operational requirements of VanCity are met, the manager and employee(s) may agree to a flexible work schedule, based on the following:**

(a) **Work schedules for full-time employees will be based on an average of seventy (70) hours biweekly.**

(b) **a full-time employee is entitled to two (2) consecutive days off in a seven (7) day period.**

(c) **Such schedule is exempt from overtime.**

(d) **no work week shall include a Sunday.**

### **11.4 Lunch Break**

A one (1) hour lunch period shall be provided and taken within the three (3) hours in the middle of the employee's shift. Precise times are to be arranged between the Employer and the employees.

### **11.5 Rest Periods**

Employees will be entitled to the following: two to five (2-5) hours worked, one (1) fifteen minute rest period without loss of pay. In excess of five (5) hours worked, two (2) fifteen minute rest periods without loss of pay.

### **11.6 Early Closing**

(a) **Should a branch close either at 1:00 p.m. or 2:00 p.m., one (1) rest period of thirty (30) minutes shall be given without loss of pay.**

(b) **In circumstances of early closure after 2:00 p.m.; where there is agreement between the Parties at the local level (i.e., management and union steward) the lunch break may be shortened and taken together with one rest period for a combined minimum period of forty-five (45) minutes. Employees**

who work in excess of five (5) hours will receive a second fifteen (15) minute rest period without loss of pay.

(c) Articles 11.4 and 11.5 do not apply to circumstances covered by Article 11.6.

### **11.7 Friday Afternoon Rest Period for Branch Employees**

Notwithstanding, Section 11.5, the Friday afternoon relief period shall be twenty (20) minutes for branch employees.

### **11.8 Job Sharing**

**Job sharing proposals can be considered in accordance with VanCity policy where:**

(a) **one of the partners proposing the job sharing arrangement already occupies the full-time position under consideration, or**

(b) **two partners propose to job share a vacant position which is at a classification level that is the same or lower than the partners' current position and both partners are qualified to do the work.**

**A detailed written job sharing proposal must be presented to the Employer for consideration.**

**Approval of the job sharing proposal is at the discretion of management.**

## **ARTICLE 12 - OVERTIME**

### **12.1 Overtime**

All time worked in excess of the standard day shift shall be paid for at time and one-half (1½) the employee's straight time hourly rate for the first two (2) hours and two times (2x) the straight time hourly rate thereafter.

### **12.2 Overtime Rates**

Time worked by an employee on the employee's scheduled day off shall be paid at time and one-half (1½) the employee's straight time hourly rate for the first two (2) hours and two times (2x) the straight time hourly rate thereafter.

### **12.3 Overtime on a Sunday**

Time worked on a Sunday shall be paid for at two times (2x) the employee's straight time hourly rate.

### **12.4 Overtime on a Holiday**

Time worked on a holiday provided for in Article 13, or a day in lieu of such holiday, shall be paid for at two times (2x) the employee's straight time rate plus one (1) day's regular wages.

### **12.5 Callouts**

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

**12.6 Authorization of Overtime**

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

**12.7 Overtime Meal**

An employee who works overtime beyond a regular shift shall **normally be provided with a meal by VanCity. In the event that a meal is not provided, the employee will be reimbursed for a receipted meal expense to a maximum of ten dollars (\$10.00). The employee shall be allowed a one (1) hour paid meal period in which to eat the meal at the employee's straight time hourly rate of pay, provided overtime is in excess of two (2) hours work. The meal period may be taken before, during, or after the overtime work, as may be mutually agreed.**

**12.8 Right to Refuse Overtime**

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

**12.9 Payment for Overtime**

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

**12.10 Time Off in Lieu of Pay**

Subject to mutual agreement between the parties, employees may opt to take time off for overtime worked in lieu of overtime pay as outlined herein. Such time off shall be the equivalent to the hours worked at the overtime rate.

**ARTICLE 13 - STATUTORY HOLIDAYS****13.1 Statutory Holidays**

(a) The Employer agrees to provide all **regular full-time** employees with the following Statutory Holidays without loss of pay:

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

(b) The Branch shall close at 2:00 pm on Christmas Eve and on New Year's Eve, provided that those days fall on a regular work day.

(c) To qualify for entitlement under Article 13.1(a) an employee must:

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

**Effective January 1, 2003** – replace 13.1(b) and 13.1(c) above, with the following:

**(b) To qualify for Statutory Holiday payment a regular part-time, and casual employee must have completed thirty (30) calendar days service with the Employer.**

**(c) Statutory Holiday payment for regular part-time and casual employees is calculated in accordance with VanCity policy and is currently based on the following:**

- (1) for employees who have worked at least fifteen (15) of the previous thirty (30) calendar days, the average of hours worked in the thirty (30) days prior to statutory holiday (exclusive of overtime), to a maximum of seven (7) hours.**
- (2) for employees who have worked less than fifteen (15) days in previous thirty days, wages earned in the thirty (30) days prior to statutory holiday divided by fifteen (15).**

### **13.2 Early Closure – Christmas Eve and New Year’s Eve**

**The Branch shall close at 2:00 pm on Christmas Eve and on New Year’s Eve, provided that those days fall on a regular work day.**

### **13.3 Floating Holiday**

In addition to the statutory holidays set out in Section 13.1(a), all employees shall be granted one (1) additional paid floating holiday to be taken as arranged between the employee and the Employer.

### **13.4 Statutory Holiday Coinciding With a Day of Vacation**

In the event any of the statutory holidays set out in Section 13.1(a) 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.

## **ARTICLE 14 - ANNUAL VACATIONS**

### **14.1 Annual Vacation**

Annual vacation shall be taken in the year in which it is earned, subject to Articles 14.7 and 14.8.

### **14.2 Entitlement During First Partial Calendar Year**

Employees commencing employment during the first partial year shall earn one and one-quarter (1¼) paid days for each month worked. **If a full-time employee’s start date is between the first and fifteenth day of the month inclusive, credit is given for a full month for the purpose of calculating vacation accrual, otherwise vacation will be calculated starting the first of the following month.**

### **14.3 Entitlement During First Full Calendar Year Up to and Including Third Full Calendar Year**

Each employee shall earn three (3) weeks paid vacation during their first, second and third full calendar year worked. Pay for such vacation shall be at the employee's current salary or six percent (6%) of gross earnings for the period in which the vacation was earned, whichever is greater.

#### **14.4 Entitlement During Fourth Full Calendar Year Up To and Including Ninth Full Calendar Year**

Each employee shall earn four (4) weeks paid vacation during their fourth, fifth, sixth, seventh, eighth and ninth full calendar year worked. Pay for such vacation leave shall be at the employee's current salary or eight percent (8%) whichever is greater.

#### **14.5 Entitlement During Tenth Full Calendar Year and Following**

Each employee shall earn five (5) weeks paid vacation during their tenth full calendar year worked and thereafter. Pay for such vacation shall be at the employee's current salary or ten percent (10%) whichever is greater.

#### **14.6 Seniority Preference in Scheduling Vacation**

Commencing January 1, 2003, employees shall select their vacation periods in order of **placement on the seniority list as outlined in Article 25.4**. Only one 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 vacation in two (2) or more separate periods shall select the second and consequential periods in order of seniority. Employees are encouraged to select their vacation periods in blocks of five (5) days or more.

#### **14.7 Vacation Banking**

Employees with more than ten (10) working days vacation shall be permitted to bank five (5) of the excess days and take them in the following year. Employees making use of this provision may do so except when it interferes with the scheduling of other employee's regular vacation.

#### **14.8 Vacation Pay Prorated**

As annual vacation is taken in the calendar year in which it is earned, vacation pay at current salary or percent of gross earnings shall be prorated based upon the hours (for part-time regular) and/or the period worked. Employees who complete only part of the year due to termination, leaves, etc. and who have taken a vacation, shall be required to reimburse the Employer for any overpayment received. Prorating shall be based upon the following:

Section 14.3	Six percent (6%)
Section 14.4	Eight percent (8%)
Section 14.5	Ten percent (10%)

#### **14.9 Bonus Vacation**

Full-time employees shall receive an additional bonus week of paid vacation leave in the year in which their 10th, 15th, 20th, 25th, 30th, 35th, 40th and 45th anniversary of continuous service falls. Part-time employees shall receive an additional two percent (2%) vacation pay in the year in which their 10th, 15th, 20th, 25th, 30th, 35th, 40th and 45th anniversary of continuous service falls.

### **ARTICLE 15 - LEAVE OF ABSENCE**

#### **15.1 Leave of Absence**

Except for leave under 15.3, 15.7 and 15.9, any leave of absence granted under this Article shall only be taken after reasonable notice is provided to the employee's supervisor. The Employer will not unreasonably withhold permission for such leave.

## 15.2 Union Business

Leaves of absence without pay will be granted to employees for the purpose of attending to Union business, providing that at least two (2) weeks notice is given and that the Employer's work requirements permit. The Employer will not unreasonably withhold permission for such leave.

## 15.3 Bereavement Leave

- (a) In case of bereavement leave in the immediate family, an employee not on leave of absence without pay, shall be entitled to special leave without loss of pay, from the date of death to and including the day after the funeral to a maximum of five (5) days. Such leave shall normally not exceed five (5) work days.
- (b) Immediate family is defined as the employee's spouse, **including common law and same sex spouses**, mother, father, son, daughter, foster children, sister, brother, mother-in-law, father-in-law, step parents, grandparents, grandchildren, sister-in-law and brother-in-law, daughter-in-law and son-in-law. The leave of absence will not be charged against paid sick leave or annual vacation.
- (c) **Compassionate leaves for up to one-half (½) day without loss of pay may also be requested to attend the funeral of a family member or friend.**

## 15.4 Jury Duty

Full-time employees and regular part-time employees summonsed 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 the purpose of establishing the basic work day. Any time worked in the office in excess of the combined total of seven (7) hours shall be considered overtime and paid as such.

## 15.5 Maternity and Parental Leave

- (a) **All regular full-time and part-time employees shall be eligible for maternity and parental leave in accordance with the Employment Standards Act.**
  - (1) A request for maternity and/or parental leave shall be in writing at least four (4) weeks before the day specified in the request, and show the last expected working date and expected date of return. Any change to the expected date of return shall be requested in writing at least four (4) weeks before the expected date of return.
  - (2) The Employer may, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
  - (3) The Employer may require the employee to provide a medical certificate certifying that the employee is medically capable of continuing to work or of returning to work.
  - (4) On return from maternity and/or parental leave, an employee shall be placed in her former position or in a position of equal rank and basic pay.
  - (5) If an employee maintains coverage for medical, extended health, group life or long term disability benefits, the Employer agrees to pay the Employer's share of these premiums.
- (b) *Seniority Rights on Re-employment*
  - (1) An employee who return to work after the expiration of her maternity and/or parental leave shall retain service credits and seniority rights accumulated prior to the maternity and/or

parental leave and shall be credited with additional service credits and seniority for the period of time covered by the maternity and/or parental leave.

(2) The employee shall be deemed to have resigned on the date upon which leave of absence without pay commenced if an application for re-employment is not made prior to the expiration of the leave or if the employee fails to return to work on the agreed to date.

(c) *Sick Leave During Pregnancy*

(1) An employee who qualified for benefits under Article 16.1(a), who becomes ill due to pregnancy and prior to entitlement to Employment Insurance benefits, may claim benefits under Article 16.1(a).

### **15.6 Special Leave Without Pay**

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

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

(c) Leave of absence will only be considered provided that all vacation entitlement and accrued days in lieu of statutory holidays have been taken.

### **15.7 Illness in Family Leave**

In the case of illness, serious enough to reasonably believe that a number of the immediate family may not survive, an employee shall be granted up to three (3) days leave without loss of pay to visit the place of residence of the immediate family member. Immediate family shall be as set out in Section 15.3 of this Article.

### **15.8 Family Responsibility Leave**

**All regular full-time and part-time employees, upon written application, may be granted up to five (5) days unpaid Family Responsibility Leave, each year, to meet responsibilities related to the care and health of close family members, as defined in Article 15.3.**

### **15.9 Doctor and Dentist Appointments**

Where a full-time employee is required to attend a doctor or a dentist appointment 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.

### **15.10 Elections**

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

### **15.11 Educational Leave**

The Employer shall grant a day off in lieu of a regular day off where the Employer requests the employee to use their regular day off for educational purposes. Travel, meal and accommodation expenses shall be paid when the employee is requested to take educational courses. Receipts must accompany claims for expenses.

### 15.12 Union/Management Bargaining

Leave of absence without pay and without loss of seniority shall be granted for a maximum of four (4) employees who are representatives of the Union on a bargaining committee for the purposes of attending meetings of the bargaining committee. Wages and benefits for these meetings will be covered by the Union. Leave of absence without loss of pay and seniority shall be granted for a maximum of four (4) employees who are representatives of the Union on a bargaining committee for the purpose of attending negotiating meetings with the Employer. The Union will cover one hundred percent (100%) of other expenses incurred during these meetings.

### 15.13 Other Religious Observances

- (a) **Employees who are members of non-Christian religions are entitled to up to three (3) days leave without pay per calendar year to observe spiritual or holy days. Such leave will not be unreasonably withheld.**
- (b) **A minimum of two (2) weeks notice is required for leave under this provision. Where operational requirements limit the number of requests that may be granted within a worksite and/or functional work group, leave requests will be granted in order of seniority.**
- (c) **Employees scheduling leave under this provision may utilize or reschedule vacation or time off in lieu of overtime or statutory holidays.**

## ARTICLE 16 - SICK LEAVE

### 16.1 Care Days

- (a) Full-time employees shall be entitled to accumulate care day credit of one (1) day for each month worked. Eligible part-time employees shall be entitled to accumulate care day credit one (1) day for each twenty-two (22) days worked. If a full-time employee's start date is between the first and fifteenth day of the month inclusive, credit is given for a full month for the purpose of calculating care day accrual, otherwise care day credit will be calculated starting the first of the following month. There is no limit on care day accrual. Unused care days will accumulate for use, until depleted, as salary replacement benefits, at one hundred percent (100%) of base salary during an approved Short Term Disability Leave. After depletion of care days, salary shall be covered at seventy-five percent (75%) of wages up to a maximum of twenty-six (26) weeks from the date of disability.
- (b) For the purposes of paragraphs (c), (d) and (e) below, care days may be used in the year in which they have been or are to be earned. Employees who complete only a part of a year due to termination of employment, leave or some other reason shall be required to reimburse the Employer for any overpayment received.
- (c) Care day credits may be used for personal illness. They may be used, no more than two (2) consecutive days at one time, to provide care to an immediate family member suffering severe illness when the immediate family member is unable to take care of him or herself and no other family member, adult resource or health care facility can provide the required emergency care. For the purpose of this use of care day credits, "*immediate family*" is defined in Article 15.3.
- (d) Care day credits may be used, no more than two (2) consecutive days at one time, to provide emergency child care for a child with whom the employee is parenting to make child care arrangements.
- (e) Care day credits may be used, no more than two (2) consecutive days at one time, to make elder care arrangements for a parent or grandparent.

## ARTICLE 17 - BENEFIT PLANS

### 17.1 Flexible Benefit Program

Employees who work more than sixty (60) hours per month are eligible to participate in the VanCity Flexible Benefit Program effective following three (3) months of employment.

Proposed changes to the Flexible Benefits Program will be presented to the **Union prior to implementation to provide the Union with an opportunity to respond to the proposed change.**

### 17.2 B. C. Medical Services Plan

All full-time and regular part-time employees who work more than sixty (60) hours per month shall become entitled to coverage under the B. C. Medical Services Plan on the first day of the month following commencement of employment. The premium cost shall be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employee.

### 17.3 Pension Plan and Group RRSP

For the former employees of the Teachers' Credit Union who have opted to remain with the Central Pension Plan, the Employer agrees to maintain, for the duration of the Collective Agreement, the Pension Plan in effect or its equivalent.

**Regular employees shall have the option of participating in a defined Pension Plan or Group RRSP offered by VanCity.**

**Any proposed changes to the Pension Plan or Group RRSP shall be discussed with the Union.**

### 17.4 Staff Account Discounts and Premiums

- (a) **Employee's will be eligible for staff account discounts and premiums in accordance with the VanCity "Staff as Members" policy.**
- (b) **Details of the "staff as members" policy are available on line to all employees.**
- (c) **Proposed changes to the "staff as members" policy will be presented to the Union prior to implementation.**

### 17.5 Retirement Package

Employees covered by the collective agreement, who meet the eligibility requirements set for all employees, may participate in any VanCity retirement package offered from time to time. Changes to the retirement package will be presented to the Labour Management Relations Committee at the time of implementation.

## ARTICLE 18 - SALARY POLICY

### 18.1 Salary Schedule

Full-time 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 range 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, in accordance with the provisions of Article 18.5(b).**

## 18.2 Transferring Into a Position Under The Collective Agreement

- (a) Notwithstanding 18.1, an employee who transfers into a position covered by this agreement and whose current rate is higher than the maximum wage rate for their classification shall remain at that wage rate until such time as the maximum wage rate for their classification exceeds their wage rate.
- (b) **An employee who transfers into a position covered by this agreement whose current rate is within the wage scale rates for their classification shall be placed at the next step above their current rate of pay.**

## 18.3 Salary Step Upon Promotion

- (a) **Upon promotion, full-time and regular part-time employees, who meet the required qualifications, will receive the greater of either the minimum of the new pay range or the closest step to four percent (4%) above his/her current salary range.**
- (b) **Employees who are appointed to a higher classification in advance of achieving the requisite qualifications shall receive ninety-five percent (95%) of the entry rate for the higher classification or his/her current salary, whichever is greater, until which time as the employee meets the job requirements. At that time, the employee will be placed on the scale of the higher classification in accordance with 18.3 (a).**

## 18.4 Salary on Promotion of Over-Scale Employees

Article 18.3 shall not apply to an employee who is promoted into a position covered by this agreement or an employee covered by this agreement whose wage rate is over-scale and red circled prior to the promotion. These employees shall be placed at **the next** step rate in the higher salary range above their current salary. An employee whose current rate is higher than the maximum wage rate for their new classification shall remain at that wage rate until such time as the maximum wage rate for their new classification exceeds their wage rate.

## 18.5 Progression to Next Salary Step

Full-time employees shall progress to each succeeding salary step for their job group as set out in Appendix A of this Collective Agreement and in accordance with (a) through (f) following:

- (a) Except as provided in paragraphs (b), (c), (d) and (f) following, employees shall progress to each succeeding step in the salary range for their job group as follows:

First 6 months:	Step 1
After 6 months at Step 1:	Step 2
After 6 months at Step 2:	Step 3
After 12 months at Step 3:	Step 4
After 12 months at Step 4:	Step 5

- (b) An employee placed on a step in their salary range at a point higher than they would qualify for length of service (on being hired, or promoted in accordance with Article 18.3 or Article 18.6), shall move to the next step in their salary range upon completion of six (6) months service following such placement, subject to paragraph (c) of this section;

- (c) Advancement from one salary step to another may be withheld where just cause due to inadequate performance can be shown under the following circumstances;

- (1) the employee has been counselled regarding inadequate performance following the employee's last job service salary increase; or

- (2) notice of intent to withhold the next service salary increase is given to the employee and the Union one (1) month prior to the date such increase is due.
- (d) When employees restore their performance, they shall be advanced to the next step in their salary range on a non-retroactive basis.
- (e) Service for the purpose of progression to the next salary step shall include all time worked and any time while on maternity or paternity leave, union leave, annual vacation, leave for sickness or disability and while receiving workers' compensation benefits.
- (f) Notwithstanding (e), an employee promoted to a new classification must be in attendance at work for at least eighty percent (80%) of the time period between his or her first and second step placement before progressing to that second step. Similarly, an employee must be in attendance at work for at least seventy percent (70%) of the time period between his or her second and third step placement before progressing to that third step. After the employee's second progression within a salary group the interval for progression to the next step shall be the applicable interval in (a) above.

### **18.6 Temporary Assignment to Higher Job Classification**

- (a) **An employee assigned to a higher job classification on a temporary basis, through the posting procedure, shall be paid at a rate, in accordance with 18.3 (a) or (b), from the first full day of such assignment.**
- (b) **When an employee is temporarily assigned to a higher classification, they shall continue to accrue service for the purpose of step increments in their regular classification. If an increment is earned during the assignment and where applicable, Article 18.3 shall be reapplied.**

### **18.7 Salary Policy on Recalls and Demotions**

Salary policy on recalls and demotions for full-time employees shall be as set out in (a) through (c) following:

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

### **18.8 Relocation to Lower Step Due to Technological Change**

Full-time employees who, for reasons of technological change, as specified in this Agreement, are placed in a position having a lower salary range than for their former position shall retain their salary until such time as the difference between the maximum for the range and their salary is removed.

## **ARTICLE 19 - SALARIES AND CLASSIFICATION**

### **19.1 Rates of Pay for Full-time Employees**

Effective **July 1, 2002**, the classifications and salaries for employees as mutually agreed, are incorporated into Appendix A of this Collective Agreement.

### 19.2 Formula for Calculating Hourly Wage Rate

To calculate the hourly wage rate for full-time and regular part-time employees, the following formula shall be applied to the monthly salary set out in Appendix A of this Collective Agreement.

*"Monthly salary x 12 divided by 1820 hours = hourly rate."*

### 19.3 Rates of Pay - Regular Part-time Employees

Regular part-time employees shall be paid as set out in Appendix A of this Collective Agreement with advancement between steps in accordance with **hours** worked, i.e. six (6) months step = 910 hours worked. Each **hour** engaged in union business pursuant to Articles 6, 15.2 and 15.12 will be counted as **an hour** worked.

### 19.4 Rates of Pay - Casual Part-time Employees

Casual part-time employees shall be paid **at Step 1 of the applicable paygroup** as set out in Appendix A of this Collective Agreement, **plus six percent (6%) vacation pay**. **Casual employees shall not receive step progressions.**

### 19.5 Profit Sharing

All bargaining unit members shall be eligible to participate in VanCity's Profit Sharing Plan, **or incentive plans, that may be in effect from time to time**, in accordance with the terms of that plan.

**Introduction of, or changes to, existing plans will be presented to the Union prior to implementation to provide the Union with an opportunity to respond to the design, implementation or amendment of these plans.**

## ARTICLE 20 - JOB DESCRIPTIONS

### 20.1 Job Descriptions

Job descriptions will be written with the intent to set forth the general duties and requirements of the job and to indicate the level of skill required. **Copies of job descriptions will be forwarded to the Union.**

### 20.2 New Positions

When a new position is established or the duties or requirements 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.

### 20.3 Position Review

**The Union may request the Employer to conduct a review of a position, where a substantial change of duties can be demonstrated. Such request must be made in writing, detailing the duties and responsibilities that do not fall substantially within those contained in the job description.**

**In the event that an agreement cannot be reached, the matter may be referred to Arbitration as provided for in this Collective Agreement.**

**ARTICLE 21 - TRAINING****21.1 New Equipment/Systems**

When new equipment or systems are introduced the Employer shall arrange any orientation training considered necessary.

**21.2 Reimbursement for Job Related Courses**

- (a) When an employee registers in a job-related course to be taken on his/her own time, as approved in advance by the Employer, the Employer will reimburse one hundred percent (100%) of the cost of this course to the employee. Reimbursement will be made following approval and proof of registration. The employee must submit proof of successful completion within three (3) months of course completion. If the employee does not successfully complete the course, course fees will be recovered from the employee at the end of the course semester.
- (b) When the Employer requests an employee to attend a Credit Union related course or courses, the Employer will pay one hundred percent (100%) of the cost upon registration.
- (c) Other courses, approved by the Employer, will be reimbursed at fifty percent (50%) of tuition.

**21.3 Child Care Expenses**

Where an employee is requested or required by the Employer to attend a course outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expenses up to fifty dollars (\$50) per day upon production of a valid receipt.

**ARTICLE 22 - TECHNOLOGICAL CHANGE****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.

**22.2 Retraining**

An employee becoming redundant due to new equipment and procedures, is eligible for retraining, based upon their ability and willingness to qualify for the operation of such new equipment or procedures or new position.

**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 24.4.

**22.4 Severance Pay**

Notice, or severance pay in lieu of notice, shall be provided in accordance with Article 24.2 and shall be due and payable to a displaced employee immediately upon termination.

**ARTICLE 23 - JOB POSTING AND PROMOTION****23.1 Posting of Job Vacancies**

Notice of job vacancies shall be posted electronically on the Employer's system for at least five (5) working days. The notice shall indicate job title, category and salary and brief outline of the duties involved.

**23.2 Applying on Vacant Positions**

An employee may apply on vacant positions which may involve a promotion, lateral transfer or a lower classification.

**Employees must also have completed six months in their current position and work location, unless they have received pre-approval from their manager to apply.**

**23.3 Intent of Employer**

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.

**23.4 Job Applications to be in Writing**

All applications on posted job vacancies shall be in writing or on a form provided by the Employer.

**23.5 Selection Basis**

- (a) Selections for job vacancies shall be made on the basis of ability, knowledge, experience, past work performance and seniority in that order.
- (b) In the event that two (2) or more employees have similar ability, knowledge, experience and past work performance the employee with the greatest seniority shall be selected.

**23.6 Trial Period**

When promoted to a higher position, an employee shall be allowed a trial period of up to sixty (60) working days if the position is in classifications in Group I, II or III and up to one hundred and twenty (120) working days if the in classifications in Group IV, V or VI. Should the employee be considered unsuitable during the trial period, she/he shall be returned to her/his former position or one of equal rank. Salary shall be at the service step paid prior to promotion or the step she/he might have achieved by service had she/he not been promoted.

**23.7 Temporary Assignment**

**When an employee assumes a temporary assignment in or outside of the bargaining unit for less than six (6) months, his/her regular position will be held for the duration of the temporary assignment. A position may be held for up to one (1) year where the Parties mutually agree.**

**ARTICLE 24 - LAYOFF AND RECALL****24.1 Layoff**

**In the event of layoff due to changes in administrative procedures, automation, consolidation or suspension of business, the employee with the least amount of seniority in the affected work unit shall be the first laid off from the work unit.**

## 24.2 Layoff Notice/Severance Pay

Regular employees shall be given notice as follows:

- (a) After three months service – one (1) weeks' notice
- (b) After one (1) year's service – two (2) weeks' notice
- (c) For each completed year of service, thereafter, two (2) weeks notice, to a maximum of sixteen (16) weeks.

Salary in lieu of notice may be provided.

## 24.3 Employee Options

- (a) Employees who have been served notice of layoff shall have the following options:
  - (1) the employee may displace the most junior employee in a position at the same or lower job level, providing the employee has the qualifications to perform the job functions satisfactorily,
  - (2) provided the employee has six (6) months service, he/she may be placed on a recall list for a period of twelve (12) months in accordance with the procedure outlined in 24.4
  - (3) an employee may opt for severance payment in lieu of notice and as calculated in Article 24.2
- (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 the employee's severance pay entitled upon termination or expiration of recall.

## 24.4 Recall Procedures

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

- (a) Notice of recall to an employee on the recall list shall be sent by registered mail to the employee's last known address. An employee on the recall list may be bypassed when the employee fails to respond to the notice **five (5)** calendar days of receiving it. A copy of the recall notice shall be **forwarded** to the **Union**.
- (b) An employee bypassed under the foregoing conditions shall be kept on the recall list for the employee's remaining recall period.

## ARTICLE 25 - SENIORITY

### 25.1 Accrual of Seniority

Seniority will be accrued based on hours worked, as well as:

- (a) time lost as a result of occupational illness or injury;
- (b) non-occupational illness or injury or sick leave;
- (c) leaves of absence, as set out in this Collective Agreement;
- (d) an employee on the recall list in accordance with Article 24;
- (e) Union business.

**A day, for the purposes of calculating seniority is considered to be seven (7) hours and will be converted accordingly for part-time employees, and for employees working a flexible work week.**

### **25.2 Casual Employees**

- (a) Seniority shall not accrue for a casual employee except where such an employee becomes a regular full-time or part-time employee and completes the probationary period as a regular full-time or part-time employee. **At that time, credit will be given for hours worked as a casual employee.**
- (b) **In any event**, no credit will be granted retroactively for any time worked prior to December 31, 1994.

### **25.3 Seniority During Probation**

Upon completion of the probationary period, seniority for full-time employees and regular part-time employees shall be back-dated to include time worked during the probationary period.

### **25.4 Seniority List**

Seniority for **regular** full-time and part-time employees, **calculated as per Article 25.1, shall be combined and on one seniority list.**

### **25.5 When Seniority Ends**

An employee's seniority shall cease where:

- (a) the employee terminates his/her employment;
- (b) is discharged and is not reinstated through the grievance or arbitration procedure;
- (c) retires from employment;
- (d) is absent due to layoff for more than twelve (12) months;
- (e) fails to return from an authorized leave from employment without reasonable cause.

### **25.6 Re-employment**

A regular employee who resigns his/her position and within sixty (60) days is re-employed as a regular employee shall be granted leave of absence without pay covering these days absent, and shall be credited with the length of service accumulated at time of termination for the purposes of benefits, provided he/she has not withdrawn his/her pension requirements. It is understood that the employee's rate of pay is set by the Employer, the employee returns on probation before re-establishing past service and that there is no cost to the Employer on reinstatement. It is understood that a reinstatement of seniority shall only apply once an employee is a successful applicant for a position within the bargaining unit.

### **25.7 Seniority During Recall Period**

An employee on layoff and placed on the recall list shall retain and accumulate seniority during the recall period.

### **25.8 Seniority During Leave of Absence**

An employee absent on any leave from employment, set out in this Collective Agreement, shall continue to accumulate seniority for the time of such leave.

## ARTICLE 26 - DISCIPLINE

### 26.1 Just Cause

The Employer has the right to discipline, suspend or discharge an employee for just cause. In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

### 26.2 Right to Have Steward Present

Should it become necessary to discuss with an employee a matter which could result in disciplinary action being taken, such discussion will be conducted in private. At the discretion of the employee, a ~~branch~~ steward shall be present. Where the employee is a Steward, she/he shall have the right to consult with a union staff representative, and to have a union staff representative present, providing that this does not result in any undue delay of the appropriate action being taken.

### 26.3 Notice

- (a) **Notice of suspension, final warning or termination shall be in writing and shall set forth the reasons for the suspension, final warning or dismissal.**
- (b) **The employee may respond in writing to the discipline and in each case the matter shall be reviewed and a note put on the file if improvement is recognized within a period of one (1) year. Upon an employee's request, a letter of discipline shall be removed from the Personnel file if no other similar infraction occurs after the expiration of eighteen (18) months.**

## ARTICLE 27 - GRIEVANCE PROCEDURE

### 27.1 Definition of a Grievance

The Parties agree that grievances may arise concerning:

- (a) differences between the Parties respecting the interpretation, application, or any alleged violation of the provisions of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal or discipline of an employee bound by this agreement.

### 27.2 Grievance Procedure

The procedure for resolving a grievance shall be the grievance procedures in this Article. The employee will continue working and utilize the grievance procedure to resolve his/her concern except where an employee acts in good faith in compliance with Section 3.24 of the B.C. Workers' Compensation Act, and in the case of dismissal or suspension.

#### (a) *Step 1*

Every effort shall be made by the employee and the employee's immediate supervisor (excluded from the bargaining unit) or the supervisor's designated representative if the supervisor is not available to resolve the grievance verbally. The employee shall have the right to have a Union steward present at such a discussion. If unresolved, an employee may, within twenty (20) calendar days from the date upon which the incident or circumstances first occurred or arose, submit a written grievance, through the Union steward, to Step 2 of the grievance process. The employee's immediate supervisor will sign and date the grievance form to confirm receipt and forward the grievance to the representative of VanCity authorized to deal with grievances at Step 2. Such form will set out:

- (1) the nature of the grievance and the circumstances from which it arose;

- (2) the article or articles of the agreement alleged to have been violated; and
- (3) the remedy or correction requested.

(b) *Step 2*

The representative designated by VanCity to handle grievances at Step 2 shall meet with the Union representative within fifteen (15) calendar days after receipt of the grievance. Following such a meeting, the VanCity representative will respond within fifteen (15) calendar days to the Union representative.

(c) *Step 3*

If the grievance is not satisfactorily resolved at Step 2, the Union representative may present the grievance in writing to the representative designated by VanCity to handle grievances at Step 3. The grievance shall be presented within fifteen (15) calendar days of receipt of the reply at Step 2. The designated representative, after meeting with the Union representative with a view to resolving the grievance, shall reply in writing within fifteen (15) calendar days from the date on which the meeting was held.

### **27.3 Policy Grievance**

Whether either Party to this Agreement disputes the application, interpretation or alleged violation of an article of this Agreement to the membership of the bargaining unit, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within thirty (30) calendar days of the occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 28 of the Agreement. This provision shall not be utilized to circumvent any mandatory provisions of the grievance procedure.

### **27.4 Dismissal Grievance**

Consistent with the Parties' desire to expedite any grievance involving a dismissal, Step 1 and/or Step 2 may be bypassed for such grievances. The twenty (20) calendar day limit for initiating a grievance will still apply.

### **27.5 Grievance Form**

Where a grievance is presented or replied to at any level of the grievance procedure, the recipient shall sign and date the grievance form.

### **27.6 Grievance by Mail**

Where it is necessary at any step of the grievance procedure to present a grievance by mail, the grievance shall be sent priority courier. The grievance shall be deemed to be received on the date of delivery to the appropriate representative of the recipient party. Similarly, a party shall be deemed to have presented a reply at any level on the date it is sent priority courier and shall be deemed to have received the reply on the date it is delivered to the appropriate representative of the recipient party.

### **27.7 Agreement or Resolution Binding**

Any agreement or resolution which is entered into by the parties at any stage of the grievance procedure is binding on the parties, their members and/or representatives, insofar as the particular grievance is concerned. Such agreement or resolution shall be in writing and signed by the Union and the Employer.

### **27.8 Extension of Time Limits**

Time limits in this Article may be extended by mutual agreement of the parties.

### **27.9 Breach of Time Limits**

Where any of the time limits specified herein are breached, the grievance shall be deemed to have been abandoned on a "*without prejudice*" basis, and cannot be re-instituted.

## **ARTICLE 28 - ARBITRATION**

### **28.1 Arbitration Board Appointment Procedure**

If the grievance is not settled pursuant to Article 27, it may then be referred within **thirty (30)** days of the decision being communicated at Step 3 to an arbitration board of three (3) persons, composed as follows:

- (a) the party desiring arbitration shall appoint a member for the board and shall notify the other party in writing of its appointment and the particulars of the grievance in dispute;
- (b) the party receiving the notice shall, within five (5) days, appoint a member to the board and shall notify the other party of its appointment;
- (c) the two (2) arbitrators, so appointed, shall confer to select a third party to be chairperson and, failing for five (5) days from their appointment to agree upon a person to act, either of them may apply to the Collective Agreement Arbitration Bureau for the Province of British Columbia to appoint a chairperson.

### **28.2 Arbitration Hearings**

The Arbitration Board shall hear the parties, settle the terms of the question to be arbitrated, and make its award within fifteen (15) days of appointment of a Chairperson, except when the time is extended by the agreement of the parties. The Board shall deliver its award, in writing, to each of the parties and the award of the majority of the Board shall be final and binding on the parties and shall be carried out forthwith.

### **28.3 Arbitration Costs**

Each party shall pay its own costs and expenses of the arbitration, the remuneration and disbursements of their appointees and one-half (½) of the expenses of the Chairperson.

### **28.4 Single Arbitrator**

As an alternative procedure to Sections 28.1, 28.2, and 28.3, the parties to this Agreement may, if it is mutually agreed to do so, agree upon a single Arbitrator as a means of settling disputes appropriate to such procedures as follows:

- (a) The party desiring arbitration under this Article will notify the other party, in writing, in accordance with the provisions of Section 28.1 above.
- (b) The parties to the dispute will thereupon meet to decide upon an arbitrator. Failing agreement on this within ten (10) days of such notice, or in the event one of the parties declines the procedure, notice of arbitration as provided in Section 28.1 above may be given by either party.

### **28.5 Single Arbitrator Procedure**

Upon agreed appointment of an arbitrator, the arbitrator shall hear the parties, settle the terms of question to be arbitrated and make an award within fifteen (15) days of the appointment or within such extended period as may be mutually agreed to by the parties to the dispute. The arbitrator shall deliver the award,

in writing, to each of the parties and shall be carried out forthwith. An arbitration award under this section shall not be subject to further procedure under Article 28 of this Agreement.

### **28.6 Expedited Arbitration**

- (a) **For the purposes of accelerating the resolution of applicable grievances, the parties may mutually agree to refer to Expedited Arbitration any matter properly processed, as a grievance, in accordance with the provisions of the grievance procedure contained in this Agreement.**
- (b) **Grievances shall be submitted to a single arbitrator as mutually agreed upon.**
- (c) **The facts of the matter in dispute shall be presented during Expedited Arbitration by a designated representative of the Union and a designated representative of the Employer.**
- (d) **The Parties agree to make use of agreed statements of fact, and to limit witnesses to the greatest extent possible.**
- (e) **The arbitrator shall hear the grievances and shall render a decision within five (5) working days of such hearings. The decision of the arbitrator shall be of no precedential value and shall not be referred to by either Party in any other proceedings.**
- (f) **Prior to rendering a decision the arbitrator may assist the parties in mediating a resolution to the grievance, which shall be “without prejudice”.**
- (g) **The Parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.**

## **ARTICLE 29 - ROBBERY OR HOLDUP**

### **29.1 Professional Counselling**

**In the event an employee requires professional counselling following a traumatic and violent event in the workplace, VanCity will make counselling services available to the employee.**

### **29.2 Time Off**

The Employer agrees that requests from regular full-time, regular part-time and casual employees for time off due to post-traumatic stress resulting directly from involvement in robbery or holdup will be considered by the Employer or the balance of the day on which the incident occurred plus the following day without loss of pay. It is understood that a WCB claim may be involved.

### **29.3 Employer's Need for Staffing**

Requests for time off shall 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.

### **29.4 Additional Time Off**

Additional time off, if required, **may** be provided by WCB coverage or sick leave.

## **ARTICLE 30 - DURATION OF AGREEMENT**

### **30.1 Duration**

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

**30.2 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 April 1, 2005 but in any event not later than midnight, April 30, 2005.
- (b) Where no notice is given by either party prior to April 30, 2005, both parties shall be deemed to have given notice under this clause on April 30, 2005, and thereupon Clause 30.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Vice-President of Human Resources or designate.

**30.3 Commencement of Bargaining**

Where a party to this Agreement has given notice under Clause 30.2, the Parties shall, within fourteen (14) days after notice was given, commence collective bargaining.

**30.4 Change in Agreement**

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

**30.5 Agreement to Continue in Force**

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

**30.6 Effective Date of Agreement**

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

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Dave Mowatt, CEO, VanCity

\_\_\_\_\_  
Sindy Sohi, Bargaining Committee Chair

\_\_\_\_\_  
Anne Stobart, Manager, Labour Relations

\_\_\_\_\_  
Laura Haug, Bargaining Committee

\_\_\_\_\_  
Ken Fuller, Acting Regional Manager

\_\_\_\_\_  
Martha Woodford, Bargaining Committee

\_\_\_\_\_  
Lorri Lochrie, Manager, Compensation

\_\_\_\_\_  
Nancy Gillis, Staff Representative

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

**APPENDIX A  
WAGE SCHEDULE**

	Increments***	Step	2002 July Rate (2.25%)*			2003 July Rate (1.75%)*		2004 July Rates (1.5%)*	
			Annual	Hourly	PT**	Annual	Hourly	Annual	Hourly
<b>Group 2</b>	First 6 mos.	1	26,073.75	14.33	15.01	26,530.04	14.58	26,927.99	14.80
Financial Services	After 6 mos. at Step 1	2	27,377.44	15.04	15.76	27,856.54	15.31	28,274.39	15.54
Representative	After 6 mos. at Step 2	3	28,681.13	15.76	16.52	29,183.04	16.03	29,620.79	16.28
Admin Clerk	After 12 mos. at Step 3	4	29,984.81	16.48	17.27	30,509.55	16.76	30,967.19	17.01
	After 12 mos. at Step 4	5	31,288.50	17.19	18.02	31,836.05	17.49	32,313.59	17.75
<b>Group 3</b>	First 6 mos.	1	28,800.76	15.82	16.58	29,304.77	16.10	29,744.34	16.34
Central Admin Officer	After 6 mos. at Step 1	2	30,159.66	16.57	17.37	30,687.45	16.86	31,147.77	17.11
	After 6 mos. at Step 2	3	31,517.54	17.32	18.15	32,069.10	17.62	32,550.13	17.88
	After 12 mos. at Step 3	4	32,876.44	18.06	18.93	33,451.78	18.38	33,953.56	18.66
	After 12 mos. at Step 4	5	34,234.32	18.81	19.71	34,833.42	19.14	35,355.92	19.43
<b>Group 4</b>	First 6 mos.	1	31,697.50	17.42	18.25	32,252.21	17.72	32,735.99	17.99
Senior Financial	After 6 mos. at Step 1	2	32,975.63	18.12	18.99	33,552.70	18.44	34,055.99	18.71
Services Rep	After 6 mos. at Step 2	3	34,253.75	18.82	19.72	34,853.19	19.15	35,375.99	19.44
Financial Services	After 12 mos. at Step 3	4	35,531.88	19.52	20.46	36,153.68	19.86	36,695.99	20.16
Coordinator	After 12 mos. at Step 4	5	36,810.00	20.23	21.2	37,454.18	20.58	38,015.99	20.89
Sr. Central Admin. Officer									
<b>Group 5</b>	First 6 mos.	1	34,765.00	19.10	20.02	35,373.39	19.44	35,903.99	19.73
Financial Services	After 6 mos. at Step 1	2	36,247.63	19.92	20.87	36,881.96	20.26	37,435.19	20.57
Officer	After 6 mos. at Step 2	3	37,730.25	20.73	21.73	38,390.53	21.09	38,966.39	21.41
Senior Admin Officer	After 12 mos. at Step 3	4	39,212.88	21.55	22.58	39,899.10	21.92	40,497.59	22.25
	After 12 mos. at Step 4	5	40,695.50	22.36	23.43	41,407.67	22.75	42,028.79	23.09
<b>Group 6</b>	First 6 mos.	1	40,900.00	22.47	23.55	41,615.75	22.87	42,239.99	23.21
Financial Services	After 6 mos. at Step 1	2	42,689.38	23.46	24.58	43,436.44	23.87	44,087.99	24.22
Advisor	After 6 mos. at Step 2	3	44,478.75	24.44	25.61	45,257.13	24.87	45,935.99	25.24
	After 12 mos. at Step 3	4	46,268.13	25.42	26.64	47,077.82	25.87	47,783.98	26.25
	After 12 mos. at Step 4	5	48,057.50	26.41	27.67	48,898.51	26.87	49,631.98	27.27
* Employees who are red-circled shall receive an equivalent lump sum Payment effective July 1st of each year of the term of the Collective Agreement									
** Rates expire on December 31, 2002. Effective January 1, 2003 statutory pay will be paid in accordance with Article 13.1 (b&c).									
*** Prorated for part-time employees in accordance with Article 19.3									

**APPENDIX B  
UNION DUES DEDUCTION AUTHORIZATION SLIP**

**UNION DUES DEDUCTION  
AUTHORIZATION SLIP**

I hereby authorize and request my Employer to deduct from my salary each pay period, an amount equal to the current dues as established from time to time by the B.C. Government and Service Employees' Union, and any other amount pursuant to the Constitution as may be levied from time to time by the BCGEU, and to pay the sum(s) described to the BCGEU.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name (please print)

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**LETTER OF UNDERSTANDING #1  
PERFORMANCE PAY PLAN**

**Effective July 1, 2002 through June 30, 2005**

**The parties agree that employees who are at Step 5 of the Salary Scale for no less than twelve (12) months prior to the commencement of the next VanCity Performance Pay Plan, shall be eligible to receive a lump sum payment in each year during the term of the Collective Agreement through the VanCity Performance Pay Plan, should such a plan be in effect within VanCity.**

**The Performance Pay Plan will be presented to the Union prior to implementation, to provide the Union with an opportunity to respond to the design, implementation, or amendment of this plan.**

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Dave Mowatt, CEO, VanCity

\_\_\_\_\_  
Sindy Sohi, Bargaining Committee Chair

\_\_\_\_\_  
Anne Stobart, Manager, Labour Relations

\_\_\_\_\_  
Laura Haug, Bargaining Committee

\_\_\_\_\_  
Ken Fuller, Acting Regional Manager

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Martha Woodford, Bargaining Committee

\_\_\_\_\_  
Lorri Lochrie, Manager, Compensation

\_\_\_\_\_  
Nancy Gillis, Staff Representative

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

**LETTER OF UNDERSTANDING #2  
Re: Vacation Pay for Part-time Employees**

The Union has brought forward the proposal to provide part-time employees with the option of receiving a percentage of gross earnings for vacation pay or paid vacation. With VanCity’s current pay system, the Employer is not administratively equipped to provide part-time employees with paid vacation days. VanCity is anticipating implementing a new Time and Attendance system which may be able to accommodate the administration of paid vacation for part-time employees.

In the event such a system is implemented the parties will revisit the Union’s request.

In the meantime, VanCity agrees to offer on a one-time basis only, part-time employees the option of continuing the current system of receiving vacation pay with each pay cheque OR accruing their vacation pay. In the event an employee opts to accrue vacation pay, he/she can request payment of accrued vacation pay once a year. Such request must be made in writing to the Payroll Department, at least ten (10) working days prior to the requested payroll date. The balance of accrued vacation pay for the year will be paid to the employee at the end of each year.

The option of vacation pay accrual will be available to employees as of January, 2003.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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George Heyman, President

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Martha Woodford, Bargaining Committee

\_\_\_\_\_  
Lorri Lochrie, Manager, Compensation

\_\_\_\_\_  
Nancy Gillis, Staff Representative

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

**LETTER OF UNDERSTANDING #3**

The parties agree to refer the review of the following classifications to the bargaining principles no later than November 15, 2002:

- all Payment Systems and Central Admin Classifications
- the Financial Services Coordinator Classification

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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George Heyman, President

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Dave Mowatt, CEO, VanCity

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Lorri Lochrie, Manager, Compensation

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Nancy Gillis, Staff Representative

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