

COLLECTIVE AGREEMENT

between the

UNION BAY CREDIT UNION

and the

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

Effective from February 1, 2002 to January 31, 2006

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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 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 Personal and Sexual Harassment in the Work Place

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

(b) Sexual harassment is defined as deliberate and/or repeated unsolicited verbal comments or physical contact of a sexual nature that are unwelcome to the recipient. Various behaviours that can be interpreted as sexual harassment include: sexually suggestive gestures, sexist jokes that embarrass, repeated offensive flirtations, advances or propositions, leering, the display of sexually offensive material, derogatory or degrading remarks directed toward members of one sex or one sexual preference group.

(c) Harassment is defined as harassment of an individual or individuals on any of the prohibited grounds of discrimination under the Human Rights Act of British Columbia or for sexual orientation, deliberate gestures, comments, questions, representations, or other behaviours that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work related purpose.

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 to furnish the shop steward with a copy of all vacancies to be filled.
- (c) The Employer agrees that all bargaining unit positions in new Branches or offices shall be filed in accordance with Article 12, 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

The Parties agree that the following positions are excluded from the bargaining unit - Chief Executive Officer (CEO), Chief Operating Officer (COO), Manager of Member Services & Marketing (MMSM) and Branch Manager (BM).

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 practised with respect to any employee for reason of membership or activity in the Union.

2.6 Recognition and Rights of Stewards

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

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

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.

2.10 Time Off For Union Business

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

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

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

To facilitate the administration of this section when leave without pay is granted, the leave shall be given 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

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

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 the duties which are performed by the classifications covered by this Agreement.

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.

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

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

4.4

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

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 names and locations of his/her stewards. The employee's immediate supervisor will introduce him/her to his/her stewards 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. This Article is subject to the right of the employees to grieve the provisions of the Agreement under Articles 8 and 9.

ARTICLE 6 - 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.
- (c) 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."
- (d) Actual direction of the office staff will be under the authority delegated by the Board of Directors to the Chief Executive Office (CEO) who, in turn, may delegate any portion of these duties and authority to others in a supervisory capacity.
- (e) 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 three (3) Union members. One of whom may be the President of the Union or his/her designate.
- (c) The Employer's Committee shall be composed of not more than three (3) management personnel, one (1) of whom may be a Director of the Credit Union.
- (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. A decision by the Union's Standing Committee must be approved by majority vote among the members of the bargaining unit to bind the Union.
- (f) The Standing Committee shall not make any decisions to alter or amend the Collective Agreement. Chairperson of the Joint Standing Committee is responsible to complete the Committee minutes and distribute with a copy to the bulletin board and shop stewards. Shop Stewards will forward minutes to the Union.

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. 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 thirty (30) days after the date:

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

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

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) ten (10) days after the Employer's decision has been received; or
- (b) ten (10) 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 twenty-one (21) days of the date on which the dismissal occurred, or within twenty-one (21) days of the employee receiving notice of dismissal. The parties agree that all dismissal grievances that are to proceed to arbitration will be dealt with expeditiously and an arbitration will take place within 6 months of the occurrence, notwithstanding any provisions of Article 8 and 9.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within twenty-one (21) days of the date on which the suspension occurred, or within twenty-one (21) days of the employee receiving notice of suspension.

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 endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

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 Act and part (b) of this clause.
- (b) Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable during the terms of the Collective Agreement, or a substitute agreed to by the parties, shall at the request of either party:
 - (1) investigate the difference;
 - (2) define the issue in the difference, and
 - (3) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

ARTICLE 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 twenty-one (21) days of the receipt or due date of the reply at the second step, of its desire to submit the difference or allegation to arbitration.

9.2 Single Arbitrator

When a party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to one of the following single arbitrators on a rotational basis subject to their availability, within ninety (90) days. In the event that none of the following arbitrators is available within ninety (90) days, then the arbitrator who is available at the earliest date shall be appointed or either party may request that a single arbitrator be appointed pursuant to the Labour Relations Act of B.C.

- (1) Don Munroe
- (2) Judy Korbin

9.3 Single Arbitrator Procedure

The arbitrator may determine his/her own procedure in accordance with the Industrial Relations Act of B.C. 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 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, and notice or pay in lieu of notice may be given in the event of such discharge at the Employer's discretion. 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 office 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 President of the Union or his/her designate 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, letters of reprimand, adverse reports or employee appraisals. 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. Upon the employee's request 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 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.

10.5 Right of Steward to Have Staff Representative Present

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

ARTICLE 11 - SENIORITY

11.1 Seniority Entitlement Defined

- (a) For the purpose of this Agreement seniority shall be based on an employee's continuous length of service. Such seniority will be calculated from the start date of employment with the Employer.
- (b) For purposes of annual vacation entitlement, seniority will be based on the total number of years of service with the Employer.

11.2 Eligibility for Seniority Entitlement

Employees shall earn but not be credited with seniority during the initial probationary period of six (6) months. 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.

11.3 Seniority Lists

- (a) On January 1st of every year, seniority lists shall be posted. The seniority list shall contain the following information:
 - (1) employee's name;
 - (2) date of seniority (prorated for part-time employees).
- (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.

11.4 Accrual of Seniority

Seniority will be accrued based on hours 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 four (4) months;
- (d) maternity leave in accordance with Article 19;
- (e) Union business;

11.5 Seniority Retained But Not Accrued

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

11.6 Seniority Lost

Seniority will be lost when an employee:

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

11.7 Regular Part-time Employees

Seniority for employees in this category shall be as follows:

- (a) they shall accrue seniority on a pro rata basis;
- (b) Regular part-time employees will be offered any available additional hours of work according to their seniority within each department.
- (c) for the purposes of layoff, regular part-time employees will be laid-off according to date of hire.

11.8 Casual Seniority Entitlement

Casual employees shall accrue seniority for each hour worked and shall include the following:

- (a) time lost as a result of occupational illness and injury;
- (b) non-occupational illness and injury;
- (c) leaves of absence with pay; and
- (d) maternity and parental leave.

11.9 Casual Seniority Lost

Seniority will be lost when a casual employee:

- (a) voluntarily terminates;
- (b) is discharged for just and reasonable cause;

ARTICLE 12 - JOB POSTING**12.1 Job Postings**

(a) Notice of all job vacancies for the Union Bay Credit Union shall be posted on a bulletin board on the Employer's premises for at least five (5) working days. All temporary vacancies sixty (60) calendar days or more due to maternity leave, approved leaves of absence, illness, shall be posted as temporary vacancies. The notice shall indicate job title, salary and a brief outline of the duties involved.

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

(c) A copy of all job postings shall be submitted to shop steward.

12.2 Filing 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 by choosing the most senior, qualified applicant for the job.

12.4 Positions Temporarily Vacant

The Employer agrees that, except in the case of emergency, an employee's work load will not be increased as a result of positions being temporarily vacant due to illness, vacation, leave of absence, or any other reason.

ARTICLE 13 - LAYOFF AND RECALL**13.1 Notice of Layoff**

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

13.2 Layoff Procedure

So as to minimize the disruption on the bargaining unit and the Credit Union and prior to laying off any employee, the Parties agree to provide the following options to affected employees:

(a) An employee affected by layoff shall choose:

(1) to fill a vacancy, at the same or lower job group, within the Unionized Branches, for which he/she is qualified; or

(2) to displace a junior employee within the Unionized Branches providing he/she is qualified to perform the job functions; or

(3) to be placed on the recall list; or

(4) to claim severance pay pursuant to Clause 13.8.

(b) The employee may request the assistance of a steward at any time during this procedure;

(c) The employee must convey his/her intent to Management within five (5) working days;

(d) The employee to be displaced will have the least overall Credit Union seniority;

(e) This procedure must be completed within two (2) weeks.

13.3 Recall Upon Layoff

Laid off employees with six (6) or more months of service 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 regular employees shall be offered recall before part-time regular employees.

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 to the notice within three (3) calendar days of receiving it. A copy of the recall notice shall be given to the Union Steward.
- (b) An employee bypassed under the foregoing conditions shall be kept on the recall list for his/her remaining recall period.

13.6 Resignation

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

13.7 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 21.

13.8 Severance Pay

An employee with one (1) year or more service who is laid off resulting from a decrease in the amount of work to be done shall receive severance pay immediately upon termination in addition to two (2) weeks notice or pay in lieu of such notice.

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 14 - HOURS OF WORK AND OVERTIME

14.1

- (a) The standard day shift shall consist of up to eight (8) hours per day between the hours of 8:00 a.m. and 8:00 p.m. The standard work week shall consist of thirty-two (32) hours.
- (b) It is agreed that the determination of the starting time of daily and weekly work schedules shall be made by the Employer, and such schedules may be changed by the Employer from time to time to suit varying conditions of business. In the event of any changes in starting and quitting times of shifts, the Employer agrees to give at least fifteen (15) days notice of any change.

(c) *Monday Opening*—In the event it becomes necessary to open the Credit Union for business on Mondays, the Employer agrees that prior to commencing Monday opening, a schedule of days off will be discussed with the Standing Committee. 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, wherever this is possible.

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) Hornby Branch employees will take a one-half (½) hour meal break, the time to be mutually agreed upon between the Employer and employees, to suit the relevant working hours.
- (c) Meal periods will only be provided for scheduled shifts in excess of five (5) hours.

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. Part-time employees will be entitled to the following:

- (a) two (2) to five (5) hours worked -- one (1) fifteen (15) minute rest period;
- (b) in excess of five (5) hours worked -- two (2) fifteen (15) minute rest periods.

14.4 Christmas Eve & New Year's Eve Closure

In the event Christmas Eve and New Year's Eve fall on a regular working day, both branches will close at 3:00 p.m. with the exception of Saturday in which case normal working hours for Saturday will prevail.

ARTICLE 15 - OVERTIME

15.1 Definitions

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

15.2 Overtime Premiums

- (a) Time worked in excess of the standard day shift shall be paid for at time and one-half (1½) the employee's straight time hourly rate for the first two (2) hours and two (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 in Article 16 shall be paid for at two (2) times the employee's straight time hourly rate plus one (1) day's regular pay or a day off in lieu of such pay. If the employee selects a day off in lieu, the day shall be mutually agreed upon by the employee and the Employer.

15.3 Call Out

An employee called back to work after having completed a regular days work, or from a regular day off, or from vacation, shall be paid at the applicable overtime premium specified in this section for a minimum of three (3) hours or for time worked, whichever is greater. Travel time to and from the employee's residence will be considered time worked.

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

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

The most senior employee in each department shall have first choice for overtime work and 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.

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) Statutory holidays shall be defined as six and one-half (6 1/2) hours.
- (b) The Employer agrees to provide all regular employees with the following statutory holidays without loss of pay:

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

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government. Should one (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) *Floating Holiday*—A floating holiday shall be established once annually, as an additional paid holiday. It is agreed that if Heritage Day is subsequently proclaimed as a statutory holiday by the Federal or Provincial Government, the floating holiday shall thereafter be established as Heritage Day.

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 days 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 and 16.5, 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; and
- (e) have worked at least fifteen (15) of the preceding thirty (30) calendar days.

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 be paid for at two (2) times the employee's straight time hourly rate plus one (1) day's regular pay or a day off in lieu of such pay. If an employee selects a day off in lieu, the day shall be mutually agreed upon by the employee and the Employer.

16.5 Statutory Holiday Falling on a Regular Day Credit Union is Closed

When a statutory holiday falls on a Monday, being a regular day when the Credit Union is closed, the staff shall not be required to work on the preceding Saturday in lieu of the statutory holiday which falls on that Monday.

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 Years

- (a) (1) During the first partial year of service a new employee will earn vacation at the rate of one (1) day for each month for which he/she earns (10) days pay to a maximum of ten (10) days pay.
- (2) Subject to Clause 17.11, any unused vacation earned during the first partial year will be paid to the employee on the final pay day of that year.
- (b) During the first and subsequent vacation years an employee will earn one-twelfth (1/12) of the annual entitlement for each month in which the employee has received at least ten (10) days pay at straight-time rates. 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

Employees during their first vacation year of service shall receive two (2) weeks paid vacation. Pay for such vacation shall be at the employee's current salary or four percent (4%) of gross earnings for the period in which vacation was earned, whichever is greater.

17.4

Employees during their second through fifth vacation year of service shall receive three (3) weeks paid vacation. Pay for such vacation shall be at the employee's current salary or six percent (6%) of gross earnings for the period in which vacation was earned, whichever is greater.

17.5

Employees during their sixth through ninth vacation year shall receive four (4) weeks paid vacation. Pay for such vacation shall be at the employee's current salary or eight percent (8%) of gross earnings for the period in which vacation was earned, which ever is greater.

17.6

Employees during their tenth through fifteenth vacation year of service shall receive five (5) weeks paid vacation. Pay for such vacation shall be at the employee's current salary or ten percent (10%) of gross earnings for the period in which vacation was earned, whichever is greater.

17.7

Employees during their sixteenth year of service and thereafter shall receive six (6) weeks paid vacation. Pay for such vacation shall be at the employee's current salary or twelve percent (12%) of gross earnings for the period in which vacation was earned, whichever is greater.

17.8 Vacation for Regular Part-time

- (a) Regular part-time employees' vacation entitlement will be calculated on the same percentage basis as for a full-time employee with the same calendar years' service in accordance with Sections 17.1 to 17.7 of this Article.
- (b) Where a regular part-time employee becomes a full-time employee, vacation entitlement shall be based on their start date.

17.9 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.

17.10 Vacation Credit on Change of Status

Employees changing from regular part-time to full-time or vice-versa, full-time employees on extended leave [over thirty (30) calendar days] without pay and employees who terminate prior to vacation being taken shall have their vacation pay prorated in accordance with the percentages provided in Sections 17.1 to 17.6 of this article.

17.11 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 instead of one (1) unbroken period may do so subject to the following:

- (a) the periods are a minimum of one (1) full week or multiples of a full week;
- (b) employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacations in two (2) separate periods shall select the second (2nd) period in order of seniority;
- (c) the Employer will post a vacation schedule by January 1st of each year, and the employees shall select their vacation periods by March 31st. All vacations so selected by this time shall be confirmed by April 15th. This clause shall not be so construed to imply that vacation not selected by March 31st is to be disallowed.

17.12 Vacation Carry-Over

Employees with two (2) weeks or more working days vacation shall be permitted to bank one (1) week of the excess and take them in the following year. Employees with two (2) weeks vacation or more, making use of this provision may do so except when it interferes with the scheduling of other employees' regular vacation.

17.13 Displaced Vacation

If an employee, who qualifies for sick leave, is on a scheduled vacation and becomes seriously ill or injured as defined by 20.2(d), then the period of vacation so displaced shall be rescheduled to a date mutually agreed to by the employee and the Employer.

17.14 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's estate.

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 regular part-time employee, the employee shall be granted a Bereavement Leave with pay for three (3) 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 and grandchildren. Leave of absence will not be charged against paid sick leave or annual vacation.

(b) Common-law spouse means a person who has been publicly represented as the spouse of an employee and who has cohabited with the employee for a period of not less than one (1) year.

18.2 Jury Duty

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 seven (7) hours shall be considered overtime and paid as such.

18.3 Special Leave Without Pay

(a) Upon written application, with two (2) days notice, and when the requirements of the Employer's service will permit, an employee may be granted a leave of absence, without pay, for a minimum of one working day.

(b) Such leaves may be extended for an additional period of up to ninety (90) days when approved by the Employer. Seniority will 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.

(d) In accordance with the Employment Standards Act, the services of an employee, who is absent from work in accordance with Articles 18.1, 18.2, and 18.3, shall be considered continuous for the purposes of vacation entitlement, medical, extended health, dental, group life, weekly indemnity and long-term disability benefit plans, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent.

18.4 Illness in Family Leave

In case of illness, serious enough to reasonably believe that a member of the immediate family may not survive, an employee shall be granted up to three (3) days leave with pay to visit the place of residence of the immediate family member. Immediate family shall be as set out in Section 18.1 of this Article 18.

18.5 Leave for Medical and Dental Care

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

18.6 Failure to Return From Leave

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

18.7 Robbery or Holdup Leave

In the event of a robbery or holdup, the Employer shall provide, at no cost to the employee, access to professional counselling to employees suffering from post-traumatic stress, per incident, as per the Extended Health Benefits.

18.8 Time Off

The Employer agrees that requests from employees for time off due to post-traumatic stress resulting directly from involvement in robbery or holdup 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.

18.9 Employer's Need for Staffing

Refusal of Special and Other Leaves 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.

18.10 Additional Time Off

Additional time off, if required, may be requested as per Article 18.3.

18.11 Elections

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

18.12 Donor Leave

An employee may be granted the necessary leave of absence without pay, for up to twelve (12) months, for the purpose of donating bone marrow or an organ. The Employer may request supporting medical documentation.

ARTICLE 19 - MATERNITY AND ADOPTION LEAVE

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this Article. Every employee who intends to take a leave of absence under this Article shall give at least four (4) weeks notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective date of approved leave shall give four (4) weeks notice of such change unless there is a valid reason why such notice cannot be given.

19.1 Maternity Leave

- (a) The employee will be granted leave for a period not longer than seventeen (17) weeks.
- (b) The period of maternity leave shall commence not earlier than eleven (11) weeks before the expected date of delivery and end no earlier than six (6) weeks following the actual date of birth unless the employee requests a shorter period.
- (c) A request for shorter period under Clause 19.1 (b) must be given in writing to the Employer at least fifteen (15) days before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.

- (d) The Employer shall, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.
- (f) Maternity may be extended for up to an additional six (6) months for health reasons where a medical practitioner's certificate is presented.

19.2 Parental Leave

- (a) Upon application, an employee shall be granted leave of absence for up to thirty-seven (37) weeks following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees shall be granted parental leave as follows:
 - (1) in the case of the natural mother, commencing immediately following the end of the maternity leave under Article 19,
 - (2) in the case of the natural father, commencing within the fifty-two (52) week period following the birth of the child,
 - (3) in the case of an adopting parent, commencing within the fifty-two (52) week period following the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

19.3 Leave Without Pay

All leave taken under Article 19 is leave without pay.

19.4 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 19.1 and 19.2 in respect of the birth or adoption of any one child shall not exceed fifty-two (52) weeks. Where an employee is granted total maternity leave under Articles 19.1 (a) and 19.1 (f) of greater than fifty-two (52) weeks, the employee shall not be entitled to parental leave under Article 19.2.

19.5 Return from Leave

- (a) On return from leave, an employee shall be placed in her former position. Where the former position does not exist, in an equivalent position.
- (b) Vacation entitlement, not vacation pay, shall continue to accrue while an employee is on leave pursuant to 19.1 or 19.2.

19.6 Benefit Plan

- (a) While on maternity or parental leave, the Employer will continue to pay the premium costs for benefit plan coverage.
- (b) Prior to proceeding on the maternity or parental leave, a written agreement will be signed to stipulate that if the employee does not return to work after such leave, the employee will reimburse the employer for the benefits paid while on such leave.

19.7 Employer May Require Employee To Take Leave

An Employer may require an employee to commence a leave of absence under Clause 18.3 where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

19.8 Sick Leave Credits

- (a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave in accordance with Article 20.2, Sick Leave.
- (b) Sick leave may be used by any pregnant employee, authorized by the receipt of a licensed physician's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition which could be harmful to pregnancy as determined by the physician's statement or report in the place of employment. She may use this leave until all danger from such disease or condition no longer exists.

19.9 Extended Child Care Leave

Upon written notification, no later than four (4) weeks prior to the expiration of the aggregate leave taken pursuant to Articles 19.1 and 19.2, an employee shall be granted a further unpaid leave of absence not to exceed one (1) year. An employee shall neither lose nor accrue seniority while on extended child care leave.

An employee wishing continued coverage under any applicable benefit plans shall pay the total premium costs while on extended child care leave.

An employee on extended child care leave shall provide the Employer with at least one (1) month's written notice of return from such leave.

ARTICLE 20 - BENEFIT PLANS AND SICK LEAVE**20.1**

- (a) All regular employees, who work sixty (60) hours per month or more, shall become entitled to coverage under the Employer's Benefits Program on the first day of the month following the six (6) month probationary period.
- (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 dollars (\$200) - twelve (12) months.
 - (3) *Group Life*—Maximum coverage five hundred thousand dollars (\$500,000) (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 B.C. Central Credit Union. The benefit commences after the first two (2) weeks 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 B.C. Central Credit Union and commences on the expiry of weekly indemnity benefits.

(c) The premium costs for the above Plans shall be fully paid by the Employer.

(d) *RRSP*—The Employer agrees to maintain for the duration of this Agreement the RRSP in effect or its equivalent. Any changes to the RRSP shall be discussed with the Union (see Letter of Agreement).

20.2 Sick Leave or Salary Remuneration

(a) The Employer agrees that where illness or injury prevents attendance at work an employee who works sixty (60) or more hours per month will maintain their basic pay in accordance with the terms of the Article.

(b) In each instance of illness or injury, the Employer will continue to pay eligible employees up to ten (10) working days or until Weekly Indemnity Benefits are triggered, whichever occurs first. Further, where Weekly Indemnity Benefits are triggered, the Employer shall enhance the salary insurance benefits to 100% of basic salary in the following manner:

(1) for a period of eighty (80) work days in the case of a full-time employee or until Weekly Indemnity Benefits cease or until Long Term Disability Benefits are triggered, whichever occurs first;

(2) for a period of forty (40) work days in the case of eligible part-time employees or until Weekly Indemnity Benefits cease or until Long Term Disability Benefits are triggered, whichever occurs first.

(c) In the case of a sudden illness of a child 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 child. Proof of illness as provided for in Section 20.2(d) may be requested by the Employer.

(d) The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

(1) a medical practitioner qualified to practice in the province of B.C.; or

(2) the consulting physician to whom the employee is referred by the medical practitioner in (1) above, providing medical evidence of the employee's inability to work in any of the following circumstances:

(i) where it appears that a pattern of consistent or frequent absence from work is developing; or

(ii) where the employee has been absent for three (3) consecutive days of work.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

ARTICLE 21 - SALARY POLICY

21.1 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 21.5 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.

21.2 Paydays

The pay periods for all employees shall be monthly, as reflected in Appendix A and B, with a provision for a mid-month advance.

21.3 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 local 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.

21.4 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.

21.5 Promotion Increases

When an employee temporarily substitutes or is promoted to a higher position he/she shall receive the minimum of the new salary range or the closest step to eight percent (8%) above his/her current salary, whichever is greater but not higher than the current incumbent.

21.6 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 Section 21.5 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 Section 21.6(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.

21.7 Employee Assigned to Higher Job Classification

Any employee assigned to a higher job classification shall be paid at a higher rate, as determined by Section 21.5 of this article from the first full day of such assignment, except when the assignment is for training purposes. Where employees temporarily assume additional responsibilities without an actual change in classification, the Union and the Employer shall meet to decide if the added responsibilities are sufficient to change the job level and if so, shall set a new salary level.

21.8 Part-time Employee Changing to Full-time

A regular part-time employee who becomes a 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.

21.9 Salary Policy on Recalls & Demotions

(a) Employees recalled to their former position or to a position having the same salary range shall receive the current rate for the step in the salary range which they held at the time of layoff.

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

(c) An employee who transfers to a position in a lower salary range for reasons ascribable to the employee, shall be paid a salary in accordance with Section 21.9(b).

21.10 Salary Protection

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

ARTICLE 22 - GENERAL PROVISIONS

22.1 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;

(2) provide at least one (1) bargaining unit member trained and qualified to perform all bargaining unit positions in excess of the incumbent(s).

(3) Training will be provided on the basis of seniority, with a rotation amongst the interested employees.

(b) When an employee completes a job related course on his/her own time, as approved in advanced by the Employer, the Employer will reimburse one hundred percent (100%) of the 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 travelling to the course shall be considered as time worked and shall be paid at the employee's normal daily 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 accommodations shall be reimbursed to the employee upon submission of receipts. Child care expenses in excess of what the employee would normally pay, for a regular shift, shall be reimbursed.

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

22.2 Mileage Allowance

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

22.3 Employee Loans & Mortgages

(a) *Conditions*—While employed, employee loans will be subject to standard loan terms and conditions in place for all Credit Union members and, in addition, the following terms and conditions apply. Except for favourable interest rate adjustments in some cases, existing loans are grandfathered and remain unchanged.

(b) *Employee Personal Loans and Lines of Credit*—So long as a loan may be approved by the Credit Union, the Credit Committee or the Conduct Review Committee and the Credit Union is not prohibited doing so by the Financial Institutions Act or Regulations, the Credit Union will advance personal loans and lines of credit up to the maximum amounts allowed by the Financial Institutions Act or Regulations, the Credit Union's Bylaws or the Credit Union's policies.

- (1) Personal Loans and Lines of Credit will be available at the B.C. Prime Rate less one-half percent (1/2%) for the term of the loan.
- (2) When an employee is no longer an employee of the Credit Union the interest rate will be cancelled and the rate adjusted to the rate of interest in effect on the loan agreement.
- (3) Personal Loans for the purpose of computer purchase or upgrade will be available interest free, up to \$3,000 for a term not to exceed thirty (30) months.

(c) *Employee Mortgage Loans*—So long as a mortgage may be approved by the Credit Union, the Credit Committee or the Conduct Review Committee and is not prohibited from doing so by the Financial Institutions Act or Regulation, the Credit Union will advance Personal Residential Mortgages to the maximum amounts allowed by the Financial Institutions Act or Regulations, the Credit Union's Bylaws or the Credit Union's Policies.

(1) Residential Mortgages will be available at the Credit Union's posted prime residential mortgage rate less one-half percent (1/2%) or the agent rate, whichever is less, for the term selected by the employee.

(2) When an employee is no longer an employee of the Credit Union the interest rate will be cancelled and the rate shall revert to the rate of interest stated in the mortgage agreement or the most current renewal.

22.4 Employee Deposits

Employees' RRSP Term Deposits or Investments with UBCU will be given the best rate as per the Credit Union Agent Rates plus one quarter of one percent (1/4%) or the UBCU posted rate plus one quarter of one percent (1/4%), whichever is greater.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 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.

The notice will include:

- (a) The anticipated date(s) on which the Employer plans to effect change(s).
- (b) The location(s) and number(s) of employees likely to be directly affected.

23.2 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.

ARTICLE 24 - CASUAL EMPLOYEES

24.1 Casual Employee Defined

All employees hired to work other than regular full-time or regular part-time, to provide relief for vacations, all leaves of absence, extra short-term emergency help and peak periods of business. It is agreed that the number of casual employees shall be kept to a minimum so as to ensure that the need for full-time employees is not reduced. A casual employee shall not be employed to do work that a regular part-time employee wants and is qualified to do.

24.2 Conversion of Casuals

Casual employees who work an average of sixty (60) hours per month or more for a twelve (12) month period shall be converted to regular status.

24.3 Casual Employees Hourly Rate

Casual employees shall be paid as set out in the wage appendices of this Collective Agreement, and shall be paid eight percent (8%) in lieu of benefits as outlined in the Collective Agreement and in addition holiday pay as per the Employment Standards Act.

24.4 Layoff and Recall

- (a) Casual employees shall be recalled for available work in order of seniority.
- (b) Casual employees shall be laid off in reverse order of seniority.

24.5 Leave of Absence

Casual employees shall be entitled to three (3) weeks leave of absence without pay per calendar year and without loss of seniority.

ARTICLE 25 - OCCUPATIONAL HEALTH AND SAFETY

No employee shall be disciplined for refusal to work on an assignment which, in the opinion of a steward and following discussion with the representative of the Employer, does not meet the standards established pursuant to the Workers' Compensation Act.

Where an employee acts in compliance with Section 8.24 of the Workers' Compensation Board Industrial Health and Safety Regulations, he/she shall not be subject to disciplinary action.

ARTICLE 26 - TERM OF AGREEMENT

26.1 Duration

This Agreement shall be binding and shall remain in effect to midnight January 31, 2006.

26.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after October 1, 2005, but in any event not later than midnight January 31, 2006.
- (b) Where no notice is given by either party prior to January 31, 2006, both parties shall be deemed to have been given notice under this Article on January 31, 2006 and there upon Article 26.3 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.

26.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 26.2 of this Article, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

26.4 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.

26.5 Agreement to Continue in Force

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

26.6 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on February 1, 2002.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Bryan Fisher, CEO

Dianne Jager, Bargaining Committee

Karrie Lee, MMSM

Cindy Thomson, Bargaining Committee

Sharon McGarvey, COO

Betty Liddle, Staff Representative

Dated this _____ day of _____, 2003.

**APPENDIX A
SALARIES**

1. Effective February 1, 2002, general wage increase - 2%
2. Effective February 1, 2003, general wage increase - 2%
3. Effective February 1, 2004, general wage increase - 2%
4. Effective February 1, 2005, general wage increase - 2%

Classifications	Step	February 1, 2002 (2%)	February 1, 2003 (2%)	February 1, 2004 (2%)	February 1, 2005 (2%)
Trainee*		12.03	12.27	12.52	12.77
Group I:	<i>6 mos.</i>	12.90	13.16	13.42	13.69
Teller	<i>18 mos.</i>	14.27	14.56	14.85	15.15
Member Service Rep I	<i>30 mos.</i>	15.15	15.45	15.76	16.08
Group II:	<i>Start</i>	13.86	14.14	14.42	14.71
Head Teller	<i>18 mos.</i>	15.07	15.37	15.68	15.99
Member Service Rep II	<i>30 mos.</i>	15.86	16.18	16.50	16.83
Accounting Admin Clerk	<i>42 mos.</i>	17.07	17.41	17.76	18.12
Group III:	<i>Start</i>	14.96	15.26	15.57	15.88
Member Service Rep III	<i>18 mos.</i>	16.27	16.60	16.93	17.27
	<i>30 mos.</i>	17.14	17.48	17.83	18.19
	<i>42 mos.</i>	18.42	18.79	19.17	19.55

**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 1 Salary Range after not more than six (6) months' 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 Union Bay Credit Union to
(please print)
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 Union Bay Credit Union.

Date

Witness - Employer

Employee's Signature

*Note: One (1) copy to be retained by the Union Bay Credit Union
One (1) copy to be provided to the Branch Steward*

LETTER OF AGREEMENT NO. 1
REGISTERED RETIREMENT SAVINGS PLAN

The Employer agrees that the Union Bay Credit Union will provide a variable rate Registered Retirement Savings Plan (RRSP) that will be administered on the following basis:

- (a) Participation shall be available and mandatory for all full-time and part-time employees who work sixty (60) or more hours per month.
- (b) The Employer shall contribute an amount equal to:
 - (1) Effective February 1, 1993, - four percent (4%) of gross earnings into the RRSP monthly;
 - (2) Effective February 1, 1995 - six percent (6%) of gross earnings into the RRSP monthly.

Employees eligible under (a) above shall match the Employer's contributions.

(c) Each individual employee may elect to transfer all or part of the funds from the variable program to any locked in guaranteed term as provided for our general membership. Upon maturity, an employee may elect to transfer back to the variable rate program, renew to the existing term or choose a new term, both of the latter at current member rates.

(d) In the event of termination, as a result of resignation, an employee may request in writing from the Union Bay Credit Union that the redemption of an existing locked in term be made, and as such the Union Bay Credit Union will agree to surrender the funds as requested with the applicable penalty, if not held to maturity. Such application for surrender of funds will be subject to the normal notice requirements of five (5) working days. Employees dismissed shall incur no withdrawal penalty.

(e) There will be a six (6) month waiting period for new employees to the Union Bay Credit Union system, and employees will not be eligible to receive an Employer contribution or to make employee contributions under the terms and conditions of this Agreement until concluding the probationary period.

(f) If an employee is transferring from another Credit Union wherein they are presently eligible for pension, as the law provides, we will permit the transfer by roll over of their existing pension scheme to our existing plan and contributions from the Employer and the employee will commence immediately to insure the continuance of their pension program.

(g) When the Employer is contributing to the benefit of the employee, vesting, or the right to all money, plus accrued interest is two years.

(h) Unless ruled illegal by the income tax department contributions to the credit of the employee, both on behalf of the employee and the Employer, will be deemed to be locked in by agreement of the employee and the Employer, and will not be eligible for withdrawal until the termination of the said employee. Upon termination, five (5) working days notice must be given before withdrawal.

(i) In the event of a roll over, an employee may elect at the time of transfer to withdraw, in whole or in part, funds which were made up solely of the employee contributions from a previous Employer. The election will be available only once at the time the roll over funds are received and may be transferred to the control of the individual employee outside of the group RRSP program.

(j) The Employer will establish the normal retirement age at sixty-five (65) years of age.

LETTER OF UNDERSTANDING #1

The following past practices of the Credit Union shall continue in place during the term of this Agreement:

1. Coffee and tea supplies;
2. Toaster, fridge and other equipment;
3. Free chequing and service charges;
4. Reduced rate on safety deposit boxes (Gold Age rate).

**LETTER OF UNDERSTANDING #2
JOB SHARING**

- (a) Job Share Proposals are intended to allow two (2) employees to share the duties of one (1) full-time position.
- (b) Job Share Proposals may be considered where one of the partners proposing the job sharing arrangement already occupies the full-time position under consideration.
- (c) The Job Share Proposal shall be in writing, signed by both partners, outlining the following:
 - (1) information on the qualifications and experience of the partners;
 - (2) a description of how the duties, responsibilities and work hours are to be shared;
 - (3) the methods the partners will use to communicate with each other, members, co-workers and supervisors;
 - (4) a system for prioritizing workloads and how that will be communicated to each other;
 - (5) proposed schedule including start date and hours of work for each partner.
- (d) The Employer and the Union may approve a Job Share Proposal on a trial basis. However, the parties are not obligated to approve any Job Share Proposal and a decision to deny any Proposal is not grievable.
- (e) Either of the job share partners may terminate any job share arrangement after providing twenty (20) working days' notice.
- (f) If termination of the Job Share Proposal occurs all parties affected shall return to their former positions and rates of pay.
- (g) The rate of pay for the job share partners will be according to the steps within the wage grid, Appendix A.
- (h) *Benefits:*
 - (1) Vacation entitlement will be on the same basis as that set out for part-time employees under Clause 17.8 of the Collective Agreement.
 - (2) The employees will receive benefits as per Article 20 provided they meet the entitlement requirements.
 - (3) Statutory holiday pay will be calculated for the full-time position and prorated based on the hours each job share partner works.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Bryan Fisher, CEO

Dianne Jager, Bargaining Committee

Karrie Lee, MMSM

Cindy Thomson, Bargaining Committee

Sharon McGarvey, COO

Betty Liddle, Staff Representative

Dated this _____ day of _____, 2003.