

**COLLECTIVE AGREEMENT**

**between the**

**COMOX VALLEY CREDIT UNION  
(Courtenay, Comox and Ryan Road Branches)  
and  
COMMUNITY FIRST INSURANCE SERVICES LTD.  
(Courtenay and Comox Locations)**

**and the**

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

**Effective from February 1, 2003 to January 31, 2007**

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## ARTICLE 1 - PURPOSE

### 1.1 Purpose of Agreement

(a) The purpose of the Agreement is to maintain a harmonious relationship between the Employer and its employees, to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Employer and its employees and in recognition whereof the parties hereto covenant and agree as follows.

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

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. Any new provision so negotiated shall not be intended to circumvent the intention of the legislation.

### 1.3 Conflict with Employer Policies

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

### 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, physical handicap, nor by reason of membership or activity in the Union except where such discrimination is based upon a bona fide occupational requirement.

### 1.5 Discrimination and Harassment

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

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

#### (a) *Sexual Harassment*

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

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

- (ii) When submission to or rejection of such conduct is used as a basis for employment;
  - (iii) When such conduct has the purpose or effect of interfering with an individual's employment;
  - (iv) When such conduct creates an intimidating, hostile or offensive working environment for employees;
- (2) Sexual harassment may occur between people, both individually and in groups, of the same or different status within the workplace, and both women and men may be the subject of sexual harassment by members of either sex. Thus, sexual harassment may occur in a variety of ways; for example, sexual harassment of an employee by an employee. Behaviour not directed toward soliciting sexual activity may also be considered sexual harassment. Such behaviours include but are not limited to:
- (i) inappropriate sexually suggestive language, innuendoes, jokes, body language, leering, unwanted touching;
  - (ii) persistent unwanted questions or comments of a sexual nature;
  - (iii) inappropriate display of sexual pictures or materials;
  - (iv) physical threat, physical assault, and physical intimidation, including unwanted touching.
- (3) While sexual harassment may occur around the study of topics of a sexual nature, within itself is not considered harassment.
- (b) *Personal Harassment*
- (1) Personal harassment is defined as offensive comments and/or actions that, by a reasonable standard, create an abusive or intimidating work environment. Comments or actions that serve a legitimate, work-related purpose shall not be deemed to constitute personal harassment under this article.
- (2) Examples of personal harassment include, but are not limited to:
- (i) Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting, pinching, and punching;
  - (ii) When a person who supervises, or is in a position of authority, exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate;
  - (iii) Implied or expressed threat of reprisal, or denial of opportunity for refusal to comply with a request which serves no legitimate work-related purpose;
  - (iv) Display or distribution of pictures, posters, calendars, objects, literature or other materials that are racist or, that are, by a reasonable standard, considered derogatory to a particular person or group of persons.

**Procedures for Resolving any Alleged Violation of this Clause**

(a) If there is an allegation of harassment, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within 30 (thirty) days of the alleged occurrence. The supervisor/manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 (thirty) days of the issue being raised by the employee. The supervisor/manager will discuss the proposed resolution with the employees directly involved. The employees directly involved may have a steward present during these discussions.

(b) If the proposed resolution is not acceptable, the complainant may refer the matter through the Union, in writing, to the CEO of Comox Valley Credit Union or their designate within 30 (thirty) days of receiving the supervisor's/manager's response or when the response was due. The written statement will provide full particulars of the allegation including:

- the name(s) of individual(s) involved; and
- the specific actions and dates of the alleged occurrence; and
- the remedy sought; and
- an outline of the steps which have been taken to resolve the matter in (a) above.

These particulars will form the basis of the CEO's consideration and/or investigation and will be those which are placed before a Mediator/Arbitrator (mutually agreed upon) should the matter proceed pursuant to (d). The CEO shall provide the accused with a copy of the complaint.

(c) The CEO or their designate will acknowledge, in writing, receipt of the written statement, including the particulars, and when required, will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved in the allegation shall be advised in writing of any proposed resolution or other response within 30 (thirty) days of providing notice to the CEO.

(d) Where the matter is not resolved pursuant to (c), the Union may refer the matter to a Mediator/Arbitrator within 30 (thirty) days of receiving the CEO's response or when the response was due.

The Mediator/Arbitrator shall hear and determine any dispute between the Parties over interpretation, application or any alleged violation of this clause. The Mediator/Arbitrator will review the written statement and the CEO's response prior to setting the case down for hearing to determine if there is a basis for the complaint. If there is no basis for the complaint or there are insufficient particulars, the Mediator/Arbitrator will dismiss the case.

Hearings shall be conducted so as to give those involved a fair hearing. The Mediator/Arbitrator may admit any evidence deemed necessary or appropriate. The Mediator/Arbitrator may:

- (1) make findings of fact;
- (2) decide if, based on the facts, harassment has occurred;
- (3) attempt to mediate a resolve;
- (4) dismiss the complaint.

The decision of the Mediator/Arbitrator shall be final and binding and consistent with the terms of the Collective Agreement.

(e) Where the complaint is found to be frivolous, vindictive or vexatious, the Employer may take appropriate action which may include discipline, up to and including termination.

(f) Pending the determination of the complaint, the CEO may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

(g) Employees involved in the handling of a complaint shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the Union and the Employer will be made aware of all or part of the proceedings on a "need to know" basis.

(h) Nothing in this Article is intended to preclude any employee from following any alternative complaint procedure under the collective agreement or the B.C. Human Rights Code or from initiating any other proceedings in law.

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

### **2.1 Bargaining Agent Recognition**

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

### **2.2 Bargain Unit Defined**

(a) The bargaining unit shall comprise of all employees included in the certificate issued by the Labour Relations Board.

(b) The Employer agrees that all bargaining unit positions in new Branches or offices of the Credit Union shall be filled 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 of the Credit Union for a period of sixty days.

### **2.3 Excluded Positions**

(a) The parties agree that the positions listed in Appendix C are excluded from the bargaining unit; and

(b) New positions created by the Employer, following the date of signing of this agreement, shall be included in the bargaining unit unless excluded by mutual agreement of the parties or by the Labour Relations Board.

### **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 two stewards in each branch to represent employees.

(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 or immediate supervisor before leaving their immediate work area. Such permission will not be unreasonably withheld.

## **2.7 Employer and Union to Acquaint New Employees**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect. A new employee shall be advised of the name and location of his/her steward. The Employer will introduce him/her to his/her steward who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular hours, without loss of pay, for thirty (30) 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.

## **2.8 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.

## **2.9 Right of Refusal to Cross Picket Lines**

It shall not be a violation of this Agreement nor cause for discharge of any employee covered by this agreement, 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 providing the Employer's work requirements will allow for such leave:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on a Bargaining Committee to attend meetings of the Bargaining Committee;
- (4) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board; and
- (5) leave of absence without basic pay and without loss of seniority will be granted to three (3) employees who are representatives of the Union's Bargaining Committee to carry on negotiations with the Employer.

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

### **2.11 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.

## **ARTICLE 3 - UNION SECURITY**

### **3.1 Union Shop**

- (a) All employees shall, as a condition of continued employment, become and remain members of the Union, upon completion of thirty (30) days of employment.
- (b) The Employer agrees that work shall not be assigned to excluded staff that directly results in the layoff of bargaining unit members or directly results in the lack of recall of members in the bargaining unit.

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

### **4.1 Monthly Union Dues**

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 Union Assessments**

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 to the employee to the Union.

### **4.3 Deductions Remitted**

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 the fifteenth (15th) day of the subsequent month 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 the amount deducted from each employee.
- (b) 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.

### **4.4 Income Tax Receipt**

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.

#### **4.5 Authorization Form**

An employee shall, as a condition of continued employment, complete an authorization form as set out in Appendix B 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 - DEFINITION OF EMPLOYEES**

#### **5.1 Probationary Period**

All employees shall be considered probationary for the first sixty (60) days worked. All paid holidays are considered days worked. This period may be extended by mutual agreement between the Employer and the Union.

The Employer may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 8.8. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

#### **5.2 Regular Full-Time Employee**

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

#### **5.3 Regular Part-Time Employee**

All employees hired to work one (1) day or more on a regularly scheduled basis as outlined in Article 23.3.

#### **5.4 Job Sharing**

The parties agree to the concept of Job Sharing. Upon approval by the Employer to job share, the employees involved in job sharing are bound by the provisions of this Collective Agreement.

- (a) Job Share Proposals are intended to allow two (2) regular employees to share the performance of 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) Requests for job sharing will be posted on employer bulletin board and will be made via Job Share Proposals, which will include:
  - (1) a written statement signed by both partners requesting job share as outlined in the proposal;
  - (2) information on the qualifications and experience of the proposed partner(s);
  - (3) a description of how job duties and responsibilities will be shared;
  - (4) details on what arrangements the partners will make to share necessary information with each other, with clients, with colleagues, and with the supervisor;
  - (5) a proposal of how workload priorities will be determined by the partners on an ongoing basis;
  - (6) preferred start date;

- (7) preferred work schedule.
- (d) The Employer and the Union may approve a Job Share Proposal on a trial basis. However, the Employer or the Union is not obligated to approve any Job Share Application and a decision to deny any Application is not grievable.
- (e) Any approved proposal will indicate the terms and conditions of employment of the job sharing partners, as per (j) of the Collective Agreement.
- (f) Either of the job share partners or the Employer may terminate any job share arrangement after providing twenty-one (21) working days' notice.
- (g) If termination occurs during the first three (3) months of the job sharing arrangement, all parties affected shall be returned to their former position and/or status and pay rate. If termination occurs after three (3) months' duration, the position will revert to the partner who had the job prior to the job sharing arrangement. The other job sharing partner shall be entitled to displace a junior part-time or full-time employee at the same job classification level, or lower, provided she/he is qualified to do the job functions.
- (h) If termination occurs as in (g) above, the position occupied as a job share will revert to a full-time position as defined in Article 14.1(a).
- (i) The rate of pay for the job share partners will be based on the job classification of the position and will be equal to fifty percent (50%) of one full-time equivalent position paid each paycheque period.
- (j) (1) Vacation entitlement will be on the same basis as that set out for a part-time employee under Article 17.1 of the Collective Agreement.
- (2) Periods of absence (i.e., sickness, vacation) will be filled by the job share partner. If the job share partner is unable to meet this commitment, then hours will be offered in seniority.
- (3) The Employer will continue to provide the benefits as outlined in Article 19 - Benefit Plans and Sick Leave. Such benefits will be prorated to the extent that the benefits are based on the employees' salaries.
- (4) In the matter of statutory holiday pay, each partner will be paid as per Article 23.3(a).
- (k) All Job Share Proposals shall be subject to mutual agreement between the Employer and the Union; similarly, the terms set out in the foregoing shall be subject to review and discussion between the Employer and the Union during the life of the Collective Agreement.

## **5.5 Casual Employee**

- (a) 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 and available to do.
- (b) Casual employees will be called in to work based upon their start date, with the most senior casual being asked to work first. Calls will continue in this manner until the need has been filled.
- (c) The most junior casual may not refuse work without an adequate reason. If he/she does, the decline will be documented to support disciplinary action, and the next junior casual must accept the hours.

- (d) If the junior casual does refuse work without an adequate reason, disciplinary action, in the form of a verbal warning will commence.
- (e) Upon the second refusal in one quarter, a union representative will be notified, and the employee will receive a written warning.
- (f) If the junior casual declines work three times in one quarter, further disciplinary action may be taken in the form of suspension or termination.
- (g) Casuals will be available for a call in period from 8:30 a.m. to 9:30 a.m. daily.
- (h) Casuals may submit leave of absence requests by March 31, of each year, which are subject to approval by HR. Casuals will not be permitted to take such leaves during prime time vacation periods, Spring break, June – September and Christmas period.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

### **6.1 Employer Rights**

The Union recognizes and agrees that it is the 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 enhance public reputation and confidence and to direct its employees to achieve the Employer's objectives. This article is subject to the right of the employees to grieve the provisions of the Agreement under Articles 8 & 9.

### **6.2 Statutory Powers of Directors**

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, through the CEO or GM."*

### **6.3 Direction of Staff**

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

## **ARTICLE 7 - EMPLOYER-UNION RELATIONS**

### **7.1 Union 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.

### **7.2 Union Bargaining Committees**

The Union Bargaining Committee shall be appointed and consist of three (3) representatives of the bargaining unit together with the President of the Union or his/her designate. The Union shall have the right to have assistance of technical expertise when required.

### **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) employees, who have completed their probationary period and are Union members.
- (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) As per operational requirements the Standing Committee shall meet at least quarterly 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.

#### **7.4 No Strikes or Lockouts**

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

### **ARTICLE 8 - GRIEVANCES**

#### **8.1 Grievance Procedure**

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

#### **8.2 Step 1**

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated local supervisor. 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.

#### **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) working 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 or ought reasonably to have been 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 specific 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 Step 2, the representative designated by the Employer to handle grievances at Step 1 and a Union shop steward 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.

**8.6 Step 3**

- (a) The President of the Union, or his/her designate, may present a grievance at Step 3:
  - (1) within fifteen (15) working days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2; or
  - (2) within fifteen (15) working days after the Employer's reply was due.

**8.7 Time Limit to Reply at Step 3**

Within thirty (30) days of receipt of the grievance at Step 3, the representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance.

**8.8 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 3 and pursuant to Article 9, the President or his/her designate may inform the Employer of his/her intention to submit the dispute to arbitration within:

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

**8.9 Dismissal or Suspension Grievances**

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

### **8.10 Deviation from Grievance Procedure**

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

### **8.11 Grievance Abandoned**

Except as provided in Article 8.12 following, a grievance not advanced to the next step under this Article or Article 9, within the time limits specified shall be considered abandoned, and all further recourse to the grievance procedure forfeited.

### **8.12 Technical Objections to Grievances**

Except as provided in Article 8.10 it is the intent that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end, an arbitrator shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to the equitable principles and the justice of the case.

### **8.13 Time Limits Extension**

The time limits set forth in this article may be extended by mutual agreement between the Union and the Employer but the same must be in writing.

### **8.14 Investigator**

- (a) If the parties mutually agree, an investigator may be used in accordance with Section 103 of the Labour Relations Code and part (b) of this Clause.
- (b) Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable during the terms of the Collective Agreement, an investigator agreed to by the parties, shall at the request of either party:
  - (1) investigate the difference;
  - (2) define the issue in the difference; and
  - (3) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

## **ARTICLE 9 - ARBITRATION**

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

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

(b) The parties to this Agreement hereby agree to use the services of a single arbitrator as a means of settling grievances and disputes.

## **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. In the event that none of the following arbitrators is available, 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 Code of B.C.

- Judi Korbin
- Allan H. Hope
- Brian Foley

## **9.3 Decision of Arbitrator**

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

## **9.4 Expenses of Arbitrator**

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

## **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.

## **9.6 Time Limits Extension**

The time limits set forth in this article may be extended by mutual agreement between the Union and the Employer but the same must be in writing.

# **ARTICLE 10 - DISCIPLINE, DISCHARGE AND 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 and reasonable cause. Notice of suspension and/or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union or his/her designate within five (5) calendar days of the action being taken.

(b) The discharge of a probationary employee shall be based on suitability of employment with the Employer.

## **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 and adverse reports including performance appraisals, if the appraisal results in an overall unsatisfactory rating. 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, including any adverse reports or appraisals. 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 infractions of any kind, excluding performance appraisals.

## **10.4 Right to Have a Steward Present**

An employee shall 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, providing that this does not result in any undue delay of the appropriate action being taken. This clause shall not apply to those discussions 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. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

## **10.6 Personnel File**

- (a) An employee or the President of the Union or his/her designate, with the written authority of the employee, shall be entitled to review the employee's personnel file (both paper and, if applicable, electronic) in the presence of a supervisor.
- (b) Employee appraisals and reports are subject to the grievance procedure as per Article 10.3, should an employee dispute any such entry on his/her file. The eventual resolution of the grievance shall become part of his/her personnel record.

# **ARTICLE 11 - SENIORITY**

## **11.1 Regular Employee Seniority Defined**

- (a) *Regular Full-Time* - For the purpose of this Agreement regular seniority shall be based on an employee's continuous length of service. Such seniority will be calculated from the start date of full-time employment with the Employer.

- (b) *Regular Part-Time* - A regular part-time employee's start date shall be recalculated for the seniority list on the basis of days worked prorated relative to a full-time employee (240 days = one (1) year).
- (c) *Casual* - Casual employees' seniority will be on a casual seniority list and calculated by hire date.
- (d) Upon achieving regular status, a casual employee shall have hours worked applied only to the probationary period, as per Article 5.1.

## 11.2 Eligibility for Seniority Entitlement

Upon successful completion of initial probation, an employee will be credited with seniority from the initial date hired as a probationary employee.

## 11.3 Seniority Lists

- (a) On January 1st of every year, a seniority list shall be posted in all branches and shall contain the following information:
  - (1) employee's name; and
  - (2) hire date; and
  - (3) seniority date
- (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 within the thirty (30) days from when 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

An employee on approved leave of absence for the following reasons will continue to accrue seniority:

Union Business.....	Article 2.9
Special Leave Without Pay .....	Article 18.5
Maternity, Parental and Adoption Leave.....	Article 18.3
Illness in Family Leave .....	Article 18.6
Sick Leave .....	Article 19.2
Vacation Leave.....	Article 17
Occupational Illness or Injury	
Education Leave	
Bereavement Leave .....	Article 18.1

## 11.5 Seniority Retained But Not Accrued

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

## 11.6 Seniority Lost

Seniority and all rights as an employee will be lost when an employee:

- (a) receives severance pay in accordance with the Agreement;
- (b) voluntarily terminates his/her employment;
- (c) is discharged for just and reasonable cause;
- (d) is on layoff more than six (6) consecutive months; and
- (e) he/she does not return to work on the date specified following an approved leave of absence.

### **11.7 Severance Pay**

An employee who is laid off resulting from a decrease in the amount of work to be done shall receive notice and/or severance pay in accordance with the Employment Standards Act.

## **ARTICLE 12 - JOB POSTING**

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

- (a) Vacancies of a regular nature that are to be filled shall be posted within forty-five (45) days.
- (b) Vacancies of a temporary nature of forty-five (45) days or more, due to an approved leave, shall be posted as in Article 12.1(c).
- (c) Notice of all vacancies that are to be filled shall be posted in each branch of the Employer's premises for at least five (5) working days.
- (d) Employees who are absent for a period not exceeding forty-five (45) working days by reason of authorized leaves of absence or vacation may file an application prior to such absence and their application will be considered as if it had been filed during the time referred to above. If the absent employee is successful in his/her job bid, the vacancy may be filled on a temporary basis until his/her return. Bids submitted under this provision shall only apply for forty-five (45) working days, or until the employee returns, whichever is lesser.
- (e) A successful applicant for a permanent regular position shall not be permitted to apply for any other position for a period of six (6) months, except in the case of promotion (promotion defined as "a change from an employee's position to one with a higher classification, salary level or a posting with a guaranteed increase in hours").
- (f) Notwithstanding (e) above, an employee may apply on vacant positions which may involve a promotion, lateral transfer, or a lower classification.

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

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

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

Selections for job vacancies shall be made on the basis of qualifications, ability, and seniority. In the event two (2) or more employees have similar qualifications, the employee with the greatest seniority shall be selected. Where the senior applicant is not selected he/she shall, upon request, be given written reasons for such a decision.

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

- (a) All employees who are promoted to fill a posted position shall be placed on a trial period for sixty (60) days actually worked but not to exceed one hundred (100) calendar days. An extension of a trial period may be approved by mutual agreement between the Union and the Employer and will not be unreasonably withheld.
- (b) Where it can be demonstrated that an employee has failed to meet the requirements of the new position within the trial period, the employee shall be returned to his/her former position or one of equal rank. Salary shall be at the job group rate paid prior to promotion.

## ARTICLE 13 - LAYOFF, RECALL AND RESIGNATION

### 13.1 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 organization, for which he/she is qualified; or
  - (2) to displace a junior employee within the organization providing he/she is qualified to perform the job functions; or
  - (3) familiarization pursuant to Article 13.2; or
  - (4) to be placed on the recall list pursuant to Article 13.4; or
  - (5) to claim severance pay pursuant to Article 11.7.
- (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 the Human Resources Department 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.

### 13.2 Familiarization/Layoff

- (a) In instances where the person to be laid off has five (5) or more years of service, but does not possess the qualifications to displace another less senior employee in the same job group or lower, within the organization, then a twenty-five (25) working day period of familiarization shall be allowed in order for that person to demonstrate the ability to perform a job.
- (b) An employee who fails to demonstrate the ability to do the job within the familiarization period may then select from the options contained in Article 13.1(a), with the exception of those options contained in Article 13.1(a)(2) and 13.1(a)(3).

### 13.3 Notice of Layoff

Regular employees shall be given two (2) weeks notice of layoff or two (2) weeks salary in lieu of notice. Salary shall be prorated for part-time employees.

### 13.4 Recall Term

A regular employee with six (6) months or more of service who is laid off due to lack of work or redundancy shall be placed on a recall list for a period of six (6) months.

### 13.5 Recall Rights

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

### 13.6 Notice of 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) working days of receiving it. A copy of the recall notice shall be given to the Shop Steward.
- (b) An employee bypassed under the foregoing conditions shall be kept on the recall list for his/her remaining recall period.

### 13.7 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.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Hours of Work Defined

- (a) Except as otherwise noted, the standard day shift shall be seven and one-half (7½) hours per day between the hours of 8:00 a.m. and 9:00 p.m. Monday to Saturday. The standard work week shall consist of thirty-five and one-half (35½) hours per week.
- (b) *Six Day Opening* - In the event it becomes necessary to open a branch for six (6) days a week, the Employer agrees that a schedule of days off will be negotiated 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.

### 14.2 Lunch Period

A one (1) hour lunch period will be provided and taken within the three (3) middle hours of a work day of more than six (6) hours worked. Precise time to be arranged between the Employer and the employee.

### 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. The Friday afternoon break will be increased to twenty (20) minutes. Part-time and casual employees will be entitled to the following when less than a full day worked:

- (a) two (2) to four (4) hours worked - one (1) fifteen (15) minute rest period;
- (b) in excess of four and one-half (4½) hours worked - two (2) fifteen (15) minute rest periods or one thirty (30) minute paid rest break, subject to operational requirements.

## ARTICLE 15 - OVERTIME

### 15.1 Overtime Premium

- (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 for in Article 16, or a day in lieu of such holiday shall be paid for at two (2) times the employee's straight time hourly rate plus one (1) day's regular pay.
- (e) Overtime work must be authorized by the Manager or the employee's Department Supervisor or designate.

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

- (f) 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.

## **15.2 Callout**

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

## **15.3 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.

## **15.4 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 Statutory Holidays Defined**

- (a) The Employer agrees to provide all full-time employees with the following statutory holidays without loss of pay:

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

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

- (b) The day off in lieu of a holiday which falls on an employees' 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.
- (c) When a branch of the Comox Valley Credit Union is open on a Saturday, a bank of hours will be created and operate in the following manner:
- (1) Where a statutory holiday falls on Tuesday, Wednesday, or Thursday the hour bank shall not be applicable.
  - (2) Where a statutory holiday falls on any other day of the week the employees will be entitled to seven (7) hours and five (5) minutes of leave per day. If an employee receives less than 7:05 hours off the difference between the hours off and the 7:05 hours shall be credited to the individual employee's bank of hours. If an employee receives more than 7:05 hours off the difference between the actual hours off and the 7:05 hours shall be deducted from the individual employee's bank.
  - (3) The hours in an employee's bank shall be taken off at a time that is mutually agreed by the employee and the Employer.
- (d) The Employer will provide one (1) additional floating holiday to be taken at a time mutually agreed between the employee and the Employer.

#### **16.2 Statutory Holiday While on Vacation**

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

#### **16.3 Eligibility for Holiday Pay**

To qualify for compensation under Articles 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 Article 16.3 above, shall:

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

**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 regular 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.
- (d) For purposes of annual vacation entitlement, length of service will be based on the total number of years of service with the Employer.

**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 Article 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 First Vacation Year**

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 Second Through Fifth Vacation Year**

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 Sixth Through Ninth Vacation Year**

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 Tenth Through Sixteenth Vacation Year**

Employees during their tenth through sixteenth 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 Seventeenth Through Nineteenth Vacation Year**

Employees during their seventeenth through nineteenth vacation year of service 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 Twentieth Vacation Year**

Employees during their twentieth vacation year of service and thereafter shall receive six (6) weeks, plus two (2) days paid vacation. Pay for such vacation shall be at the employee's current salary or fourteen percent (14%) of gross earnings for the period in which vacation was earned, whichever is greater.

**17.9 Regular Part-Time Vacation Pay**

Regular part-time employees' vacation pay will be prorated and 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 17.8 of this Article.

**17.10 Employee Termination**

Should an employee become terminated, he/she shall reimburse the Employer for any over-payment he/she may have received for holidays provided by this Article.

**17.11 Vacation Pay**

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 17.8 of this Article.

**17.12 Vacation Schedule**

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) holidays will be selected by seniority within each department. 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 and if an employee, on their own volition transfers to another department, for that year only, the employee transferring into the new department is to be considered junior for vacation entitlement purposes. Any previously selected holidays may need to be changed to suit the operating requirements of the employee's new department.; and
- (c) the Employer will post a vacation schedule by January 1st of each year, and the employees shall select their vacation periods by January 31st. All vacations so selected by this time shall be confirmed

by February 15th. This clause shall not be so construed to imply that vacation not selected by January 31st is to be disallowed.

### **17.13 Vacation Carryover**

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 employees' regular vacation.

## **ARTICLE 18 - LEAVE OF ABSENCE**

### **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 five (5) days. In the case of a regular part-time employee, pay shall only be granted for day(s) falling within the five (5) consecutive days of leave of absence such employee would otherwise have worked. Immediate family is defined as the employee's spouse, mother, father, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepparents, grandparents and grandchildren. Leave may also be granted under exceptional circumstances (such as when an employee is living with another relative or when a relative is living with an employee). The Employer may request supporting documentation. Leave of absence will not be charged against paid sick leave or annual vacation.

(b) In the case of any other relative residing with, or upon request, one of the following documentation will be provided to the Employer:

Medical documentation  
Power of Attorney  
Affidavit

### **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 workday. Any time worked in the office in excess of the combined total of seven and one-half (7½) hours shall be considered overtime and paid as such.

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

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

(a) *Pregnancy Leave*

A pregnant employee who requests leave under this section is entitled to up to seventeen (17) consecutive weeks of unpaid leave.

(b) *Parental Leave*

(1) An employee who is a birth mother or father is entitled to up to thirty-seven (37) consecutive weeks of unpaid leave, beginning after the child's birth and within fifty-two (52) weeks after that event.

(2) An employee who is an adopting parent is entitled to up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child is placed with parents and within fifty-two (52) weeks after the child is placed with the parent. The employee will provide proof of adoption.

All maternity, parental or adoption leave requests shall be in writing at least four weeks before the day specified in their request and shall show the last day to be worked, the expected birth date and the expected return date.

Upon the employee's return to work, the Employer will place the employee:

(i) in the position the employee held before taking leave under this part, or

(ii) in a comparable position

(iii) An employee on leave in accordance with Article 18.3 who wishes to return to their previous position, prior to the expiration of their leave request, shall be entitled to do so provided they have given sixty (60) calendar days' notice. Their temporary replacement while on leave will return to their former position or status.

#### **18.4 Benefits During Maternity, Parental and Adoption Leave**

During the period of maternity, parental leave and adoption leave an employee shall maintain and accrue seniority and shall receive vacation or vacation pay as though the leave had not been taken.

#### **18.5 Special Leave Without Pay**

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

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

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

#### **18.6 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 Article 18.1.

#### **18.7 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. All leave requests and approvals shall be in writing.

When part-time employees are working outside their regular schedule, those employees will be treated the same as a regular full-time employee for the purpose of this article.

**18.8 Failure to Return from Leave**

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

**18.9 Holdup or Traumatic Event**

In the event of a robbery, holdup or traumatic event, the Employer shall provide, at no cost to the employee, access to professional counselling to employees.

**18.10 Time Off for Post Traumatic Stress**

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.

**18.11 Employer's Need for Staffing**

Refusal of such requests will not be unreasonably withheld. The Employer and the Union agree sufficient staff must always be available to operate the branch and time off requests refused due to staffing restraints will not be considered unreasonable.

**18.12 Additional Time Off**

Additional time off, if required, shall be deemed sick leave under Article 19.

**18.13 Donor Leave**

An employee shall 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.

**18.14 Bridging of Service (Care and Nurturing Leave)**

If a regular employee terminates as a result of a decision to care for a dependent parent, spouse or child, and is re-employed, upon application, she shall be credited with length of service accumulated at the time of termination for the purposes of benefits based on service seniority. The following conditions shall apply.

- (a) the employee must have been a regular employee with at least five (5) years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than two (2) years, and during that time the employee must not have been engaged in remunerative employment for more than six (6) months excepting employment with the Employer as a casual;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

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

- (a) All regular full-time and part-time employees shall become entitled to coverage under Credit Union Central of BC Benefit Plans or its equivalent on the first day of the month following sixty (60)

working days of employment. The Employer has the right to change carriers to find the best possible coverage for the current costs. Regular full-time employee premiums for the benefit plans will be fully paid by the Employer.

Part-time employees who are regularly scheduled and have worked sixty (60) hours or more per month shall be entitled to receive the health and welfare benefits under this plan, subject to carrier's limitations. The cost of these benefits shall be shared on a 50/50 basis by the employee and the Employer. The Employer will prorate part-time employees benefit costs and make payment adjustments on a quarterly basis. Once enrolled in these plans employees must remain in the plans and forfeit the right to a payment in lieu of benefits.

For the purpose of coverage of common-law spouses, the Parties must have lived together under the same roof for one (1) year or as otherwise established by Carrier requirement or law. Employees must notify the Employer when the common-law arrangement is terminated.

It is the responsibility of the employee to complete and file the necessary forms to receive payment from the insurance provider.

(b) Benefits Program – (Details of the benefit plans are contained in brochures provided by the Employer).

- *Medical Services Plan of British Columbia*
- *Extended Health Care* – (includes Vision Care \$400/24 months)
- *Group Life* – Maximum coverage \$500,000. Life Insurance benefit will be reduced by fifty percent (50%) at age 65 or to \$120,000, whichever is less, and will terminate at age 70.
- *Dental Care* – One hundred percent (100%) coverage by the Carrier for Basic and Preventative Treatment, Endodontics and Periodontics. Seventy-five percent (75%) by the Carrier for Major Restorative Treatment. Fifty percent (50%) coverage by the Carrier for Orthodontics, to a maximum lifetime per individual of \$2,000.

(c) *Short Term Disability* - Upon approval, the short term disability benefit comes into effect after a (14) day elimination period has been satisfied. The amount of the benefit is equal to sixty-six and two-thirds percent (66-2/3%) of the employee's regular salary for a period of 17 weeks or 119 days. The Employer will advance an employee's salary when the employee is awaiting approval of short-term disability benefits from the insurance carrier. The Employee will sign over short-term disability cheques/payments to the Employer.

(d) *Long-Term Disability* – Upon approval the long-term disability benefit comes into effect after the seventeen-week (119) day elimination period has been satisfied. The amount of the benefit is equal to sixty-six and two-thirds percent (66-2/3%) of the employee's regular salary.

(e) *Long-Term Disability* – The parties agree to make a joint application to the insurance carrier of the Weekly Indemnity plan to allow an employee to return to work on less than a full work week if so recommended by the employee's doctor.

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

(g) *Benefits Upon Retirement* - An employee with benefits who voluntarily terminates his/her employment between ages fifty-five (55) and sixty-five (65), who has completed at least ten (10) years

of service, shall be entitled to maintain coverage for his/herself and his/her family on the Medical and Extended Health Care Plans for a period of three (3) months following date of retirement.

(h) *Optional Life Insurance* – Employee and Spousal

The premium cost for Optional Life Insurance Coverage shall be fully paid by the Employee.

(i) *Pension Plan* - The Employer agrees to maintain for the duration of this Agreement the Pension Plan in effect or its equivalent. Any changes to the Pension Plan shall be discussed with the Union.

Effective July 1, 1996 all new employees will have the option of participating in the Credit Union Central of BC Pension Plan or a Group RSP provided by the Employer. Under the Group RSP the Employer will pay five percent (5%) of earned salary, per pay period, into an RSP in lieu of pension. Employees so electing the Group RSP option will contribute the same specified percentages than an employee in the Defined Benefit Plan would be required to contribute. The RSP will be set up under the employee's name in their branch of Comox Valley Credit Union; the employee will have complete control on its investment within that plan; however, the employee will not be able to withdraw funds from the plan until they have left the employment of the Credit Union.

## 19.2 Sick Leave

(a) After thirty (30) days of continuous employment, full-time employees shall be entitled to accumulate sick leave credit of one (1) day for each month of employment up to a maximum of eighty (80) days. Unused sick leave, to the extent allowed by the carrier, may be used to enhance long term disability benefits to one hundred percent (100%) salary. The employee, upon request of the Employer, shall provide proof of illness which involves paid leave.

(b) Sick leave for part-time employees who are regularly scheduled and have worked sixty (60) hours or more per month will be prorated on days worked.

(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 Article 19.2(a) may be requested by the Employer.

## ARTICLE 20 - SALARY POLICY

### 20.1 Salary Schedule

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

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

### 20.2 Pay Periods

(a) The pay periods for regular full-time employees shall be monthly, as reflected in Appendix A, with a provision for a mid-month advance.

(b) The pay periods for regular part-time and casual employees shall be two (2) consecutive calendar weeks, commencing and ending at 12:00 midnight Sunday. Paydays shall be on Friday following the end of the two (2) week pay period.

### 20.3 Job Descriptions

(a) Job descriptions are written with the intent to set forth the general duties and requirements of the job and to indicate the level of skill required and shall not be construed as imposing any restriction on the right of the Employer to create a new job or to assign duties 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.

(b) The Employer agrees to provide the local Union office with copies of current job descriptions, for all positions in the bargaining unit, no later than ninety (90) days from the date of Union ratification of the Collective Agreement. The Joint Standing Committee will meet to review the job descriptions and the parties agree to complete this review within ninety (90) days.

### 20.4 New Positions

When a new position is established or the duties of an existing position are significantly changed, the Employer shall set an interim salary and category for such position and notify the Union. The Union, at its discretion, may negotiate the salary and category, and if agreement cannot be reached, the matter may be referred to Arbitration as provided in this Agreement.

### 20.5 Promotion Increases

Upon promotion, an employee's salary will be at a step in the higher salary range which will ensure a minimum of forty dollars (\$40) per month increase.

### 20.6 Salary Progression

(a) Except as provided in paragraph (b) following, employees shall progress to each such succeeding step in the salary range for their job group in accordance with the service required to qualify for such step.

(b) An employee placed on a step in their salary range at a point higher than they would qualify for length of service (on being hired, or promoted in accordance with Article 20.5) shall move to the next step in their salary range upon completion of six (6) months service following such a placement, subject to Article 20.6(c).

(c) Advancement from one (1) salary step to another may be withheld due to inadequate performance under the following circumstance:

(1) the employee has been counselled regarding inadequate performance following his/her last job service salary increase; and

(2) notice of intent to withhold the next service salary increase is given to the employee and the Union one (1) month prior to the date such increase is due.

(d) When employees restore their performance, they shall be advanced to the next step in their salary range on a non-retroactive basis.

### 20.7 Employee Assigned to Higher Job Classification

Any employee assigned to a higher job classification shall be paid at a higher rate, as determined by the next step in the range above that provided by Article 20.5 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.

**20.8 Regular Part-Time Employee Promoted to Full-Time**

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

**20.9 Salary Policy 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 Article 20.9(b).

**20.10 Salary Protection**

- (a) Employees who, for reasons set out in Article 22, are placed in a position having a lower salary range than for their former position shall retain their salary. If their salary is higher than the range for the position, they shall be red circled until such time as the difference between the maximum for the range and their salary is removed.
- (b) If the employee requests a lower position, their pay shall revert back to reflect the appropriate step in the lower range.

**ARTICLE 21 - GENERAL PROVISIONS****21.1 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 that at least one (1) bargaining unit member is trained and qualified to perform all bargaining unit positions in excess of the incumbent(s).
  - (3) provide training on the basis of seniority, on a branch to branch basis, with a rotation among interested employees. No training of a less senior employee will take place until a more senior employee completes training.
  - (4) provide training using an established format to ensure that both training time and content are consistent.
- (b) When an employee completes a job related course 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. This reimbursement will be made as follows:
  - (1) 50% upon registration;
  - (2) 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 employees normal daily rate of pay;
  - (2) all such hours on Sundays shall be paid at time and one-half (1½) the employee's normal rate of pay.
- (e) Where an employee is requested by the Employer to travel out of town to attend a course, all travel, meals and accommodation expenses shall be paid to the employee, in accordance with the Board of Directors policy on Staff Training. The employee shall be informed in advance of this Travel Policy.
- (f) All travel time will be during regular working hours whenever possible.
- (g) *Insurance Services* - The Employer will pay the full cost of the renewal of any insurance license.

### **21.2 Employee Loans**

- (a) Employee loans aggregating up to thirty-five thousand dollars (\$35,000) will be available at the current Prime less one percent (1%), on a floating basis, as charged by Comox Valley Credit Union at the time of application (to include computer loans). Each regular employee who has worked for one (1) year will be eligible for this benefit. When any employee terminates their employment with Comox Valley Credit Union, the interest rate benefit will be cancelled and the rate will return to the rate of interest in effect on the date of termination.
- (b) All full-time employees, after one (1) year or more of full-time service are eligible to make application for a mortgage loan, on their principal residence. Such loans will be granted up to one hundred seventy-five thousand dollars (\$175,000) at Prime less one percent (1%), on a floating basis, in effect at the time of application during the term of the mortgage. Employees granted such mortgage benefits will execute such agreements as required by the Comox Valley Credit Union acknowledging the benefits will be cancelled when the employee is no longer employed by the Comox Valley Credit Union. That portion of any mortgage in excess of the amount specified herein shall be at the regular Comox Valley Credit Union posted rates.
- (c) Employee lines of credit up to twenty thousand dollars (\$20,000) will be available at prime. Each regular employee who has worked for one (1) year will be eligible for this benefit. In order to qualify for any amount over ten thousand dollars (\$10,000) the employee's primary residence should have their first mortgage with Comox Valley Credit Union or be free and clear.

All loans, mortgages and lines of credit are subject to normal lending criteria. Should an employee wish to lock in their rate at any time, the Credit Union will offer them ½% below the lowest rate offered to members for the appropriate term plus applicable patronage discount. All lending for staff loans are documented at normal member rates with a side staff agreement that ceases upon termination of employment.

### **21.3 Mileage Allowance**

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

### **21.4 Occupational Health and Safety Committee**

The Employer and the Union acknowledge the requirement for an Occupational Health and Safety Committee. This Committee shall be operated in accordance with current WCB guidelines.

### **21.5 Conference and Seminars**

The Employer recognizes the benefits of having employees attend conferences and seminars of a specialized nature in their respective fields. If prior approval is received, the Employer agrees to pay all reasonable expenses for an employee to attend a conference or seminar.

### **21.6 Inclement Weather**

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

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

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

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

### **22.2 Retraining**

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

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

In cases where the retraining of an employee is not practical, or where other positions with the Employer are not available, the employee shall elect for termination of employment or shall elect to be placed on the recall list in accordance with Article 13.4.

### **22.4 Severance Pay Due**

Severance pay as provided for in Article 22.5 shall be due and payable to a displaced employee immediately upon termination in addition to two (2) weeks' notice or pay, in lieu of such notice.

### **22.5 Severance Pay**

- (a) Severance pay shall be paid to employees with one (1) year or more service who are terminated because of changes in administrative procedures, automation, consolidation, or suspension of business. 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.
- (b) An employee who chooses to be laid off and placed on the recall list may elect to terminate during the recall period and be paid his/her severance pay entitlement upon termination or expiration or recall.

## **ARTICLE 23 - SALARIES AND CLASSIFICATIONS**

### **23.1 Salaries and Classifications Reference**

Effective February 1st, 2003, to and including January 31st, 2007, the classifications and salaries as mutually agreed are incorporated into Appendix A of this Agreement.

### 23.2 Hourly Wage Rate Calculation

To calculate the hourly wage rate for regular full-time and regular part-time, the following formula shall be applied to the monthly salary in the Wage Grid Appendix A:

$$\text{Monthly salary times 12 divided by 1846} = \text{hourly rate}$$

### 23.3 Regular Part-time Hourly Rate

(a) Regular part-time employees not covered under the provisions of Article 19 shall have an hourly rate of pay calculated by applying the above formula to the job group salary steps shown in Appendix A increased by four point eight percent (4.8%) to compensate for Article 16, Statutory Holidays, for the first sixty (60) working days of employment, and then increasing the four point eight percent (4.8%) to ten percent (10%) to compensate for Article 19, Benefit Plans and Sick Leave.

(b) Regular part-time employees shall be paid as set out in the Appendix A of this Collective Agreement with advancement between steps in accordance with days worked, i.e., six (6) month step = one hundred and twenty (120) days worked.

### 23.4 Casual Hourly Rate

(a) Casual employees shall be paid as set out in Appendix A of this Collective Agreement, and shall be paid eight point eight percent (8.8%) in lieu of vacation and statutory holidays.

(b) The Employer agrees to call in casual employees as per Article 5.5 of this Agreement.

## ARTICLE 24 - TERM OF AGREEMENT

### 24.1 Duration

This Agreement shall be in full force and from February 1, 2003 to midnight January 31, 2007.

### 24.2 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 November 1, 2006, but in any event not later than midnight January 31, 2007.

(b) Where no notice is given by either party prior to January 31, 2007, both parties shall be deemed to have been given notice under this Article on January 31, 2007, and thereupon Article 24.5 of this Agreement

(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.

### 24.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Article 24.2, the parties shall, within ten (10) days after the notice was given, commence collective bargaining.

### 24.4 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.

**24.5 Agreement to Continue in Force**

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

**24.6 Effective Date of Agreement**

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on 0001 hours, February 1, 2003.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Rob Grundison,  
Chief Executive Officer

\_\_\_\_\_  
Doreen Smith,  
Bargaining Committee Chair

\_\_\_\_\_  
Susan Konopacki  
Chief Operating Officer

\_\_\_\_\_  
Shirley Giroux,  
Bargaining Committee

\_\_\_\_\_  
Kathy Powell,  
Senior Manager, Human Resources

\_\_\_\_\_  
Lynn Lidberg,  
Bargaining Committee

\_\_\_\_\_  
Richard Kerton  
Board Chair

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**APPENDIX A - WAGE RATES  
REGULAR FULL-TIME**

Classification	Step	Feb 1/2003 (2%)		Feb 1/2004 (3%)	
		Monthly	Hourly	Monthly	Hourly
<b>Group 1:</b>	<sup>1</sup> Trainee:	1956.00	12.72	2015.00	13.10
Teller	Start:	2017.00	13.11	2078.00	13.51
Receptionist/Typist	6 mos:	2088.00	13.57	2151.00	13.48
Insurance Representative I	12 mos:	2146.00	13.95	2210.00	14.37
<b>Group 2:</b>	Start:	2112.00	13.73	2175.00	14.14
Teller	6 mos:	2175.00	14.14	2240.00	14.56
Communications Representative	12 mos:	2236.00	14.54	2303.00	14.97
Receptionist/Typist	18 mos:	2297.00	14.93	2366.00	15.38
Insurance Representative I and II	24 mos:	2359.00	15.33	2430.00	15.80
Clearing Clerk	30 mos:	2430.00	15.80	2503.00	16.27
Loan Clerk					
Member Service Representative					
Accounting Clerk					
<b>Group 3:</b>	Start:	2238.00	14.55	2305.00	14.98
Head Teller	6 mos:	2297.00	14.93	2366.00	15.38
Clearing Clerk	12 mos:	2359.00	15.33	2430.00	15.80
Loan Clerk/Interviewer	18 mos:	2416.00	15.71	2488.00	16.17
Member Service Representative	24 mos:	2480.00	16.12	2554.00	16.60
Loan Clerk/Interviewer/Member Service Representative	30 mos:	2540.00	16.51	2616.00	17.01
Commercial Services Clerk	36 mos:	2599.00	16.89	2677.00	17.40
Communications Representative					
Receptionist/Steno					
Insurance Representative II					
Accounting Clerk					
<b>Group 4:</b>	Start:	2359.00	15.33	2430.00	15.80
Head Teller	6 mos:	2416.00	15.71	2488.00	16.17
Clearing Clerk	12 mos:	2480.00	16.12	2554.00	16.60
Mortgage/Loan Officer	18 mos:	2540.00	16.51	2616.00	17.01
Member Service Representative	24 mos:	2599.00	16.89	2677.00	17.40
Commercial Services Clerk	30 mos:	2659.00	17.28	2739.00	17.80
Insurance Representative Rep III	36 mos:	2718.00	17.67	2800.00	18.20
Accounting Clerk	42 mos:	2776.00	18.05	2859.00	18.59
<b>Group 5:</b>	Start:	2540.00	16.51	2616.00	17.01
Loan Officer	6 mos:	2599.00	16.89	2677.00	17.40
Accounting Clerk	12 mos:	2659.00	17.28	2739.00	17.80
Insurance Representative IV	18 mos:	2718.00	17.67	2800.00	18.20
	24 mos:	2770.00	18.01	2853.00	18.55
	30 mos:	2834.00	18.42	2919.00	18.98
	36 mos:	2914.00	18.94	3001.00	19.51
	42 mos:	2982.00	19.38	3071.00	19.96
	48 mos:	3056.00	19.87	3148.00	20.46

<sup>1</sup>**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 60 working days. After no more than 60 working days at the Start Rate of Group 1, the employee will automatically move to the 6 month step of Group 1. This Trainee rate shall only be used where the new employee does not have previous job-related experience.

- Note:**
- Group 1 - upon reaching satisfactory performance, after 12 months, shall be reclassified to Group 2.
  - Employees shall post into Group 3 positions and above.
  - Loan Officer 4 - must complete a minimum of 2 years service and reach satisfactory performance to fill a Group 5 position.
  - Insurance Representative 1 upon reaching satisfactory performance, after 12 months, shall be reclassified to Group 2, if he/she has the necessary qualifications.

**APPENDIX A - WAGE RATES  
REGULAR FULL-TIME (cont'd)**

Classification	Step	Feb 1/2005 (3%)		Feb 1/2006 (3%)	
		Monthly	Hourly	Monthly	Hourly
<b>Group 1:</b>	<sup>1</sup> Trainee:	2075.00	13.49	2137.00	13.89
Teller	Start:	2140.00	13.91	2204.00	14.33
Receptionist/Typist	6 mos:	2216.00	14.41	2282.00	14.83
Insurance Representative I	12 mos:	2276.00	14.80	2344.00	15.24
<b>Group 2:</b>	Start:	2240.00	14.56	2307.00	15.00
Teller	6 mos:	2307.00	15.00	2376.00	15.45
Communications Representative	12 mos:	2372.00	15.42	2443.00	15.88
Receptionist/Typist	18 mos:	2437.00	15.84	2510.00	16.32
Insurance Representative I and II	24 mos:	2503.00	16.27	2578.00	16.76
Clearing Clerk	30 mos:	2578.00	16.76	2655.00	17.26
Loan Clerk					
Member Service Representative					
Accounting Clerk					
<b>Group 3:</b>	Start:	2374.00	15.43	2445.00	15.89
Head Teller	6 mos:	2437.00	15.84	2510.00	16.32
Clearing Clerk	12 mos:	2503.00	16.27	2578.00	16.76
Loan Clerk/Interviewer	18 mos:	2563.00	16.66	2640.00	17.16
Member Service Representative	24 mos:	2631.00	17.10	2710.00	17.62
Loan Clerk/Interviewer/Member Service Representative	30 mos:	2694.00	17.51	2775.00	18.04
Commercial Services Clerk	36 mos:	2757.00	17.92	2840.00	18.46
Communications Representative					
Receptionist/Steno					
Insurance Representative II					
Accounting Clerk					
<b>Group 4:</b>	Start:	2503.00	16.27	2578.00	16.76
Head Teller	6 mos:	2563.00	16.66	2640.00	17.16
Clearing Clerk	12 mos:	2631.00	17.10	2710.00	17.62
Mortgage/Loan Officer	18 mos:	2694.00	17.51	2775.00	18.04
Member Service Representative	24 mos:	2757.00	17.92	2840.00	18.46
Commercial Services Clerk	30 mos:	2821.00	18.34	2906.00	18.89
Insurance Representative Rep III	36 mos:	2884.00	18.75	2971.00	19.31
Accounting Clerk	42 mos:	2945.00	19.14	3033.00	19.72
<b>Group 5:</b>	Start:	2694.00	17.51	2775.00	18.04
	6 mos:	2757.00	17.92	2840.00	18.46
Loan Officer	12 mos:	2821.00	18.34	2906.00	18.89
Accounting Clerk	18 mos:	2884.00	18.75	2971.00	19.31
Insurance Representative IV	24 mos:	2939.00	19.11	3027.00	19.68
	30 mos:	3007.00	19.55	3097.00	20.13
	36 mos:	3091.00	20.09	3184.00	20.70
	42 mos:	3163.00	20.56	3258.00	21.18
	48 mos:	3242.00	21.07	3340.00	21.71

<sup>1</sup>**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 60 working days. After no more than 60 working days at the Start Rate of Group 1, the employee will automatically move to the 6 month step of Group 1. This Trainee rate shall only be used where the new employee does not have previous job-related experience.

- Note:**
- Group 1 - upon reaching satisfactory performance, after 12 months, shall be reclassified to Group 2.
  - Employees shall post into Group 3 positions and above.
  - Loan Officer 4 - must complete a minimum of 2 years service and reach satisfactory performance to fill a Group 5 position.
  - Insurance Representative 1 upon reaching satisfactory performance, after 12 months, shall be reclassified to Group 2, if he/she has the necessary qualifications.

**APPENDIX A – WAGE RATES  
REGULAR PART-TIME (4.8%)**

Classification	Step	February 1/2003 (2%)	February 1/2004 (3%)	February 1/2005 (3%)	February 1/2006 (3%)
<b>Group 1:</b>	<sup>1</sup> Trainee:				
Teller	Start:	13.33	13.73	14.14	14.56
Receptionist/Typist	6 mos:	13.73	14.14	14.56	15.00
Insurance Representative I	12 mos:	14.23	14.66	15.10	15.55
	12 mos:	14.63	15.07	15.52	15.99
<b>Group 2:</b>	Start:	14.38	14.81	15.25	15.71
Teller	6 mos:	14.82	15.26	15.72	16.19
Communications Representative	12 mos:	15.23	15.69	16.16	16.64
Receptionist/Typist	18 mos:	15.65	16.12	16.60	17.10
Insurance Representative I and II	24 mos:	16.09	16.57	17.07	17.58
Clearing Clerk	30 mos:	16.55	17.05	17.56	18.09
Loan Clerk					
Member Service Representative					
Accounting Clerk					
<b>Group 3:</b>	Start:	15.24	15.70	16.17	16.66
Head Teller	6 mos:	15.65	16.12	16.60	17.10
Clearing Clerk	12 mos:	16.09	16.57	17.07	17.58
Loan Clerk/Interviewer	18 mos:	16.47	16.96	17.47	17.99
Member Service Representative	24 mos:	16.90	17.41	17.93	18.47
Loan Clerk/Interviewer/Member Service Representative	30 mos:	17.29	17.81	18.34	18.89
Commercial Services Clerk	36 mos:	17.70	18.23	18.78	19.34
Communications Representative					
Receptionist/Steno					
Insurance Representative II					
Accounting Clerk					
<b>Group 4:</b>	Start:	16.09	16.57	17.07	17.58
Head Teller	6 mos:	16.47	16.96	17.47	17.99
Clearing Clerk	12 mos:	16.90	17.41	17.93	18.47
Mortgage/Loan Officer	18 mos:	17.29	17.81	18.34	18.89
Member Service Representative	24 mos:	17.70	18.23	18.78	19.34
Commercial Services Clerk	30 mos:	18.12	18.66	19.22	19.80
Insurance Representative Rep III	36 mos:	18.51	19.07	19.64	20.23
Accounting Clerk	42 mos:	18.91	19.48	20.06	20.66
<b>Group 5:</b>	Start:	17.29	17.81	18.34	18.89
Loan Officer	6 mos:	17.70	18.23	18.78	19.34
Accounting Clerk	12 mos:	18.12	18.66	19.22	19.80
Insurance Representative IV	18 mos:	18.51	19.07	19.64	20.23
	24 mos:	18.87	19.44	20.02	20.62
	30 mos:	19.31	19.89	20.49	21.10
	36 mos:	19.84	20.44	21.05	21.68
	42 mos:	20.31	20.92	21.55	22.20
	48 mos:	20.83	21.45	22.09	22.75
<p><sup>1</sup><b>Trainee:</b> 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 60 working days. After no more than 60 working days at the Start Rate of Group 1, the employee will automatically move to the 6 month step of Group 1. This Trainee rate shall only be used where the new employee does not have previous job-related experience.</p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>• Group 1 - upon reaching satisfactory performance, after 12 months, shall be reclassified to Group 2.</li> <li>• Employees shall post into Group 3 positions and above.</li> <li>• Loan Officer 4 - must complete a minimum of 2 years service and reach satisfactory performance to fill a Group 5 position.</li> <li>• Insurance Representative 1 upon reaching satisfactory performance, after 12 months, shall be reclassified to Group 2, if he/she has the necessary qualifications.</li> </ul>					

**APPENDIX A – WAGE RATES  
REGULAR PART-TIME (10%)**

Classification	Step	February 1/2003 (2%)	February 1/2004 (3%)	February 1/2005 (3%)	February 1/2006 (3%)
<b>Group 1:</b>	<sup>1</sup> Trainee:				
Teller	Start:	14.42	14.85	15.30	15.76
Receptionist/Typist	6 mos:	14.93	15.38	15.84	16.32
Insurance Representative I	12 mos:	15.36	15.82	16.29	16.78
<b>Group 2:</b>	Start:	15.11	15.56	16.03	16.51
Teller	6 mos:	15.54	16.01	16.49	16.98
Communications Representative	12 mos:	15.99	16.47	16.96	17.47
Receptionist/Typist	18 mos:	16.43	16.92	17.43	17.95
Insurance Representative I and II	24 mos:	16.87	17.38	17.90	18.44
Clearing Clerk	30 mos:	17.36	17.88	18.42	18.97
Loan Clerk					
Member Service Representative					
Accounting Clerk					
<b>Group 3:</b>	Start:	16.00	16.48	16.97	17.48
Head Teller	6 mos:	16.43	16.92	17.43	17.95
Clearing Clerk	12 mos:	16.87	17.38	17.90	18.44
Loan Clerk/Interviewer	18 mos:	17.29	17.81	18.34	18.89
Member Service Representative	24 mos:	17.72	18.25	18.80	19.36
Loan Clerk/Interviewer/Member Service Representative	30 mos:	18.15	18.69	19.25	19.83
Commercial Services Clerk	36 mos:	18.58	19.14	19.71	20.30
Communications Representative					
Receptionist/Steno					
Insurance Representative II					
Accounting Clerk					
<b>Group 4:</b>	Start:	16.87	17.38	17.90	18.44
Head Teller	6 mos:	17.29	17.81	18.34	18.89
Clearing Clerk	12 mos:	17.72	18.25	18.80	19.36
Mortgage/Loan Officer	18 mos:	18.15	18.69	19.25	19.83
Member Service Representative	24 mos:	18.58	19.14	19.71	20.30
Commercial Services Clerk	30 mos:	19.03	19.60	20.19	20.80
Insurance Representative Rep III	36 mos:	19.43	20.01	20.61	21.23
Accounting Clerk	42 mos:	19.83	20.42	21.03	21.66
<b>Group 5:</b>	Start:	18.15	18.69	19.25	19.83
	6 mos:	18.58	19.14	19.71	20.30
Loan Officer	12 mos:	19.03	19.60	20.19	20.80
Accounting Clerk	18 mos:	19.43	20.01	20.61	21.23
Insurance Representative IV	24 mos:	19.81	20.40	21.01	21.64
	30 mos:	20.26	20.87	21.50	22.15
	36 mos:	20.84	21.47	22.11	22.77
	42 mos:	21.33	21.97	22.63	23.31
	48 mos:	21.85	22.51	23.19	23.89

<sup>1</sup>**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 60 working days. After no more than 60 working days at the Start Rate of Group 1, the employee will automatically move to the 6 month step of Group 1. This Trainee rate shall only be used where the new employee does not have previous job-related experience.

**Note:**

- Group 1 - upon reaching satisfactory performance, after 12 months, shall be reclassified to Group 2.
- Employees shall post into Group 3 positions and above.
- Loan Officer 4 - must complete a minimum of 2 years service and reach satisfactory performance to fill a Group 5 position.
- Insurance Representative 1 upon reaching satisfactory performance, after 12 months, shall be reclassified to Group 2, if he/she has the necessary qualifications.

**APPENDIX A – WAGE RATES  
CASUALS (8.8%)**

Classification	Step	February 1/2003 (2%)	February 1/2004 (3%)	February 1/2005 (3%)	February 1/2006 (3%)
<b>Group 1:</b>	<sup>1</sup> Trainee:	13.84	14.26	14.69	15.13
Teller	Start:	14.24	14.67	15.11	15.56
Receptionist/Typist	6 mos:	14.75	15.19	15.65	16.12
Insurance Representative I	12 mos:	15.14	15.59	16.06	16.54
<b>Group 2:</b>	Start:	14.93	15.38	15.84	16.32
Teller	6 mos:	15.37	15.83	16.30	16.79
Communications Representative	12 mos:	15.77	16.24	16.73	17.23
Receptionist/Typist	18 mos:	16.22	16.71	17.21	17.73
Insurance Representative I and II	24 mos:	16.65	17.15	17.66	18.19
Clearing Clerk	30 mos:	17.12	17.63	18.16	18.70
Loan Clerk					
Member Service Representative					
<p><b><sup>1</sup>Trainee:</b> 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 60 working days. After no more than 60 working days at the Start Rate of Group 1, the employee will automatically move to the 6 month step of Group 1. This Trainee rate shall only be used where the new employee does not have previous job-related experience.</p>					
<p><b>Note:</b></p> <ul style="list-style-type: none"> <li>• Group 1 - upon reaching satisfactory performance, after 12 months, shall be reclassified to Group 2.</li> <li>• Insurance Representative 1 upon reaching satisfactory performance, after 12 months, shall be reclassified to Group 2, if he/she has the necessary qualifications.</li> <li>• Casuals substituting in Group 3 positions or higher will be paid substitution pay, as per Article 20.7.</li> </ul>					

**APPENDIX B**  
**AUTHORIZATION FOR DEDUCTION**

I, \_\_\_\_\_ hereby authorize the Comox Valley  
*(please print)*  
Credit Union to deduct from the wages due to me, initiation fees, union dues and assessments and to transmit same to the B.C. Government and Service Employees' Union.

I understand that the amounts to be so deducted shall be certified by the Union, to be in effect in accordance with the Union's bylaws to the Comox Valley Credit Union.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness - Employer

\_\_\_\_\_  
Employees' Signature

Note: One (1) copy to be retained by the Comox Valley Credit Union.  
One (1) copy to be provided to the Branch Steward.

**APPENDIX C**  
**EXCLUDED POSITIONS**

General Manager/CEO  
Manager, Internal Audit & Risk  
Chief Financial Officer  
Controller  
Assistant Manager, Accounting  
Senior Manager, Information Systems  
Sr. Business Analyst  
Sr. Network Administrator  
Business Analyst  
Network Administrator  
Chief Operating Officer  
Manager, Marketing  
Marketing Coordinator  
Branch Manager  
Manager, Member Services  
Manager, Cash Services  
Manager, Lending Services  
Admin Manager, Operations  
Manager, Commercial Services  
Senior Manager, Human Resources  
Executive Assistant  
Human Resources Officer  
Training Officer  
General Manager, Community First Group  
Financial Planner  
Administrative Assistant  
Manager, Community First  
Assistant Manager, Community First

**LETTER OF UNDERSTANDING NO. 1**

*between*  
*COMOX VALLEY CREDIT UNION*  
*and*  
*B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION*

**Re: New Exclusions**

The Comox Valley Credit Union and BCGEU on behalf of the employees agree to the following:

**Marketing Coordinator:** This position will remain excluded until the current incumbent leaves the position. At that time the position will be included in the Bargaining Unit.

**Any New Positions:** Any new positions will be negotiated (in advance where operationally possible) with the Local Union Representative responsible for negotiations.

**LETTER OF UNDERSTANDING NO. 2****Part-time Employees**

Part-time employees will be regularly scheduled with minimum hours attached to each position.

Weekly schedules will be provided to all part-time employees at least seven (7) days in advance.

Employees wishing to maximize their hours of work must provide a written, signed and dated request to the Human Resources Department.

Employees who have requested to maximize their hours of work will be required to extend their hours of availability up to full-time (35.5 hours) within a five-day work week.

The employee's first commitment is to fill hours at their home branch.

Any additional hours will be offered to part-time employees that are available in the following order:

1. Classification within their home branch.
2. Branch seniority (seniority based on branch location).
3. Organizational seniority.

Additional hours will be offered to part-time employees who are available before a casual employee is called in to work.

Upon a part-time employee maximizing their hours of work for a six (6) month period, it is agreed that the guaranteed regular hours associated with that position will increase to reflect the increased hours worked over that time period. This does not apply to hours worked in a temporary position.

**Note:**

It is agreed that the Union and the Employer, prior to the ratification of the agreement, will hold a joint meeting to review this Letter of Understanding to ensure that there are not any challenges that have been overlooked, and to ensure that all parties have a clear understanding of the content. This meeting will include both Union and Employer Bargaining Committees, union employees and managers.

*\*Benefits prorated due to work hours maximized.*

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Rob Grundison,  
Chief Executive Officer

\_\_\_\_\_  
Doreen Smith,  
Bargaining Committee Chair

\_\_\_\_\_  
Susan Konopacki  
Chief Operating Officer

\_\_\_\_\_  
Shirley Giroux,  
Bargaining Committee

\_\_\_\_\_  
Kathy Powell,  
Senior Manager, Human Resources

\_\_\_\_\_  
Lynn Lidberg,  
Bargaining Committee

\_\_\_\_\_  
Richard Kerton  
Board Chair

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.