

**COLLECTIVE AGREEMENT**

**between the**

**GRAND FORKS DISTRICT SAVINGS CREDIT UNION**

**and the**

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

**Effective from July 1, 2004 to June 30, 2009**

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## DEFINITIONS

- (a) “*Agreement*” means this Collective Agreement.
- (b) “*Bargaining Unit*” means a unit composed of employees of the Employer included in the bargaining unit certified by the Labour Relations Board on May 26, 2000 but excluding those positions found in Appendix B, Excluded positions, and such other persons excluded by the Labour Relations Board pursuant to the Labour Relations Code (British Columbia) or by agreement of the parties.
- (c) “*Employee*” means an employee of the Employer included in the Bargaining Unit.
- (d) “*Employer*” means Grand Forks District Savings Credit Union.
- (e) “*Full-time employee*” means an employee who is regularly scheduled to work thirty five (35) hours or more per week.
- (f) “*Part-time employee*” means an employee who is not full-time.
- (g) “*Probationary employee*” means an employee during her first sixty (60) shifts actually worked.
- (h) “*Spouse*” means a person to whom the employee is married or with whom the employee has lived in a conjugal relationship for a period of at least twelve (12) continuous months.
- (i) “*Qualification*” includes ability, skill, knowledge, experience and past work performance.
- (j) “*Harassment*” means the harassment of a person based on any grounds enumerated in the Human Rights Code (British Columbia) and includes deliberate gestures, comments, questions, representations or other behaviours that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work related purpose.
- (k) “*President of the Union*” includes the President’s designate.
- (l) “*General Manager*” includes the General Manager’s designate.

## ARTICLE 1 - PURPOSE

### 1.1 Purpose of Agreement

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.

### 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 which attempts to preserve as much of the intent of the existing provision without violating the new 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 precedence over the said policy.

### 1.4 Discrimination and Harassment

- (a) The Parties subscribe to the principles of the Human Rights Code (British Columbia). Neither the Employer, the Union nor any employee in carrying out their obligations under this Agreement shall discriminate against a person based on any of the grounds enumerated in the Code.
- (b) The Parties recognize the benefit to be derived from a work environment free from Harassment where the conduct and/or language of all employees meets an acceptable standard for the workplace. The Parties agree to maintain such an environment.
- (c) The Employer agrees to develop a policy on Harassment in the workplace and shall consult with the Labour Management Committee about its content.
- (d) The Parties recognize that allegations of Harassment may involve sensitive disclosures. Confidentiality is required so as to ensure that those who may have been harassed feel free to come forward, and also to ensure that the reputations of the complainant and the respondent may be protected.
- (e) A formal written complaint alleging Harassment should be filed as soon as possible and in any event must be filed within six (6) months of the alleged occurrence to the first level of management not involved in the occurrence. Where the complainant or the respondent is an employee, the Employer will notify the appropriate Union representative within five (5) days of receiving the complaint that the complaint has been received and of the name of the complainant and the respondent, unless the complainant asked that the Union not be notified.
- (f) Pending the determination of the complaint, the Employer may take interim measures to separate the persons concerned, if deemed necessary. Any such action will not be deemed disciplinary in nature, or seen as a presumption of guilt or innocence. The respondent shall have the right to receive a copy of the allegations and to be given an opportunity to respond to them.
- (g) The Employer shall conclude its investigation within twenty (20) working days of receiving a complaint. The Employer may bring in an external person to conduct the investigation.
- (h) Both the complainant and the respondent, where either is a member of the Bargaining Unit, shall have been advised that either has the right to have a Steward present during all meetings held during the course of the investigation. Where both persons are members of the Bargaining Unit, they shall each have the right to a separate Steward.
- (i) The Employer shall complete a written report within five (5) working days of completing the investigation and shall advise the complainant, respondent and Staff Representative of the findings and the intended action.
- (j) Where disciplinary action is taken against an employee, it shall be subject to the grievance procedure and the paragraphs dealing with discipline.
- (k) Where the complainant or respondent is not satisfied with the outcome, she may initiate a grievance at Step 3 of the Grievance Procedure within five (5) days of receiving the Employers intended action.
- (l) Where an employee initiates a grievance, the Employer upon request agrees to disclose to the Staff Representative all relevant information gathered during the course of its investigation which it may rely upon in a hearing.

(m) Where the complaint is determined to be frivolous, vexatious or vindictive, the Employer may take appropriate action, including discipline and discharge.

(n) The foregoing provisions do not preclude an employee from filing a complaint pursuant to the Human Rights Code. However, where an employee files a human rights complaint, any grievance or harassment complaint shall be deemed to be withdrawn and no further grievance regarding the same matter may be filed. Nothing in this Collective Agreement is intended to make the Employer subject to two separate processes relating to a human rights issue.

**1.5 Masculine and Feminine**

Wherever the feminine is used in this Agreement, it shall also include the masculine and vice versa.

**ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

**2.1 Bargaining Agent Recognition**

The Employer recognizes the Union as the exclusive bargaining agent for the employees.

**2.2 Excluded Positions**

During the life of this Agreement, where a dispute arises as to whether an individual is an employee, it shall first be discussed by the Parties. In the event of failure to reach a satisfactory settlement, either Party may pursue the matter to the Labour Relations Board pursuant to the Labour Relations Code for resolution.

**2.3 No Other Agreement**

No employee shall be required or permitted to make a written or oral agreement with the Employer or its representative which conflicts with this Agreement.

**2.4 No Discrimination for Union Activity**

The Employer agrees that it shall not discriminate with respect to an employee by reason of her membership or activity in the Union.

**2.5 Recognition and Rights of Stewards**

(a) The Employer recognizes the Union's right to select stewards to represent employees. The Union agrees to provide the Employer with a list of employees designated as Stewards.

(b) A Steward shall obtain permission of her supervisor before leaving her work to perform the Steward duties as described below. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the Steward shall notify her supervisor.

(c) Within reason, a Steward may:

- (1) investigate complaints of an urgent nature;
- (2) assist any employee who the Steward represents in presenting a grievance in accordance with the grievance procedure;
- (3) attend meetings at the request of the Employer;
- (4) meet with a new employee as provided in Article 5;
- (5) attend grievance meetings in accordance with Article 8,

- (6) attend disciplinary meetings in accordance with Article 10.4,
- (7) with the permission of the General Manager, have the opportunity to address staff meetings for the purpose of informing members on matters of importance to them.

## **2.6 Bulletin Boards**

A bulletin board will be made available to the Union on the Employer's premises for the purpose of posting notices pertaining to the general business of the Union. Notices shall only be posted by and removed by a Union designate. Notices will not be of a derogatory nature to the Employer. The bulletin board will be located in a place out of public view.

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

It shall not be a violation of this Agreement nor cause for discipline of an employee to refuse to cross a lawful picket line recognized by the Union. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines. "Refuse to cross a lawful picket line" does not include the right of an employee to leave her place of work because a picket line has appeared outside the workplace. Employees shall not be paid for any work time lost because of a refusal to cross a picket line.

## **2.8 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) for up to three (3) employees who are representatives of the Union's Bargaining Committee to carry on negotiations with the Employer.

(b) *With Pay* - Leave of absence without loss of pay or seniority shall be granted to employees who are appointed by the Union as members of the Labour/Management Committee. Time spent by Committee Members attending Labour/Management meetings held on their day of rest or outside their regularly scheduled hours of work shall not be considered time worked.

(c) When leave without pay is granted, the leave shall be provided by the Employer with basic pay to the employee. The Union shall reimburse the Employer for salary and benefit costs, including any travel time. Leave of absence granted under this clause shall include travel time.

(d) 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. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

## **2.9 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 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) The Employer agrees that all employees who were members of the Union on May 26, 2000, or thereafter became members, and all employees hired on or after May 26, 2000, shall as a condition of employment, within thirty (30) days of the date of employment, become and remain members of the Union.

(b) No employee who is not a member of the Bargaining Unit shall, except in cases of emergency or for purposes of instruction, carry out duties which will displace, replace or layoff a Bargaining Unit member.

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

(a) Each employee, as a condition of employment by the Employer, shall complete an authorization form providing for the deduction from her wages of the regular dues payable to the Union by an employee. Upon receipt of the authorization form and until the authorization is revoked in writing, the Employer shall deduct the amount of the regular dues from each pay of an employee, whether or not she is a member of the Union.

(b) An employee who is a member of the Union shall complete an authorization form providing for the deduction of initiation fees and other assessments levied by the Union in accordance with its Constitution and Bylaws. The Employer agrees to deduct such fees and assessments where it receives such an authorization.

(c) Deductions shall be made for each bi-weekly payroll period and membership dues or payments in lieu thereof shall be considered owing in the period for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union not later than the fifteenth (15th) day of the subsequent month. The Employer shall provide a list of names of those employees from whose wages such deductions have been made together with the amounts deducted from each employee.

(e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of regular 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. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.

(f) The Employer shall note the amount of union dues which have been deducted on each employee's T-4 form.

(g) Notwithstanding anything contained in this Article, there shall be no financial responsibility on the part of the Employer for fees, dues or assessments of an employee unless there are sufficient unpaid wages of that employee in the Employer's possession.

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

The Employer shall acquaint all new employees with the fact that a Collective Agreement is in effect. A new employee shall be advised of the name and location of the Stewards. The Employer will introduce the new employee to one of the Stewards, so that the Steward may present her with a copy of the Agreement. The Steward will be allowed up to fifteen (15) minutes without loss of pay during the first thirty (30) days of employment of the new employee to acquaint her with the Agreement and with the Union.

**ARTICLE 6 - MANAGEMENT RIGHTS**

(a) The Union acknowledges that the management of the Employer is vested exclusively in the Employer, unless otherwise provided by this Agreement. The Employer reserves all rights not specifically restricted by the provisions of this Agreement including but not restricted to the right to:

- (1) maintain order, discipline, and efficiency;
- (2) make or alter rules and regulations to be observed by employees which are not in conflict with any provision of this Agreement;
- (3) direct the work force, create any new classifications or work units, determine the number of employees, if any, needed from time to time in any work units or classifications and determine whether or not a position will be filled, will be continued or declared redundant;
- (4) hire, promote, transfer, lay-off, recall and demote; and
- (5) discipline, suspend, or discharge for just cause.

(b) The Employer agrees that it will exercise its management authority in good faith and consistent with legitimate work purposes.

(c) The Employer recognizes the Union's right to grieve any Employer decision which it reasonably believes is in conflict with the terms of this Agreement.

(d) Nothing contained in this Agreement shall limit the statutory powers and duties of the Directors of the Employer pursuant to the Financial Institutions Act (British Columbia), Credit Union Incorporation Act (British Columbia), the Company Act (British Columbia) and Regulations thereto.

**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. To implement this the Union shall supply the Employer with the names of its officers and Stewards, and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may transact business. The Union shall only transact business with these persons.

**7.2 Labour-Management Committee**

The Employer and the Union agree to establish a Labour Management Committee comprised of up to three (3) Employer and up to three (3) Union representatives. A Staff Representative of the Union may attend meetings of the Committee. No decision of the Committee may be taken unless there is consensus between the Employer and Union representatives.

The Committee shall meet at the request of either party, but not more than once per month, nor less than once every three (3) months, at a place and time to be mutually agreed.

The purpose of the meetings shall be to exchange information of mutual interest, to review administrative matters arising from this Agreement, and to maintain effective Union/Employer relations. Any discussions of grievances, as defined by this Agreement, shall be treated strictly on a “without prejudice” basis.

## **ARTICLE 8 - GRIEVANCES**

### **8.1 Grievance Procedure**

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is arbitrable; or
- (b) the dismissal, discipline or suspension of an employee.

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 employee’s supervisor. She shall have the right to have a Steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance through a Steward to Step 2 of the grievance procedure. Where the aggrieved employee is a Steward, she shall not, where possible, act as a Steward in respect of 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) calendar days after the date:

- (a) on which she was notified orally or in writing of the action or circumstances giving rise to the grievance; or
- (b) on which 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**

Subject to the time limits in Article 8.3, the employee may present a grievance at Step 2 by:

- (a) recording the grievance in writing, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the Article or Articles of the Agreement alleged to have been violated, and the remedy or correction required; and
- (c) providing the written grievance to her supervisor through a Steward.

The supervisor shall sign and date the grievance as received at Step 2.

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

Within ten (10) working days of receiving the grievance Step 2, the Supervisor and the Steward shall meet to attempt to resolve the dispute. This meeting may be waived by mutual agreement.

The supervisor shall reply in writing to an employee's grievance within fifteen (15) working days of receiving the grievance at Step 2.

### **8.6 Step 3**

The President of the Union may present a grievance to the General Manager at Step 3:

- (a) within fifteen (15) working days after the reply from the Employer at Step 2; or
- (b) within fifteen (15) working days after the Employer's reply was due at Step 2.

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

Within thirty (30) calendar days of receipt of the grievance at Step 3, the General Manager shall reply to the grievance in writing.

### **8.8 Time Limits to Submit to Arbitration**

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

- (a) fifteen (15) working days after the Employer's decision has been received at Step 3; or
- (b) fifteen (15) working days after the Employer's decision was due at Step 3, 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 the grievance shall be deemed to have been abandoned for all purposes of this Agreement.

Where an employee or the Union files a human rights complaint relating to an employee of the Credit Union, any grievance or submission to arbitration relating to the same employee and subject matter shall be deemed to be abandoned.

### **8.11 Grievance Abandoned**

Except as provided in Article 8.13, if a grieving party does not advance the grievance within the timelines specified, the grievance will be deemed to be abandoned for all purposes and all further recourse to the grievance procedure shall be at an end.

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

Except as provided in Article 8.11 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.

### **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 Policy Grievance**

Either party may initiate a policy grievance by notifying the other party of its grievance within thirty (30) days of when the alleged violation of the Agreement became known or ought reasonably have been known. The notification shall include the nature of the grievance, the Article or Articles alleged to have been violated and the remedy requested. Failing settlement within ten (10) working days, the aggrieved Party may refer the grievance to arbitration pursuant to Article 9.

## **ARTICLE 9 - ARBITRATION**

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

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 in accordance with Article 8.8 that it is submitting the difference or allegation to arbitration.

### **9.2 Single Arbitrator**

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

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 to commence a hearing within three (3) months of the submission to arbitration, then the arbitrator who is available at the earliest date shall be appointed or the parties may agree to another arbitrator or either party may request that a single arbitrator be appointed pursuant to the Labour Relations Code of B.C.

- Joan Gordon
- James Dorsey, QC
- Marguerite Jackson, QC
- Stan Lanyon, QC

### **9.3 Decision of Arbitrator**

- (a) The arbitrator shall hear the Parties, settle the terms of question to be arbitrated if necessary, and make her award, in writing, to each of the parties. The award shall be final and binding on the Parties. The arbitrator may not change, modify or alter any of the terms of this Agreement.
- (b) The arbitrator shall make her best effort to render a decision within thirty (30) days of conclusion of the hearing.

#### **9.4 Expenses of Arbitrator**

Each Party shall pay its 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**

- (a) 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.
- (b) The discharge of a probationary employee shall be based on suitability of employment with the Employer.
- (c) In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

#### **10.2 Discipline Grievance**

All dismissals, suspensions and discipline will be subject to the 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 within five (5) working days of the action being taken.

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

- (a) An employee shall be given a copy of any document placed on her file which might be utilized in disciplinary action. Should an employee dispute any entry in her file, she shall be entitled to challenge it through the grievance procedure. The eventual resolution of it shall become part of her personnel record.
- (b) Upon the employee's request any such document, other than a formal employee appraisal, shall be removed from the employee's personnel file after the expiration of twenty-four (24) months from the date it was issued provided there has not been any additional discipline.
- (c) 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.

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

Should it become necessary to discuss a matter with an employee which could result in disciplinary action being taken, such discussion will be conducted in private. At the discretion of the employee, a Steward shall be present. Where the employee is a Steward, she shall have the right to consult with a Staff Representative, and to have a Staff Representative present if doing so does not result in undue delay of the disciplinary action being taken.

### **10.5 Employee Appraisal Forms**

- (a) The Employer may conduct performance appraisals as it deems necessary.
- (b) Where an appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read, review and ask questions about the appraisal. Upon request, the employee will be given three (3) working days to read and review the appraisal.
- (c) The annual appraisal form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the appraisal, and the other indicating that she disagrees with the appraisal. The employee must sign in one (1) of the two (2) places. No employee may initiate a grievance regarding the contents of her appraisal unless the employee has signed in the place indicating disagreement with the appraisal and has provided reasons for her disagreement.

### **10.6 Personnel File**

An employee shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept or in another office set up for that purpose. The employee may be accompanied by the Union President. The employee shall give the Employer not less than one (1) complete business day notice prior to having access to such file(s).

The employee may allow the President of the Union or the President's designate to review her personnel file in her place if she provides the Employer with written permission for the President of the Union to do so not less than three (3) business days prior.

## **ARTICLE 11 - SENIORITY**

### **11.1 Accumulation of Seniority**

Full-time and part-time employees shall accumulate seniority in accordance with this Article.

### **11.2 Seniority Defined**

- (a) Seniority shall be defined as the length of the employee's continuous employment with the Employer, and shall accumulate, based on straight-time paid hours since the most recent date of employment with the Employer, including service prior to certification of the Union.
- (b) Straight time paid hours shall include:
  - (1) paid holidays hours;
  - (2) paid vacation hours;
  - (3) leave during which time an employee is in receipt of wage loss benefits from the Workers Compensation Board (WCB) pursuant to Sections 29 or 30 of the Workers Compensation Act in respect of a claim from this Employer. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than wage loss benefits pursuant to Sections 29 or 30 of the Act, so long as the employee is otherwise entitled to benefits under those Sections;
  - (4) maternity, parental and adoption leave
  - (5) union leave - for a period up to one (1) year;
  - (6) paid injury and illness leave - for a period up to one (1) year;
  - (7) education leave;

- (8) paid bereavement and jury duty leave;
  - (9) employer paid personal leave.
- (c) Seniority shall be maintained but shall not accumulate during all other absences.
- (d) For the purpose of accumulating seniority pursuant to Article 11.1, straight time paid hours will be based on the average weekly hours in the (3) years immediately preceding the absence.

### **11.3 Seniority List**

The Employer will prepare once every six (6) months an up-to-date seniority list containing the following information pertaining to its employees:

- (a) Employee's name;
- (b) Employee's seniority;
- (c) Employee's current classification.

The seniority list shall be provided to the Union and posted by the Employer for thirty (30) days. Any objection to the accuracy of the information contained therein must be submitted in writing to the Employer during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes for the duration of that posting period.

### **11.4 Loss of Seniority**

An employee shall lose seniority and her employment shall be deemed terminated in the event that:

- (a) she is discharged for just cause; or
- (b) subject to Article 11.6, she voluntarily terminates her employment; or
- (c) she is absent without leave for more than three (3) working days without reasonable excuse; or
- (d) she is on layoff for more than nine (9) months; or
- (e) the employee fails to return to work within seven (7) calendar days of recall after being notified by registered mail, fax, e-mail or courier. Employees required to give two (2) weeks notice to another employer shall be deemed to be in compliance with the seven (7) calendar day provision. It is the responsibility of an employee to keep the Employer informed of her most recent address and the means by which she prefers to be contacted.

### **11.5 Re-employment**

An employee who resigns her position and within ninety (90) days is re-employed as an employee shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits.

### **11.6 Bridging of Service**

If an 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 an employee with at least four (4) 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 part-time employee;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

### **11.7 Seniority For Probationary Employees**

- (a) A probationary employee shall accumulate, but may not use seniority during her probationary period.
- (b) During her probationary period, a probationary employee may be terminated for unsuitability.

## **ARTICLE 12 - JOB POSTING**

### **12.1 Filling Postings**

If the Employer decides to fill a vacancy or to create a new job, the following shall apply:

- (a) If the vacancy or new job will have a duration of sixty (60) working days or more, the vacancy or new job shall, before being filled, be posted for a minimum of seven (7) calendar days. Employees may apply for the position by submitting an application in writing to the General Manager.
- (b) Notwithstanding (a) above, if the vacancy or new position is a temporary one of less than sixty (60) working days, the position will not be posted and instead shall be filled as follows:
  - (1) by an employee cross trained for the position;
  - (2) if there is no employee cross trained for the position, by a Qualified employee;

Where there are no Qualified employees, the Employer may appoint an existing employee or hire from outside.

If the application of Article 12.1(b) above requires the Employer to pay overtime to the employee in accordance with Article 15.6 Overtime Compensation, paragraph (a) (3) and (4), the Employer is not required to make the proposed move.

- (c) All temporary vacancies which are known to be in excess of sixty (60) working days, and which the Employer decides to fill, shall be posted. Where the length of the temporary vacancy is unknown at the start, it shall be posted after ninety (90) working days.
- (d) A successful applicant for a permanent position shall not be permitted to apply for any other position or vacancy for a period of six (6) months. An employee who is awarded a temporary vacancy or position shall not be permitted to apply for another temporary vacancy or position until the temporary vacancy or position ends. An employee who is filling a temporary vacancy or position may apply for a permanent vacancy or position at any time.
- (e) Cross training opportunities shall be posted as permanent vacancies in accordance with Article 12.1(a), and shall be filled in accordance with Article 12.4. An employee who successfully applies for a cross training opportunity may not apply for another cross training opportunity for six (6) months after commencing the cross training, but may apply for other positions.

### **12.2 Notice to Successful Applicant**

The name of the successful applicant for a posted vacancy or position shall be posted on the Employer bulletin board for seven (7) days.

### **12.3 Information in Postings**

Postings shall contain the following information: nature of position, Qualifications, wage or salary rate or range, hours of work including start and stop times, hours per week, the closing date, the commencement date, and whether the employee is required to use her automobile in the performance of her duties. Qualifications may not be established in an arbitrary or discriminatory manner.

### **12.4 Appointment Policy**

The Employer will fill vacancies based on the Qualifications of the applicants. Where two or more applicants have the requisite Qualifications and the Qualifications are relatively equal, the Employer will select the employee with the greatest seniority. If no employee has the requisite Qualifications, the Employer may appoint an existing employee or hire from outside.

### **12.5 Trial Period**

The successful applicant for any job posting will have a thirty (30) working day familiarization period, subject to extension by the Labour/Management Committee. During this time the applicant may choose to return to her former job or the Employer may choose to return her to her former job if her performance is unsuitable for the new position. An applicant returned to her former job will not be subject to the restriction set out in Clause 12.1 (d) and (e). Any other employees transferred or promoted, as a result of the original job position will also be returned to their former status.

### **12.6 Transfers Without Posting**

If the Union and the Employer agree, a job vacancy or new job may be filled without posting.

### **12.7 Notification of Unsuccessful Applicants and Grievance Process**

(a) Unsuccessful applicants to positions will be notified of the name and classification of the successful applicant. An unsuccessful candidate may request an explanation from the supervisor for the reasons why she was unsuccessful, and receive an oral explanation. Where no grievance has been filed in accordance with Article 12.7(b) within ten (10) calendar days of the date of posting the name of the successful applicant, the applicant shall be confirmed in the position subject to Article 12.5.

(b) Grievances must be filed at Step 2 of the Grievance procedure within ten (10) calendar days of the posting of the name of the successful applicant. Where a grievance has been filed, no permanent placement shall take place until the grievance has been resolved. The Employer will place the successful applicant into the position pending the resolution of any grievance.

### **12.8 Vacation Letters**

Employees who will be absent from duty on vacation, for more than seven (7) calendar days will be entitled to file a letter of preference with their supervisor indicating positions they would accept should a vacancy occur while they are absent. Such letter(s) of preference will only be valid for the duration of the vacation.

### **12.9 Deemed Qualified**

Unless a legal requirement of the job exists, if Qualifications for a position are changed, incumbents are deemed to possess the necessary Qualifications for the position if she can do the job. However, the employee will be red circled at her pay level until the earlier of the day she obtains the Qualifications and/or twelve (12) months. If the employee does not obtain the Qualifications within twelve (12) months, she must either accept a demotion to a vacant position for which she has the Qualifications or be laid off. The period to obtain the Qualifications may be extended by the Labour Management Committee.

**ARTICLE 13 - LAYOFF & RECALL****13.1 Role of Seniority in Layoff**

In the event that it becomes necessary to layoff an employee, the Employer shall layoff the least senior employee in the job classification affected, provided the remaining employees have the requisite Qualifications to do the job.

**13.2 Layoff Procedure**

- (a) An employee affected by layoff shall choose either:
  - (1) to fill a vacancy, at the same or a lower classification, for which she has the Qualifications; or
  - (2) to displace a junior employee providing she has the Qualifications to perform the position; or
  - (3) familiarization pursuant to Article 13.3; or
  - (4) to be placed on the recall list pursuant to Article 13.5; or
  - (5) to claim severance pay pursuant to Article 13.8.
- (b) The employee will notify the Employer of her choice within three (3) working days of receiving the notice of layoff. She may request the assistance of a Steward at any time during this process.
- (c) When an Employee chooses to displace a junior employee in another classification, she shall displace the employee with the least seniority. A part-time employee may not bump a full-time employee regardless of seniority.
- (d) The Employer will provide employees with not less than fourteen (14) calendar days notice of layoff or pay the employee any lost wages in lieu of notice.

**13.3 Familiarization/Layoff**

An employee who has more than ten thousand (10,000) hours of seniority who has been affected by a layoff, but does not possess the qualifications to displace a less senior employee in the same or lower rated classification, shall be allowed a twenty (20) working day period of familiarization in order to show that she is able to do the job. The period of time may be extended by mutual agreement between the Union and the Employer.

An employee who fails to show that she can do the job within the familiarization period may then select from the options contained in Article 13, with the exception of familiarization or displacing a junior employee.

**13.4 Recall Term**

An employee who is laid off due to lack of work or redundancy shall be placed on a recall list for a period of nine (9) months.

**13.5 Recall Rights**

An employee on the recall list shall have the right of recall in order of seniority and return to her former position or to a position for which she has the Qualifications 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 senior employee on the recall list will be offered the resulting vacant position providing she has the Qualifications.

### **13.6 Notice of Recall**

Notice of recall to an employee on the recall list shall be provided verbally, sent by registered mail, sent by e-mail or delivered by hand 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 two (2) working days of receiving it. An employee bypassed under these conditions shall be kept on the recall list for the remainder of her recall period. A copy of the recall notice shall be given to the Steward.

### **13.7 Resignation**

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

### **13.8 Severance**

- (a) An employee who opts to take severance pursuant to Article 13.2(a)(5) or is not recalled before the expiry of her recall rights, shall receive severance pay in an amount equivalent to one (1) week's pay for each completed year of employment with the Employer at the time of layoff since last being hired by the Employer to a maximum of ten (10) weeks pay.
- (b) An employee may elect to take severance pay prior to the expiry of her recall rights in which case she shall forfeit any remaining recall rights.

## **ARTICLE 14 - HOURS OF WORK**

### **14.1 Hours of Work Defined**

- (a) The standard work week for full-time employees shall be either thirty five (35) or thirty six (36) hours on any five (5) consecutive days from Monday to Saturday, inclusive. Except as otherwise set out in this Agreement, the standard work day shall not exceed seven and three quarter ( $7\frac{3}{4}$ ) hours. The standard work day and standard work week is not intended to be a guarantee of work.
- (b) Part-time employees may be scheduled for hours up to the standard weekly hours for the position they are filling.
- (c) The determination of the starting and finishing times of the daily and weekly work schedules shall be made by the Employer, and such schedules may be changed by the Employer from time to time.
- (d) The usual hours of work for full-time employees shall be from 8:30 a.m. to 5:15 p.m. unless changed by mutual agreement between the Employer and the employee, or unless changed by the Employer pursuant to (e).
- (e) The start and finish times may be changed by the Employer with a minimum of fifteen (15) working days written notice provided the shift starts at 7:30 a.m. or later and provided the shift ends at 6:00 p.m. or earlier, except where paragraph (f) applies.
- (f) If the Employer establishes a start time prior to 7:30 a.m. or a finish time after 6:00 p.m. the position will be posted as a vacancy pursuant to Article 12.1.

### **14.2 Scheduling Hours**

- (a) The Employer will post the available schedule for part-time by the 10<sup>th</sup> day of the month for the following month. Part-time employees will have five (5) days to bid on the schedules in order of their seniority. An employee must be qualified and available for any shift she bids on (subject to approved vacations). An employee absent for any reason may appoint a proxy to exercise her bid for her.

- (b) The Employer may change the scheduled hours of a part-time employee by giving her two (2) weeks notice in writing.
- (c) Part-time employees may be required to work additional hours to those on the schedule up to the straight time maximum. The Employer will ask Qualified part-time employees not already scheduled to work on the day to work in order of seniority. Part-time employees shall be offered additional hours within their classification before qualified part-time employees from other classifications. The junior employee must accept the call if no senior Qualified employee is able to take the shift because of a prior commitment or family responsibilities.
- (d) The Parties agree that if the junior employee is unable to work the shift because of substantiated illness or injury, then "*junior employee*" in Article 14.2(c) shall mean the junior employee qualified to do the work who is not disabled from doing so by injury or illness.
- (e) If the junior employee is requested to work additional hours and takes the position that she is unable because of injury or illness to work the additional hours, then the responsibility is hers to provide sufficient explanation for why she is unable to work the shift and to provide adequate medical documentation substantiating the illness or injury where requested.
- (f) If the junior employee fails to provide sufficient explanation of why she cannot work the additional hours at the time she is requested to work the additional hours, or as soon as reasonably possible if an illness for injury occurs after the employee has agreed to work the shift, the employee shall be deemed to have violated Article 14.2(d).
- (g) No part-time employee is guaranteed any hours of work but the Employer will make its best efforts to make not less than 15 hours per week of work available to part-time employees.
- (h) If the Employer finds that it is overstaffed in any position on any day, it shall ask for volunteers to go home, and if there are no volunteers, the junior employee shall be sent home provided that the remaining employees have the skills to perform the available work. An employee sent home in such circumstances shall receive a minimum of four (4) hours pay for the day.
- (i) The Parties agree that a probationary employee may work full-time during her probationary period or a part-time cross trainee while cross training and this shall not be considered a violation of this Agreement.

### 14.3 Meal Period

All employees working more than five (5) hours on any day will have a one (1) hour unpaid meal break which will normally be scheduled to begin between 11:00 a.m. and 2:00 p.m. or at some other time to be mutually arranged between the employee and her Supervisor.

### 14.4 Rest Periods

- (a) An employee who works five (5) hours or more on any day will receive one (1) paid break of fifteen (15) minutes, no sooner than the completion of her first (1<sup>st</sup>) hour of work and not later than the third (3<sup>rd</sup>) hour of work. The employee and her Supervisor may agree to take the break at another time.
- (b) An employee who works seven (7) hours or more on any day shall be entitled to take a second paid break of fifteen (15) minutes to be taken after the unpaid meal break, not later than one (1) hour before the end of the shift. Employees entitled to two (2) breaks in a day may agree with the Employer to combine them into one half (½) hour break or to leave one half (½) hour early.
- (c) There shall be no lunch break and only one (1) paid break of fifteen (15) minutes on Saturdays where an employee is scheduled to work five (5) hours or less.

#### 14.5 Stand-by Provisions

Qualified employees who volunteer to do so will be added to a roster for standby for the Automated Teller Machine (ATM) call-outs for one (1) calendar month at a time. Not more than six (6) persons will be utilized in any calendar year, one (1) of whom may be the Teller Supervisor. Each person should expect to cover two (2) months. The standby responsibility will be allocated among Qualified employees on an equitable basis over the term of the Agreement, subject to the Electronic Services Representative always being utilized in each year. During the month she is assigned to standby, the employee will carry a beeper or cell phone and agrees that she will be available during the specified period. She will be paid twelve dollars (\$12.00) per day she is assigned to be the standby person and will, in addition, receive a flat fee of thirty dollars (\$30.00) for all “call-outs” in Grand Forks. For persons who live in Christina Lake, the rate is fifty dollars (\$50.00) per call out in Grand Forks.

#### 14.6 Irregular Hours

Notwithstanding Article 15.6, an employee and the Employer may agree that a full-time employee, by virtue of her position, may work an irregular schedule of shifts provided that she does not work more than ten (10) continuous hours at one (1) time, and seventy (70) hours in a two (2) week pay period.

(a) In the event an employee works more than ten (10) continuous hours at one (1) time, she shall be paid overtime as follows:

- (1) time and one half (1½ x) for the first two (2) hours
- (2) double time (2x) for all hours over two (2).

(b) In the event an employee works more than seventy (70) hours in a two (2) week averaging period, she shall be paid overtime as follows:

- (1) time and one half (1½ x) for the first twenty (20) hours
- (2) double time (2x) for all hours over twenty (20).

Overtime hours are not counted as part of the biweekly hours.

#### 14.7 Split Shifts

There shall be no split shifts.

### ARTICLE 15 - OVERTIME

#### 15.1 Definitions

- (a) “*Overtime*” – means work performed by a full-time employee in excess or outside of her regularly scheduled hours of work.
- (b) “*Straight time rate*” – means the hourly rate of remuneration.
- (c) “*Time and one-half*” – means one-and one-half times (1½x) the straight time rate.
- (d) “*Double time*” – means twice the straight time rate.
- (e) “*Double time and one-half*” – means two and one-half times (2½x) the straight time rate.

#### 15.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
  - (1) the overtime worked is authorized in advance by the Employer; and
  - (2) the employee does not control the duration of the overtime worked.

(b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use her discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure to determine the legitimacy of the overtime claimed.

### **15.3 Overtime Entitlement**

(a) A full-time employee shall be entitled to overtime compensation for hours worked in excess of her scheduled daily hours or her scheduled weekly hours, except as set out for employees who work irregular hours.

(b) Overtime shall be compensated in fifteen (15) minute increments; however, employees shall not be entitled to any compensation for periods of less than fifteen (15) minutes per day.

### **15.4 Recording of Overtime**

Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.

### **15.5 Allocation of Overtime**

(a) Where an employee must work overtime to complete a task (eg. balancing or serving a member), she shall work the overtime, unless excused by her Supervisor. In other circumstances, the overtime shall be offered to employees in the classification needed to work the overtime in order of seniority.

(b) An employee may not refuse overtime unless there is a junior employee in the classification available and willing to perform the overtime work.

### **15.6 Overtime Compensation**

- (a) Authorized overtime worked by full-time employees shall be compensated at the following rates:
- (1) time and one-half ( $1\frac{1}{2}x$ ) for the first two (2) hours of overtime on a regularly scheduled work day;
  - (2) double time ( $2x$ ) for hours worked in excess of the two (2) hours referred to in (1) above;
  - (3) time and one half ( $1\frac{1}{2}x$ ) for all hours worked on a day of rest except Sunday, except that hours worked in excess of seven (7) worked on a day of rest shall be paid at double time ( $2x$ );
  - (4) double time ( $2x$ ) for all hours worked on a Sunday.

The compensation of overtime in (1) and (2) is to be on a daily basis and not cumulative.

(b) Overtime rates shall not be paid where an employee requests to come in on a day of rest by agreement with the Employer to make up for time taken off during a regular workday.

### **15.7 Overtime Meal Allowance**

(a) When an employee is required to work in excess of two and one-half ( $2\frac{1}{2}$ ) hours overtime immediately before or after completion of her scheduled daily hours, she shall be provided with a meal or shall be reimbursed with an overtime meal allowance of thirteen dollars (\$13.00), and a meal break of one-half ( $\frac{1}{2}$ ) hour with pay will be given.

(b) If the employee continues to work overtime beyond three (3) hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every four (4) hours worked thereafter.

- (c) The overtime meal allowance does not apply to an employee called back to work more than one (1) hour after the end of her shift or for the first seven (7) hours of a shift which is all overtime.

**15.8 No Layoff to Compensate for Overtime**

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

**15.9 Overtime for Part-Time -Employees**

(a) A part-time employee working fewer hours than the normal hours per day of a full-time employee in the classification, and who is required to work longer than her regular work day, shall be paid at the rate of straight time for the hours so worked, up to the normal hours in the work day of a full-time employee in that classification.

(b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than on her regularly scheduled work day, shall be paid at the rate of straight time for the days so worked up to the normal work days in the work week of a full time employee in that classification.

Overtime rates shall apply to hours worked in excess of (a) and (b) above.

**15.10 Callout Provisions**

A full-time employee who is called back to work outside her regular working hours shall be compensated for a minimum of three (3) hours at applicable overtime rates. This does not apply to a callout of persons assigned to standby for the month or the person who attends with her as a second (2nd) person.

**ARTICLE 16 - STATUTORY HOLIDAYS**

**16.1 Statutory Holidays**

(a) Subject to the provisions of this Article, the Employer agrees to provide all employees with the following holidays without loss of pay:

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

and any other day that may be stated a legal holiday by the provincial, civic and/or federal government.

(b) The Employer may exercise its discretion to implement early closure on Christmas Eve subject to business requirements.

(c) To qualify for holiday pay, an employee must:

- (1) have completed her probationary period with the Employer; and
- (2) work her last scheduled shift immediately prior to the holiday and her first scheduled shift immediately following the holiday.

(d) Full-time employees who have not been paid by the Employer for at least fifteen (15) of the thirty (30) calendar days immediately preceding the holiday, and all part-time employees shall receive

holiday pay prorated in accordance with time paid by the Employer during the twenty eight (28) days immediately preceding the holiday relative to the full-time hours for her position during that period.

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

In the event a holiday occurs during an employee's vacation, the employee's vacation shall be extended by one (1) day or may be taken at another time, as mutually agreed by the employee and the Employer.

### **16.3 Statutory Holiday Falling on a Sunday or a Monday**

- (a) When a statutory holiday falls on a day that is not a regular working day, the previous Saturday shall be observed as the holiday.
- (b) Nothing in this Agreement shall be interpreted to restrict the Employer from opening on a day observed as a holiday.

### **16.4 Holiday Falling on a Scheduled Work Day**

- (a) An employee who qualifies for a holiday, excepting Christmas Day and New Year's Day, and who is required to work on the designated holiday shall be compensated at a rate of time and one-half ( $1\frac{1}{2}x$ ) for all hours worked on the holiday plus be paid her holiday pay for the day. An employee who qualifies for a holiday and who is required to work on Christmas Day or New Year's Day shall be compensated at a rate of double time ( $2x$ ) for all hours worked on the day plus be paid for her holiday pay for the day. The reference to Christmas Day and New Year's Day is a reference to the actual day and not the day observed as the holiday.
- (b) Notwithstanding (a), where an employee works on a day observed as the holiday, excepting where the Employer is open for business on the day, she may at her option either be paid her holiday pay for the day observed as the holiday or take another day off in lieu and be paid her holiday pay for that day.

### **16.5 Holiday Falling on a Day of Rest**

This Article shall apply only in the event the Employer moves to a six (6) day a week operation.

- (a) When a holiday falls on a full-time employee's day of rest, the employee shall be entitled to another day off as the holiday. The scheduling of such day shall be the employee's next working day or another day agreed to between the employee and Employer.
- (b) When a holiday falls on a part-time employee's day of rest, the employee shall receive holiday pay in accordance with Article 16.1(d).
- (c) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, she shall be compensated at time and one-half ( $1\frac{1}{2}x$ ).

## **ARTICLE 17 - ANNUAL VACATION**

### **17.1 Definition of Terms**

For the purpose of this Article, the vacation year shall mean the twelve (12) month period commencing on the date of hire, and on each anniversary date thereafter.

### **17.2 Vacation Schedule for First Vacation Year**

- (a) Each full-time employee who has completed eight (8) months of service with the Employer may borrow up to two (2) weeks of vacation leave and pay from her second vacation year entitlement.

(b) Notwithstanding Article 17.5(b), a part-time employee who has completed eight (8) months of service with the Employer may take up to two (2) weeks of vacation leave from her second (2nd) vacation year entitlement.

### **17.3 Annual Vacation Entitlement**

(a) Except as set out in (b) below, a full-time employee shall be entitled to an annual vacation with pay as follows:

- (1) After each of the first (1<sup>st</sup>) through fourth (4<sup>th</sup>) vacation years, a vacation of three (3) weeks.
- (2) After each of the fifth (5<sup>th</sup>) up to and including the ninth (9<sup>th</sup>) vacation years, a vacation of four (4) weeks.
- (3) After each of the tenth (10<sup>th</sup>) up to and including the eighteenth (18<sup>th</sup>) vacation years, a vacation of five (5) weeks.
- (4) After the nineteenth (19<sup>th</sup>) vacation year and after each vacation year thereafter, a vacation of six (6) weeks.
- (5) Part-time employees shall be entitled to annual vacation leave on a pro-rata basis as above.

(b) A full-time employee who works or is paid by the Employer for fewer than ninety percent (90%) of her available shifts during a vacation year shall have the vacation leave as set out in (a) above, but shall earn vacation pay as follows:

- (1) during her first (1<sup>st</sup>) through her fourth (4<sup>th</sup>) vacation years, six percent (6%) of her straight time earnings;
- (2) during her fifth (5<sup>th</sup>) vacation year up to and including her ninth (9<sup>th</sup>) vacation year, eight percent (8%) of her straight time earnings;
- (3) during her tenth (10<sup>th</sup>) vacation year up to and including her eighteenth (18<sup>th</sup>) vacation years, ten percent (10%) of her straight time earnings;
- (4) during her nineteenth (19<sup>th</sup>) and subsequent vacation years, twelve percent (12%) of her straight time earnings.

### **17.4 Prorating of Vacation Pay**

If an employee terminates employment during a vacation year or works only part of a vacation year, she will receive her vacation pay based on the applicable percentages set out in 17.3(b).

### **17.5 Part-Time Vacation Pay**

(a) Part-time employees' will receive vacation pay on each pay as follows:

- (1) During her first vacation year, four percent (4%) of her hourly pay.
- (2) During her second (2<sup>nd</sup>) through her fourth (4<sup>th</sup>) vacation years, six percent (6%) of her hourly pay.
- (3) During her fifth (5<sup>th</sup>) through her ninth (9<sup>th</sup>) vacation years, eight percent (8%) of her hourly pay.
- (4) During her tenth (10<sup>th</sup>) through her eighteenth (18<sup>th</sup>) vacation years, ten percent (10%) of her hourly pay.

(5) During her nineteenth (19<sup>th</sup>) and subsequent vacation years, twelve percent (12%) of her hourly rate.

(b) Notwithstanding (a) above, a part-time employee may inform the Employer not later than July 1<sup>st</sup> of each year of this Agreement that she wishes to have her vacation pay be paid to her during the following year upon providing two (2) weeks notice. All of her accrued vacation pay shall be paid to her on that date. This option may be exercised only on the dates set out in this Article and that choice shall remain in place for the following year except that in the first year of this Agreement, a part-time employee shall have until thirty (30) days after ratification to make her choice.

(c) A part-time employee shall book off at least two (2) consecutive weeks vacation leave without pay in each vacation year and may book up to six (6) weeks vacation leave without pay in each vacation year depending on her seniority.

#### **17.6 Vacation Scheduling**

(a) Senior employees shall be given preference in the selection of vacation periods. Employees shall select their vacation periods in order of seniority within each department. However, only one (1) vacation period may be selected until all employees in the department have had an opportunity to select one (1) vacation period. The first (1<sup>st</sup>) choice of vacation leave shall be completed by February 28<sup>th</sup>. On or before March 31<sup>st</sup>, an employee who has chosen to take her vacation in two (2) or more separate periods, shall select her second period in order of seniority within the department. An employee may not book more than two (2) weeks vacation commencing during the period June 15<sup>th</sup> to September 15<sup>th</sup> during the first round of vacation scheduling.

(b) All subsequent choices may be requested for available periods regardless of seniority on a first come, first served basis.

(c) All vacation leave is subject to operational requirements, however, vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

#### **17.7 Vacation Carryover**

(a) Each employee shall take at least two (2) consecutive weeks of vacation leave in each vacation year, except her first (1<sup>st</sup>).

(b) An employee shall be permitted to carry over all but two (2) weeks of vacation leave into her next vacation year. If the vacation is not taken by the end of the subsequent vacation year, the vacation leave shall be forfeited and her vacation pay shall be paid out to her on her next anniversary date.

(c) Approved vacation leave which commences in the vacation year shall not be considered as vacation carry-over nor as a seniority choice for the subsequent vacation year.

#### **17.8 Vacation Pay Supplement for Leaves**

Employees taking maternity, parental or compassionate leave may use accumulated vacation pay to top up Employment Insurance benefits up to 95% of salary or the amount allowed by EI, whichever is less.

### **ARTICLE 18 - SPECIAL & OTHER LEAVE**

#### **18.1 Bereavement Leave**

(a) In the case of a death in the immediate family of a full-time employee, the employee, if not on a leave of absence without pay, shall be entitled to bereavement leave with pay for three (3) working days to attend the service. Immediate family is defined as the employee's spouse, parent, parent's spouse, child and child's spouse, sibling, mother-in-law, father-in-law, grandparent (including in-laws),

grandchildren (including in-laws), sister-in-law and brother-in-law. Where travel to the service in excess of two hundred (200) kilometres each way is required, then up to another two (2) days with pay will be allowed.

(b) A part-time employee is entitled to up to three (3) days paid bereavement leave to attend the service for any day on which she was scheduled to work. If she is required to travel more than two hundred (200) kilometres each way, then up to another two (2) days with pay will be allowed.

(c) Funeral leave may be granted to a maximum of one (1) day's leave of absence with pay to attend a funeral but requires the prior approval of the employee's department supervisor.

## 18.2 Jury Duty

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as a juror, as a witness for the Employer or as a witness called by the Crown in a court action involving the Employer. An employee in receipt of her regular earnings while absent under this section shall remit to the Employer all monies paid to her by the court, except travel and meal allowances not reimbursed by the Employer.

(b) 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 remain to be worked.

(c) Total hours on jury duty and the actual hours worked on the job in the Credit Union in one (1) day shall not exceed normal working hours for purposes of establishing the basic workday.

(d) After having completed jury duty, any time worked in the Credit Union in excess of the combined total of a regular shift, shall be considered overtime and paid as such.

## 18.3 Personal Leave

(a) Full-time employees who work at least ten (10) days in a calendar month shall earn one (1) day personal leave per month.

(b) Employees may accumulate personal leave days to a maximum of twenty (20) days.

(c) Personal leave days may be used for any of the following:

- (1) illness of self or a spouse, child, parent or parent in law;
- (2) medical or dental appointments of the employee, spouse, child, parent or parent in-law for a minimum of three (3) hours;
- (3) serious household, domestic or family emergency;
- (4) moving household furniture and effects, not more than one (1) day per calendar year;
- (5) attending the employee's formal hearing to become a Canadian citizen;
- (6) extended compassionate leave.

The Employer reserves the right to require proof or greater detail of any of the reasons provided for taking a personal leave day.

(d) Unused personal leave days will not be paid out upon termination of employment or retirement.

(e) A full-time employee who does not use more than one (1) personal leave day in a calendar year shall earn three (3) days off with pay during the next calendar year to be used at a mutually agreed time between her and her supervisor.

(f) A full-time employee who uses two (2) or three (3) personal leave days in a calendar year shall earn one (1) day off with pay during the next calendar year to be taken at a mutually agreed time between her and her Supervisor.

(g) If a part-time employee is ill or injured and is accepted for Short Term Disability benefits, then the Employer shall reimburse her the salary she would have received for the days she was scheduled to work and was unable to during the ten (10) day qualifying period for Short Term Disability.

#### **18.4 Medical and Dental Care Leave**

(a) Where it is not possible to schedule medical and/or dental appointments outside regular working hours, reasonable time off for medical or dental appointments for a full-time employee or for her dependant children shall be permitted, but where any such absence exceeds two (2) hours, the full absence will be charged to her personal leave credits to a minimum of three (3) hours.

(b) Where a part-time employee is called in to work on a day on which she has already scheduled a medical or dental appointment for herself or for her dependent children or where she has been scheduled to work every day in a week in which she already has scheduled a medical or dental appointment for herself or her dependent children, she shall be allowed up to two (2) hours off without loss of pay to attend to the appointment.

#### **18.5 Full-time Union or Public Duties**

The Employer shall grant, on written request, leave of absence without pay:

(a) for employees to seek election in a Municipal, Provincial or Federal election for a maximum period of ninety (90) calendar days;

(b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;

(c) for employees elected to a public office for a maximum period of five (5) years;

(d) for an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union. The leave shall be for a period of three (3) years and shall be renewed upon request.

#### **18.6 Elections**

Any employee eligible to vote in a Federal, Provincial or Municipal election or referendum shall be allowed time off work in order to cast her ballot as prescribed by an applicable statute.

#### **18.7 General Leave**

(a) Employees may request a leave of absence without pay for any reason.

(b) Requests for leave of absence shall be in writing and will be made with as much advance notice as possible.

(c) Such leaves shall be granted at the discretion of the Employer, and shall not be unreasonably denied.

(d) An employee shall use her available vacation entitlements prior to requesting a leave of absence.

#### **18.8 Donor Leave**

An employee shall be granted the necessary leave with pay for the purpose of donating bone marrow or an organ.

### 18.9 Other Religious Observances

- (a) Employees who are members of a non-Christian organized religion are entitled to use up to three (3) personal leave days to observe holy days of their religion. The Employer reserves the right to require proof that any day requested off is a bona fide holy day on which its adherents generally do not attend at work.
- (b) A minimum of two (2) weeks notice is required for leave under this provision.

### 18.10 Time Off for Post Traumatic Stress

The Employer agrees that employees who are directly involved in a robbery or hold up while in the course of their employment with the Credit Union will be granted the balance of the day on which the incident occurred off without loss of pay.

### 18.11 Compassionate Leave

- (a) All employees may take compassionate leave regardless of their length of service with the Employer.
- (b) If a medical certificate has been issued by a qualified practitioner stating that an employee's family member has a serious medical condition with a significant risk of death within 26 weeks and the medical certificate has been provided to the Employer, the employee may take an unpaid leave of absence of up to 8 weeks.
- (c) A family member means:
  - (1) The employee's spouse, including common-law or same sex partner;
  - (2) The employee's parents, including spouses, common-law or same-sex partners of a parent; or
  - (3) A child of the employee, including a child of the employee's spouse or common-law or same-sex partner.
- (d) The leave of absence begins on the first day of the week in which the medical certificate is valid and ends on the earlier of the last day of the week in which the family member dies; 26 weeks after the certificate is issued and completion of eight weeks leave.
- (e) Compassionate leave must be taken in increments of at least one week.
- (f) The Employer will continue to pay benefit premiums on behalf of an employee absent on compassionate leave.
- (g) A full-time employee absent on compassionate leave will continue to accumulate seniority based on her regular hours of work. A part-time employee will continue to accrue seniority based on the average of the straight time hours which she worked during the 13 weeks immediately prior to commencement of the compassionate leave.
- (h) Full-time employees may use accumulated personal leave days to top up Employment Insurance benefits for compassionate leave to 95% of their regular salary.

## ARTICLE 19 - EDUCATION LEAVE

### 19.1 Purpose

Both parties recognize that improved member services will result if employees acquire knowledge and skills related to the services provided by the Employer. The provisions of this Article are intended to assist employees in maintaining and improving skills.

### 19.2 Staff Development Leave

(a) An employee shall be granted leave without loss of pay, at her basic rate of pay, to take courses, including related examinations, attend conferences, conventions, seminars, workshops, symposiums or similar programs, at the request of the Employer. The amount of pay received by an employee shall not exceed the hours she would otherwise have been paid for. When such leave is granted, the Employer shall bear the full cost, including tuition fees, entrance or registration fees, laboratory fees and course related books. The Employer shall also reimburse the employee for approved travelling, subsistence and other legitimate, applicable expenses.

(b) When an employee on her own time successfully completes a job related course which has been approved in writing in advance by the Employer, the Employer shall reimburse one hundred (100%) per cent of the cost of tuition, necessary textbooks or educational materials and examinations costs. In no event shall an employee be compensated for taking a course more than once.

However, the employer will prepay tuition and provide an advance of 100% of the estimated cost of textbooks, educational materials and examination costs if:

- (1) She agrees in writing to repay all tuition plus all other moneys advanced or paid by the Employer if for any reason she fails or does not complete the course; and
- (2) Prior to receiving the funds, she agrees in writing to payroll deductions of a minimum \$50 per salary payment until all funds are repaid.

The employee shall be entitled to one (1) day off without pay to write any required examination(s) in (b) above. Upon passing the examination(s), the employee shall be reimbursed for her lost wages for the unpaid day off.

(c) Where an employee resigns or retires within one (1) year of completing a course for which she received reimbursement pursuant to paragraphs (a) or (b) above, she shall repay the entire amount of the sums reimbursed to her by the Employer upon her resignation or retirement. The amounts may be deducted from any final amounts due to her.

(d) If an employee is required to attend a course or courses on a regular day off, the employee may choose to take another day rather than receiving pay for the day. The alternative day to be taken shall be by mutual agreement. Unless she indicates her choice prior to the day of the course, then she shall be paid the appropriate rate of pay for the day.

### 19.3 Seniority Protection

An employee on Educational Leave pursuant to Article 19.2(a) shall accrue seniority.

**ARTICLE 20 - PREGNANCY, PARENTAL & ADOPTION LEAVE****20.1 Pregnancy Leave**

- (a) An employee is entitled to a pregnancy leave of absence from work, without pay, for a period of seventeen (17) consecutive weeks or a shorter period requested by the employee commencing no earlier than eleven (11) weeks before the expected birth date and no later than the actual birth date.
- (b) An employee shall notify the Employer in writing of the estimated date of birth. The employee will make every reasonable effort to give at least four (4) weeks notice prior to the date the employee proposes to commence leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the employee is pregnant and estimating the probable date of birth.
- (c) Regardless of the date of commencement of the pregnancy leave, the leave shall not end before the expiration of six (6) weeks following the actual date of birth unless the employee requests a shorter period.
- (d) A request for a shorter period under subsection (c) must be given in writing to the Employer at least one (1) week before the date the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.
- (e) If an employee's pregnancy is terminated before a leave request is made under subsection (a), the Employer, upon request, shall grant the employee a leave of absence from work without pay for a period of six (6) consecutive weeks. The employee may be required to supply a certificate of a medical practitioner verifying termination of the pregnancy. Leave under this clause shall commence on the specified date noted by the medical practitioner.
- (f) If an employee is unable to return to work following a leave of absence granted under either subsection (a) or subsection (e), the Employer upon request shall grant to the employee a further leave of absence extension not to exceed a total of six (6) consecutive weeks. To qualify, the employee must supply a certificate from a medical practitioner verifying the necessity for the leave.

**20.2 Parental Leave**

- (a) Upon written request an employee shall be entitled to parental leave.
- (b) An employee shall be entitled to the following parental leave, or such shorter period the employee requests in advance:
  - (1) For a birth mother who takes pregnancy leave in relation to the birth of the child, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the pregnancy leave, unless the Employer and the employee otherwise agree.
  - (2) For a birth mother who does not take pregnancy leave in relation to the birth of the child, up to thirty-seven (37) weeks of unpaid leave beginning after the birth of the child and within fifty-two (52) weeks of the birth.
  - (3) For a birth father, up to thirty-seven (37) weeks of unpaid leave beginning after the birth of the child and within fifty-two (52) weeks of the birth.
  - (4) For an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.

Where both parents are employees of the Employer, the employees shall determine the apportionment of the parental leave between them.

(c) An employee shall give four (4) weeks notice prior to the proposed date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if the certificate has not been provided under Article 20.1(b). In the case of adoption the employee shall also provide a letter from the agency that placed the child providing evidence of the adoption.

(d) If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

### **20.3 Combined Maternity and Parental Leave**

An employee's combined entitlement to leave under Article 20.1 and Article 20.2 is limited to fifty-two (52) weeks plus any additional entitlements provided under Article 20.1(f) and/or Article 20.2(d).

### **20.4 Employment Deemed Continuous**

The service of an employee who is absent from work in accordance with this Article shall be considered continuous for the purpose of Article 17 - Vacation Entitlement and Article 22 - Health Care Plans. The Employer shall continue to make payments to Health and Welfare Plans, in the same manner as if the employee were not absent, provided that where the employee pays a portion, she shall pay her portion in advance.

### **20.5 Reinstatement**

(a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article shall be reinstated in all respects by the Employer in the position previously occupied by the employee and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken, or, if the position no longer exists, the employee may exercise her rights in accordance with Article 13.

(b) Where the Employer has suspended or discontinued operations during the leave of absence granted under this Article and has not resumed operations during the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this Agreement, comply with subsection (a).

## **ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY**

### **21.1 Occupational Health and Safety Committee**

(a) The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and industrial diseases and the promotion of workplace safety.

(b) The Parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulation, (currently BC Regulation 296/97, as it may be amended) of the Workers Compensation Act. The Committee shall be composed of an equal number of representatives of the Employer and the Union, and with each Party appointing its own representatives.

(c) Employees who are members of the Joint Occupational Health and Safety Committee are entitled to time off from work for:

- (1) the time required to attend meetings of the committee; and

(2) other time that is reasonably necessary to prepare for meetings of the committee and to fulfil the other functions of the committee.

(3) Time off under subsection (1) is deemed to be time worked for the Employer, and the Employer shall pay the employee for the time.

(4) The Joint Occupational Health and Safety Committee shall have the duties and functions set out in Section 130 of the Workers Compensation Act.

(d) An employee will not be subject to discriminatory action or discipline because the employee has refused to carry out work or operate equipment if she has reasonable cause to believe that to do so would create an undue hazard to the health and safety to any person and if she does so in compliance with The Occupational Health and Safety Regulation. Temporary assignment to alternative work at no loss of pay to the employee until the matter is resolved is deemed not to constitute discriminatory action.

## **21.2 Aggressive Behaviour**

(a) Aggressive behaviour means the attempted or actual exercise by a person, of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.

(b) Employees who may be at risk from aggressive behaviour will be given instruction by the Employer on how to respond to aggressive behaviour. Where the Employer is aware of the realistic prospect of aggressive behaviour, it will take appropriate precautions.

(c) Critical incident stress defusing shall be made available and known to employees who have suffered a serious work related traumatic incident of an unusual nature. Leave to attend such a session will be without loss of pay.

## **21.3 Transportation of Accident Victims**

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring medical care as a result of an on-the-job accident or incident shall be at the expense of the Employer. Return transportation to the employee's home shall not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

## **21.4 Injury Pay Provision**

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

# **ARTICLE 22 - HEALTH AND WELFARE**

## **22.1 Benefit Plans**

(a) Full-time employees shall become eligible for coverage under the Employer's benefit plans as described in Memorandum of Understanding #1 upon completion of probation.

(b) When the BC Central Benefit Trust changes any benefit, the Union will be notified.

(c) The Employer will pay the full premium on the following plans for full-time employees: Medical, Extended Health, Group Life Insurance, Accidental Death, Salary Insurance (STD & LTD), Dental and EFAP (*"the Full Plan"*). The sole responsibility of the Employer shall be to pay premiums as required. Any issue with regard to entitlement to a benefit in any particular circumstance shall be resolved directly between the employee and the carrier.

- (d) (1) A part-time employee who is paid by the Employer for not fewer than 265 hours in a calendar quarter for two (2) full consecutive calendar quarters after being hired shall become eligible for benefit coverage.
- (2) The Employer shall pay 100% of the premiums for the Full Plan in any subsequent calendar quarter if the part time employee has been paid by the Employer for at least 265 hours in the previous calendar quarter and consistently continues to be paid by the Employer for fifteen (15) hours per week during the subsequent calendar quarter.
- (3) If an employee who is eligible for benefits is paid by the Employer for fewer than 265 hours but at least 195 hours in a calendar quarter, then the Employer shall pay premiums for MSP, Extended Health, Group Life Insurance, Accidental Death, Dental, Vision Care, EFAP but not STD or LTD, (“*the Partial Plan*”) for the following quarter.
- (4) If an employee is paid by the Employer for 265 hours or more in a calendar quarter but is not consistently paid by the Employer for fifteen (15) hours per week, then the Employer shall pay premiums for the Partial Plan for the following quarter.
- (e) (1) Employees who have been eligible for benefit coverage but have not been paid by the Employer for 195 hours in the previous calendar quarter shall have the option of self paying premiums for up to two (2) calendar quarters for the Partial Plan.
- (2) If a part-time employee has not been paid by the Employer for at least 195 hours in three (3) calendar quarters, then that employee shall no longer be eligible for benefit coverage until such time as she has worked 265 hours in two (2) full consecutive calendar quarter.
- (f) (1) Employees who are returning from pregnancy, parental, paid short term or long term disability leave who have had premiums for the Full Plan paid on their behalf prior to their leave shall have premiums for full benefits paid on their behalf if they consistently work fifteen (15) hours per week upon their return to work for that quarter and for the following calendar quarter.
- (2) Employees who are returning from pregnancy, parental, paid short term or long term disability leave who had premiums paid on their behalf for the Partial Plan or who have had premiums paid for the Full Plan but who are unable to consistently be paid by the Employer for fifteen (15) hours per week upon their return from leave shall continue to have the Employer pay premiums for the Partial Plan on their behalf for the quarter in which they return and for the next calendar quarter.
- (g) For the purposes of Paragraphs (d)(2), (d)(4), and (f)(1), absence from work because of earned vacation leave and missing a scheduled shift because of a bona fide illness or injury shall be considered as part of the fifteen (15) hours per week, even if unpaid.
- (h) All of the above is subject to the Benefit Trust eligibility rules and approval.
- (i) The Employer shall pay each employee who is not eligible for benefits the sum of fifty cents (50¢) per hour actually worked. This amount shall not be considered for overtime, vacation or holiday pay, or any other payment which takes into account hourly pay.

## 22.2 Benefits on Layoff

Full-time and part-time employees who have had premiums paid by the Employer on their behalf for the Full Plan or the Partial Plan and who are laid off shall be entitled to have premiums paid by the Employer for the Partial Plan for the following period:

- (a) less than one (1) year of service to date of layoff;
- (b) one (1) to five (5) years’ service - one (1) month;
- (c) five (5) to ten (10) years’ service - two (2) months;
- (d) ten (10) years’ of service and over - three (3) months.

### **22.3 Benefits Upon Retirement**

(a) An employee in receipt of benefits who retires shall be entitled to have the Employer purchase retiree benefits for those who qualify as provided by the BC Credit Union Benefit Trust for herself and her family for one (1) year following the date of retirement.

A retired employee who was in receipt of benefits under the preceding paragraph may elect to continue to receive the retiree benefits for another 5 years if they notify the Employer in writing and pay the premiums through pre-authorized payments. A retiree who has insufficient funds in her account to pay for any month will have the benefits cancelled.

(b) A retired employee shall have basic term life insurance premiums paid by the Employer for one (1) year under the same plan. Only early retirees are eligible. Such insurance shall be ten thousand dollars (\$10,000.00), or as determined by the Benefit Trust.

(c) The Employer will reimburse the retiree for MSP premiums which she pays herself and her spouse for the second (2nd) year following retirement upon presentation of receipts.

### **22.4 Employee and Family Assistance Program**

All employees, spouses and their dependants shall be covered under an Employee and Family Assistance Program that provides confidential assessment, counselling and/or referral assistance. In the event that there is a change in the carrier or coverage employees shall be immediately advised.

## **ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES**

### **23.1 Pay Days**

Effective thirty (30) days after the ratification of this Agreement, the Employer will pay all employees biweekly by direct deposit. Employees will be provided with a wage advice statement in accordance with the Employment Standards Act (British Columbia).

The parties agree that the Employer will deduct from each employee's wages and remit the employee's contributions to the benefit plan as agreed to by the parties to the Agreement.

### **23.2 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 23.6 and shall not be construed to mean an employee may not be advanced to the next step in her salary range before having the required service.

### **23.3 Job Descriptions**

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

### **23.4 New Positions**

When a new position is established or the duties of an existing position are significantly changed, the Employer shall set a 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.

### **23.5 Promotion Increases**

Upon promotion, an employee's salary will be to a step in the higher salary range which will ensure a minimum increase of five percent (5%) to the employee's pay except where to do so would place her above the maximum rate for the job, in which case her salary shall move to the maximum rate for the job.

### **23.6 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 her salary range at a point higher than she would qualify based on length of service, (on being hired or promoted in accordance with Article 23.5), shall move to the next step in her salary range upon completion of time necessary to be eligible to move to the next level, subject to Article 23.6 (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 her last service based increase; and
  - (2) the employee has been told at the time of the counselling session that if her job performance does not improve to an adequate level by the time for the next salary step increase, the increase will be withheld.

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

If an employee is temporarily assigned for one (1) full day or more to a job classification with a higher rate of pay, she will be paid at a higher rate of pay for all hours worked during the temporary assignment, unless the assignment is for training purposes. If the employee is temporarily assigned to a lower job classification, her rate of pay will not be reduced. She will receive the rate for the higher job classification which is in the step at least five percent (5%) above her existing salary rate, up to the maximum rate for the job.

### **23.8 Part-Time Employee Promoted to Full-Time**

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

### **23.9 Salary Policy on Recalls and 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 their former position shall be paid at a step in the salary range commensurate with their service at layoff.

### 23.10 Change in Classification

- (a) Except as provided in subsection (b) employees who move to a lower rated classification for any reason shall be paid in accordance with the new classification at a step in the salary range commensurate with their service.
- (b) Where a classification is eliminated and the lower classification is created as a result of technological change, the incumbent in the eliminated classification who successfully applies for the lower rated classification shall be frozen at her existing rate of pay and her pay shall be frozen until she leaves the position or the rate for the position catches up.

### 23.11 Vehicle Allowance

- (a) Vehicle allowances for all distances travelled on Employer business shall be paid to employees required to use their own vehicles in the performance of their duties. This shall not apply to employees who service the ATM machine at Christina Lake at the beginning of their shift.
- (b) Use of a personal vehicle shall be paid at the same rate as for Management and the Board of Directors in accordance with Board policy.
- (c) In the event an employee is required to use her vehicle in the course of her employment on a regular basis, the Employer shall pay the difference between the insurance rate for driving to and from work and for business use for one of the employee's vehicles.

### 23.12 Meal Allowance

Employees required to travel on the Employer's business for more than one (1) day shall be entitled to a meal allowance to a maximum of seventy five dollars (\$75.00) per day upon submission of receipts. Alcoholic beverages will not be reimbursed.

### 23.13 Indemnity

- (a) *Civil Action* – except where there has been gross or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer. The Employer agrees to pay any judgement against an employee arising out of the reasonable performance of her duties, including any costs awarded against her and her reasonable legal fees.
- (b) *Criminal Actions* – where an employee is charged with an offence resulting directly from the proper performance of her job duties and is subsequently not found guilty, the employee shall be reimbursed for reasonable legal fees.
- (c) At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee, so long as no conflict of interest arises between the Employer and the employee, or pay the reasonable legal fees of counsel chosen by an employee.
- (d) Where an employee is required to defend her professional actions arising out of the proper performance of her duties, in a proceeding before her professional or licensing body, the Employer will provide either legal counsel or at the Employer's option, reimbursement of reasonable legal fees incurred in such defence.
- (e) The Employer shall not be obliged to pay any judgement, costs or legal fees as set out above unless the employee notifies the Employer immediately, in writing, of any incident or course of events which may lead to legal action against her. An incident or knowledge of such possible legal action is evidenced by any of the following circumstances:
  - (1) when the employee is first approached by any person or organization notifying her of intended legal action against her;

- (2) when the employee herself retains legal counsel in regard to the incident or course of events;
- (3) when any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against her;
- (4) when information first becomes known to the employee from which a reasonable person would conclude that she might be the subject of legal action;
- (5) when the employee receives notice of any legal proceeding of any nature or kind.

### **23.14 Employee Loans, Service Charges and Safety Deposit Box**

- (a) All employees who have completed their probationary period shall be entitled to one (1) personal membership number free of service charges with the exceptions of charges for NSF or overdrafts.
- (b) An employee may receive one (1) small safety deposit box without charge for her own use if available or receive a credit equal to the annual charge for the safety deposit box toward a larger safety deposit box.
- (c) An employee who is eligible for benefits and who has completed her probation may purchase up to five thousand United States dollars (\$5,000.00) per calendar year for her own use at the Employer's buy rate purchasing United States dollars from members.
- (d) Subject to operational requirements, employees may utilize up to five (5) hours of financial services advice during working hours to address their own financial matters without charge or loss of pay.
- (e) The Employer agrees to provide all employees an interest free loan for the purpose of purchasing a computer system based on the following terms:
  - (1) the loan shall be up to a three (3) year term;
  - (2) balance due in full upon termination of employment;
  - (3) subject to income tax;
  - (4) maximum loan of five thousand dollars (\$5,000.00), supported by receipts.

### **23.15 Travel Time and Expenses**

In the event that an employee is required by the Employer to attend business out of town, including courses she is requested to attend by the Employer, she shall be paid travel time at her regular rates which may include overtime rates, if applicable, in the event she travels outside her regular working hours with the agreement of her Supervisor. Travel time shall be considered time worked and shall be based on the most direct, fastest way to get to the location. The employee will be paid mileage or cost of public transportation for getting to the location.

## **ARTICLE 24 - TECHNOLOGICAL CHANGE**

Where the Employer intends to introduce automation, equipment, or changes in administrative procedures which will result in the layoff of employees, the following procedure will apply:

- (a) The Employer will provide the Union with sixty (60) days notice prior to the planned implementation of the change.
- (b) The Labour Management Committee will meet as soon as possible and endeavour to resolve any issues arising out of the proposed change, which may include the following:

- (1) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of the provisions in the Agreement;
  - (2) human resource planning and employee counselling and retraining;
  - (3) notice of layoff;
  - (4) severance pay;
  - (5) entitlement to pension and other benefits including early retirement benefits;
  - (6) a bipartite process for overseeing the implementation of the adjustment plan.
- (c) Mutually agreed resolutions shall be implemented and shall be considered as part of this Collective Agreement.
- (d) Compliance with this provision shall be deemed to be compliance with Section 54 of the Labour Relations Code (British Columbia).

## ARTICLE 25 - GENERAL CONDITIONS

### 25.1 Payroll Deductions

An employee shall be entitled to have deductions from her salary assigned for the purchase of Canada Savings Bonds.

### 25.2 Political Activity

(a) *Municipal and School Board Offices:*

- (1) Employees may seek election to municipal or school board offices, provided that:
  - (i) the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours as a Credit Union employee;
  - (ii) there is no conflict of interest between the duties of the Municipal or School board office and the duties of the Credit Union's position.
- (2) Where the municipal council, the school board or committees of the council or board hold meetings during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.
- (3) Where leave without pay is granted to attend committee meetings, such leave be in accordance with Article 18 and provided that such leave shall not exceed one-half (½) shift per week.
- (4) The employee shall provide at least one week's written notice to the Employer.

(b) *Federal and Provincial Offices:*

There are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Article 18 to engage in the election campaign. If elected, the employee may be granted leave of absence in accordance with Article 18, such leave not to be unreasonably withheld. If not elected, the employee shall be allowed to return to her former position.

### **25.3 Copies of Agreements**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason, sufficient copies of the Agreement will be printed by the Union for distribution to the employees.

The Union shall distribute the Collective Agreements to the employees and the Employer shall reimburse the Union for 50 percent (50%) of the distribution costs.

### **25.4 Private Vehicle Damage**

Where an employee's vehicle is damaged in the course of her employment by the Employer, the Employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of five hundred dollars (\$500.00). This Article does not apply to any damage to an employee's vehicle while enroute to or from work or while the vehicle is parked in the Employer's parking lot while the employee is at work.

### **25.5 Inclement Weather**

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

## **ARTICLE 26 - TERM OF AGREEMENT**

### **26.1 Duration**

Unless otherwise specified, this Agreement shall be in force from July 1, 2004 and shall be binding and remain in effect to midnight June 30, 2009.

Any wage increases shall be effective with the first pay period commencing on or after July 1 of any year of the contract.

### **26.2 Notice to Bargain**

- (a) Either party wishing to renew or amend this Agreement may give notice in writing of its intention to do so during the last four (4) months of this Agreement.
- (b) In the event notice to renew or amend this agreement is not given pursuant to paragraph (a), this agreement will be renewed from year to year thereafter.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the General Manager.

### **26.3 Commencement of Bargaining**

Where a Party to this Agreement has given notice under Article 28.2, the Parties shall, within fourteen (14) calendar days after the notice was given, commence collective bargaining.

### **26.4 Change in Agreement**

The Parties may agree to change any provision of this Agreement at any time during its term but any such change shall be in writing.

**26.5 Agreement to Continue in Force**

The terms of the Agreement shall continue in full force and effect unless;

- (a) a strike or lockout has commenced,
- (b) a new Collective Agreement has been negotiated, or
- (c) the right of the Union to represent the employees in the bargaining unit has been terminated, whichever comes first.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Cathy Manson, General Manager

\_\_\_\_\_  
Diane Davey, Bargaining Committee

\_\_\_\_\_  
Krista Soobotin, Bargaining Committee

\_\_\_\_\_  
Mike Orders, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

## APPENDIX A

## WAGE RATES &amp; CLASSIFICATIONS

MINIMUM <u>FULL-TIME</u> MONTHLY SALARIES									
Group	Position	Step	First pay period commencing on or after July 1						
			2004	2005	2006	2007	2008		
1	Junior Clerk (36 hr work week)	Start	1,646	1,679	1,721	1,773	1,826		
		End of Probation	1,743	1,778	1,822	1,877	1,933		
		1 <sup>st</sup> Anniversary	1,840	1,877	1,924	1,982	2,041		
		2 <sup>nd</sup> Anniversary	1,937	1,976	2,025	2,086	2,149		
2	Posting Loan Clerk (35 hr work week)	Start	2,136	2,179	2,233	2,300	2,369		
		End of Probation	2,261	2,307	2,364	2,435	2,508		
		1 <sup>st</sup> Anniversary	2,387	2,435	2,496	2,571	2,648		
		2 <sup>nd</sup> Anniversary	2,512	2,562	2,626	2,705	2,786		
	Teller (36 hr work week)	Start	2,196	2,240	2,296	2,365	2,436		
		End of Probation	2,326	2,373	2,432	2,505	2,580		
		1 <sup>st</sup> Anniversary	2,454	2,503	2,566	2,643	2,722		
		2 <sup>nd</sup> Anniversary	2,584	2,636	2,702	2,783	2,866		
3	Commercial Services Representative Loan Services Representative Electronic Services Representative Member Services Representative I Member Service Clerk (35 hr work week)	Start	2,291	2,337	2,395	2,467	2,541		
		End of Probation	2,426	2,475	2,537	2,613	2,691		
		1 <sup>st</sup> Anniversary	2,560	2,611	2,676	2,756	2,839		
		2 <sup>nd</sup> Anniversary	2,695	2,749	2,818	2,903	2,990		
	Data Clerk Deposit & Inv Serv Admin Clerk Reception Service Clerk Receptionist (36 hr work week)	Start	2,356	2,403	2,463	2,537	2,613		
		End of Probation	2,495	2,545	2,609	2,687	2,768		
		1 <sup>st</sup> Anniversary	2,634	2,687	2,754	2,837	2,922		
		2 <sup>nd</sup> Anniversary	2,772	2,827	2,898	2,985	3,075		
		4	Member Service Representative II Loan Interviewer/Collection Assistant Payroll/Accounts Payable Clerk (35 hr work week)	Start	2,447	2,496	2,558	2,635	2,714
				End of Probation	2,592	2,644	2,710	2,791	2,875
1 <sup>st</sup> Anniversary	2,736			2,791	2,861	2,947	3,035		
2 <sup>nd</sup> Anniversary	2,879			2,937	3,010	3,100	3,193		
Data Coordinator Head Teller (36 hr work week)	Start	2,518	2,568	2,632	2,711	2,792			
	End of Probation	2,666	2,719	2,787	2,871	2,957			
	1 <sup>st</sup> Anniversary	2,814	2,870	2,942	3,030	3,121			
	2 <sup>nd</sup> Anniversary	2,963	3,022	3,098	3,191	3,287			
5	Accounting/Payroll Officer Loan Officer Financial Counsellor (35 hr work week)	Start	2,751	2,806	2,876	2,962	3,051		
		End of Probation	2,913	2,971	3,045	3,136	3,230		
		1 <sup>st</sup> Anniversary	3,074	3,135	3,213	3,309	3,408		
		2 <sup>nd</sup> Anniversary	3,236	3,301	3,384	3,486	3,591		
6	Collection Officer Training Officer Financial Services Officer II (35 hr work week)	Start	3,016	3,076	3,153	3,248	3,345		
		End of Probation	3,194	3,258	3,339	3,439	3,542		
		1 <sup>st</sup> Anniversary	3,371	3,438	3,524	3,630	3,739		
		2 <sup>nd</sup> Anniversary	3,549	3,620	3,711	3,822	3,937		
7	Technology & Systems Administrator (35 hr work week)	Start	3,970	4,049	4,150	4,275	4,403		
		End of Probation	4,218	4,302	4,410	4,542	4,678		
		1 <sup>st</sup> Anniversary	4,466	4,555	4,669	4,809	4,953		
		2 <sup>nd</sup> Anniversary	4,713	4,807	4,927	5,075	5,227		
8	Commercial Account Manager Financial Services Officer III (35 hr work week)	Start	4,962	5,061	5,188	5,344	5,504		
		End of Probation	5,210	5,319	5,457	5,625	5,797		
		1 <sup>st</sup> Anniversary	5,458	5,577	5,735	5,915	6,100		
		2 <sup>nd</sup> Anniversary	5,706	5,835	6,013	6,215	6,433		
8	Commercial Account Manager Financial Services Officer III (35 hr work week)	Start	3,896	3,974	4,073	4,195	4,321		
		End of Probation	4,140	4,223	4,329	4,459	4,593		
		1 <sup>st</sup> Anniversary	4,384	4,472	4,584	4,722	4,864		
		2 <sup>nd</sup> Anniversary	4,628	4,721	4,839	4,984	5,134		
8	Commercial Account Manager Financial Services Officer III (35 hr work week)	3 <sup>rd</sup> Anniversary	4,871	4,968	5,092	5,245	5,402		

<b>MINIMUM <u>PART-TIME</u> MONTHLY SALARIES</b>							
Group	Position	Step	First pay period commencing on or after July 1				
			2004	2005	2006	2007	2008
1	Junior Clerk	Start	10.55	10.76	11.03	11.37	11.71
		End of Probation	11.17	11.40	11.68	12.03	12.39
		After 1872 hours	11.79	12.03	12.33	12.71	13.08
		After 3744 hours	12.42	12.67	12.98	13.37	13.77
2	Teller Posting Loan Clerk	Start	14.08	14.37	14.72	15.16	15.62
		End of Probation	14.91	15.21	15.59	16.05	16.54
		After 1872 hours	15.74	16.05	16.43	16.92	17.43
		After 3744 hours	16.56	16.90	17.32	17.84	18.37
3	Commercial Services Rep. Electronic Services Rep. Data Clerk Member Service Rep. I Loan Services Rep. Deposit & Inv Serv Admin Clerk Member Service Clerk Reception/Service Clerk Receptionist	Start	15.11	15.41	15.79	16.27	16.75
		End of Probation	16.00	16.32	16.73	17.23	17.74
		After 1872 hours	16.88	17.22	17.64	18.17	18.72
		After 3744 hours	17.77	18.13	18.58	19.14	19.71
4	Data Coordinator Member Service Rep. II Head Teller Payroll/Accts. Payable Clerk	Start	16.13	16.46	16.87	17.37	17.89
		End of Probation	17.09	17.43	17.87	18.40	18.96
		After 1872 hours	18.04	18.40	18.86	19.42	20.00
		After 3744 hours	18.98	19.36	19.85	20.45	21.06
5	Accounting/Payroll Officer Financial Counsellor Loan Officer	Start	18.14	18.50	18.96	19.53	20.12
		End of Probation	19.21	19.59	20.08	20.68	21.30
		After 1872 hours	20.27	20.68	21.18	21.82	22.47
		After 3744 hours	21.34	21.76	22.31	22.98	23.68
6	Collection Officer Training Officer Financial Services Officer II	Start	19.89	20.28	20.79	21.42	22.05
		End of Probation	21.06	21.48	22.02	22.67	23.35
		After 1872 hours	22.23	22.67	23.24	23.93	24.65
		After 3744 hours	23.40	23.87	24.46	25.20	25.96
7	Technology & Systems Administrator	Start	26.18	26.70	27.36	28.19	29.03
		End of Probation	27.81	28.36	29.08	29.95	30.84
		After 1872 hours	29.45	30.03	30.78	31.71	32.66
		After 3744 hours	31.07	31.69	32.49	33.46	34.46
		After 5616 hours	32.72	33.37	34.21	35.24	36.29
8	Commercial Account Manager Financial Services Officer III	Start	25.69	26.21	26.86	27.67	28.50
		End of Probation	27.30	27.84	28.54	29.40	30.28
		After 1872 hours	28.91	29.49	30.22	31.13	32.06
		After 3744 hours	30.51	31.13	31.91	32.86	33.85
		After 5616 hours	32.12	32.76	33.57	34.58	35.62

The hourly rate for a 36 hour position shall be determined as follows: 
$$\frac{\text{Monthly rate} \times 12}{36 \times 52}$$

The hourly rate for a 35 hour position shall be determined as follows: 
$$\frac{\text{Monthly rate} \times 12}{35 \times 52}$$

**Red Circle:**

No employee will receive a reduction in wages as a result of the implementation of the Collective Agreement. Employees whose wages are in excess of the wages in Appendix A will be red circled until such time as their wage rate equals the wage rate for their classification.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Cathy Manson, General Manager

\_\_\_\_\_  
Diane Davey, Bargaining Committee

\_\_\_\_\_  
Krista Soobotin, Bargaining Committee

\_\_\_\_\_  
Mike Orders, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

**APPENDIX B**  
**EXCLUDED POSITIONS**

General Manager  
Manager, Lending Services  
Manager, Administration  
Supervisor, Deposit and Investment Services  
Teller Supervisor  
Retail Loans Supervisor  
Controller  
Executive Assistant  
Training Officer – Upon vacancy, this position shall return to the Bargaining Unit.

**APPENDIX C**  
**HOURS OF WORK**

Effective the first (1<sup>st</sup>) pay period following the date of ratification, the following hours of work will be implemented for full-time employees:

Classification	Weekly Hours
Financial Counsellor	35
Junior Clerk	36
Teller	36
Data Clerk	36
Deposit & Investments Services Administration Clerk	36
Reception/Service Clerk	36
Receptionist	36
Data Co-ordinator	36
Loan Officer	35
Commercial Accounts Manager	35
Member Service Representative I	35
Member Service Representative	35
Posting Loan Clerk	35
Commercial Services Representative	35
Accounting/Payroll Officer	35
Loan Services Representative	35
Collection Officer	35
Member Service Clerk	35
Electronic Services Rep	35
Technology & Systems Administrator	35 70 hours biweekly
Loan Interviewer/Collection Assistant	35
Payroll/Accounts Payable Clerk	35
Head Teller	36
Financial Services Officer II & III	35
Training Officer	35

**SIGNED ON BEHALF OF  
THE UNION:**

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THE EMPLOYER:**

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

\_\_\_\_\_  
Cathy Manson, General Manager

\_\_\_\_\_  
Diane Davey, Bargaining Committee

\_\_\_\_\_  
Krista Soobotin, Bargaining Committee

\_\_\_\_\_  
Mike Orders, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

**APPENDIX D  
PENSION PLAN/RRSP**

**Pension Plan:** The Parties agree that the existing Pension Plan(s) shall remain in effect during the life of the Collective Agreement subject to changes made to the Plan by the Trustees of the Pension Plan.

**Group RRSP:** The Employer shall continue the existing Voluntary Group RRSP.

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Mike Orders, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

**LETTER OF UNDERSTANDING # 1****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 Letter of Understanding.

- (a) Job share proposals are intended to allow two (2) 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, or where two (2) employees apply for a vacant position by way of a job share proposal as outlined in paragraph (e).
- (c) Requests for job sharing 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 members, 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) where two (2) employees apply for a vacant position by way of a job share proposal, the senior employee will be deemed to be the incumbent.
- (e) The Employer may approve a job share proposal on a trial basis. However, the Employer is not obligated to approve any job share application and a decision to deny any application is not grievable.
- (f) Any approved proposal will indicate the terms and conditions of employment of the job sharing partners, as per (c) of this Letter of Understanding.
- (g) The Employer may terminate any job share arrangement after providing twenty-one (21) working days' notice where the Employer determines that the job share is not working or where the requirements of a job share are no longer compatible with a job share. In such event, the position shall go to the incumbent. The other employee will have the rights pursuant to Article 13 - Layoff and Recall.
- (h) Either employee may terminate a job share during the first (3) months of the job sharing arrangement for any reason. If termination occurs during the first three (3) months of a job sharing arrangement, all parties affected shall be returned to their former position and/or status and pay rate.
- (i) After the first three (3) months of a job share arrangement, an employee may terminate the job sharing arrangement only if she applies for and is awarded another vacant position or if she leaves the employ of the Employer. If termination occurs after three (3) months' duration, the position will revert to the incumbent. In the event it is the incumbent who terminates the job share, the position will be posted in accordance with Article 12.1.

(j) The rate of pay for the job share partners will be based on the job classification of the positions and will reflect the hours worked. In no case shall the salary paid to the employees be greater than that for one (1) full-time position.

(k) *Benefits:*

(1) Vacation entitlement will be on the same basis as that set out for a part-time employee under Article 17.3 of the Collective Agreement.

(2) Periods of absence of less than two (2) calendar months, (ie., sickness, vacation) will be filled by the other job share partner. Absence of two (2) calendar months or more will be posted as a temporary vacancy in accordance with Article 12.1.

(3) The partners will receive benefits on the same basis as part-time employees.

(4) Each partner will be paid statutory holiday pay as a part-time employee.

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

**MEMORANDUM OF UNDERSTANDING # 1****HEALTH AND WELFARE BENEFITS**

The following is a brief description of our Health and Welfare Benefit Plans. For a more detailed interpretation refer to your Employee Benefits Handbook. Where there is a conflict between the following and the benefit plan documents, the Benefit Plan documents shall take precedence.

- (a) *Medical Services Plan:* Must be a resident of B.C. for at least three (3) months; the Plan covers:
- (1) medically required services of a physician;
  - (2) additional coverage with limitations (may be covered under Extended Health Care);
- (b) *Extended Health Benefits:* The following are general benefits under the plan which may be covered; hospital; convalescent/rehabilitation hospital; nursing care; ambulance; prescription drugs; medical equipment; ostomy supplies; orthopaedic supplies; hearing aids; paramedical practitioners; dental treatment (due to accident); vision care; out-of-province travel; travel assistance services; etc.

There will be a deductible amount per year of one hundred dollars (\$100.00). After the deductible has been satisfied, an eligible employee will be reimbursed at the rate of one hundred percent (100%) of insured eligible expenses incurred. For detailed information on extended health benefits, including restrictions and maximums allowed under Plan # 4 - BC Credit Union Trust, Summary of Benefit Options Under Traditional Benefits Program.

- (c) *Group Life Insurance:* The amount of the insurance benefit is based on three (3) times the annual salary of the employee to a maximum benefit of six hundred thousand dollars (\$600,000.00) - Seven hundred fifty thousand dollars (\$750,000.00) with the provisions of a completed health questionnaire and possibly a medical examination.

On the sixty-fifth (65<sup>th</sup>) birthday of the employee, the amount applicable to the employee will be reduced to one and one-half (1½) times the annual salary.

- (d) *Accidental Death and Dismemberment:* Based on two (2) times the annual salary to a maximum of two hundred thousand dollars (\$200,000.00).
- (e) *Dental Plan:* Covers one hundred percent (100%) of basic and preventative service, seventy-five percent (75%) of major restorative service, fifty percent (50%) of orthodontics to a lifetime maximum benefit of two thousand dollars (\$2,000.00)
- (f) *Short Term Disability:* Covers full-time and part-time employees who are ill or injured due to a non-work related cause.

The Employer shall pay one hundred percent (100%) of the Short Term Disability Plan. The Plan shall pay sixty six and two thirds (66 2/3 %) of an employee's regular earnings to a maximum of ten thousand (\$10,000.00) per month as per Plan #1 (new) - BC Credit Union Trust, Summary of Benefit Options under Traditional Benefits Program.

Regular earnings are defined as the average earnings during the calendar quarter coinciding with pay periods prior to the illness or injury. Calendar quarters are defined as the three (3) month blocks of January, February, March; April, May, June; July, August, September; October, November, December (starting with the last pay period of the previous calendar quarter and ending with the last pay period of the current calendar quarter).

An employee may access Personal Leave Days or Vacation to increase her respective Short Term Disability benefit to eighty five percent (85%) of regular earnings.

Short Term Disability covers an ill or injured employee for a period of fifteen (15) weeks.

In the event an employee is not able to return to work upon the completion of the Short Term Disability benefit, she may qualify for Long Term Disability benefits.

- (g) *Long Term Disability:* Covers full-time and part-time employees who are ill or injured due to a non-work related cause. And upon completion of Short Term Disability benefits.

The Employer shall pay one hundred percent (100%) of the Long Term Disability Plan. The Plan shall pay sixty six and two thirds percent (66 2/3 %) of an employee’s regular earnings to a maximum of ten thousand dollars (\$10,000.00) per month as per Plan #1 (new) - BC Credit Union Trust, Summary of Benefit Options under Traditional Benefits Program.

Regular earnings are defined as the average earnings during the calendar quarter coinciding with pay periods prior to the illness or injury. Calendar quarters are defined as the three (3) month blocks of January, February, March; April, May, June; July, August, September; October, November, December (starting with the last pay period of the previous calendar quarter and ending with the last pay period of the current calendar quarter).

Long Term Disability covers an employee who is disabled and unable to perform her own occupation for a period of eighty seven (87) weeks and thereafter to age sixty five (65) if she is unable to work at any occupation, as defined in the Plan. An employee may access personal leave days or vacation to increase her respective Long Term Disability benefit to eighty five per cent (85%) of regular earnings.

- (h) *Optional Group Life:* In the event an employee desires to purchase additional life insurance, she may do so through the Grand Forks District Savings Credit Union.

- (i) Determination of eligibility for any benefit shall be made by the carrier. Any dispute as to coverage shall be determined between the carrier and the employee.

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Mike Orders, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

**MEMORANDUM OF UNDERSTANDING #2  
SENIORITY RIGHTS PROTECTION ON LAYOFF**

The Parties agree that the application of Article 13.2(c), the restriction for part-time employees being able to exercise their seniority rights and bump a full-time employee, is not applicable to Paula Wolkosky. Ms. Wolkosky will be able to exercise her seniority rights in accordance with the layoff provisions of Article 13 of the previous Collective Agreement.

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**MEMORANDUM OF UNDERSTANDING # 3**  
**LUMP SUM WAGE INCREASE**

An employee who does not receive a wage increase on any anniversary date of this agreement, shall receive a lump sum payment of \$375.00 to be paid in the first pay period which commences in the month of July.

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