

COLLECTIVE AGREEMENT

between the

CITIZENS BANK OF CANADA

and the

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

Effective from July 1, 2005 to December 31, 2008

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ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The purpose of this Collective Agreement is to maintain a harmonious relationship between Citizens Bank of Canada and its employees, to define clearly employment status, hours of work, rates of pay, conditions of employment and levels of employment, to provide a method of settling grievances which may from time to time arise, management rights, union rights and to promote the mutual interests of both Citizens Bank of Canada and its employees.

The Parties recognize that they are jointly engaged in providing a vital and essential service to the public and that there is an obligation on Citizens Bank of Canada, B.C. Government and Service Employees' Union (BCGEU) and the employees for the continuous performance and availability of such service during and within the terms of this Collective Agreement.

The Parties also recognize that Citizens Bank of Canada is the first truly branchless bank in Canada, that it is leading the way toward a new way of banking. The Parties acknowledge that the process of "*inventing*" a virtual bank is an ongoing one that will rely on the energy, flexibility and special abilities of all employees, the BCGEU and management to serve Citizens Bank of Canada members.

The Parties recognize that all efforts are based on having a teamwork approach, and working in partnership between Citizens Bank of Canada, its employees, and BCGEU employees. This Collective Agreement needs to reflect the flexibility of the operations, recognizing that the relationship of the Parties will change and grow as the operation matures.

1.2 Definitions

- (1) Classification seniority means the period of continuous service within a particular classification as defined in Article 11.7.
- (2) Compressed work week is a week in which an employee works thirty-five (35) hours in less than five (5) days, with each work day longer than seven (7) hours, subject to compliance with the Canada Labour Code.
- (3) Continuous service seniority for full-time employees means that period of employment as defined and calculated in accordance with Article 11.1(a) and for part-time employees, the period of employment as defined and calculated in accordance with Article 11.1(b).
- (4) Double time means twice (2x) the straight time rate.
- (5) Regular full-time employee means an employee whose regularly scheduled hours of work are thirty-five (35) hours per week.
- (6) Normal full-time work day is seven (7) hours per day, exclusive of meal periods. This may be extended without the application of the overtime provisions as part of a compressed work week.
- (7) A normal full-time work week is thirty-five (35) hours.
- (8) Regular part-time employee means an employee whose regularly scheduled hours of work are eighteen (18) hours or more and less than thirty-five (35) hours per week.
- (9) Casual employees shall be defined as an employee who does not have probationary, or regular status, and is employed for a finite period of time to cover vacation, maternity/parental and other leaves, special projects and other assignments of a temporary nature.

- (10) Probationary employees are those regular employees who have not completed the applicable probation period.
- (11) Probationary period is three (3) consecutive months of continuous service for full-time employees and four hundred and fifty-five (455) hours for part-time employees.
- (12) Relative is defined as: grandparent, grandchild, parent, step-parent, sibling, spouse, parents-in-law, brothers/sisters-in-law, and any children with whom the employee has a parent-child relationship. Spouse includes a person who is the common-law spouse of the employee. A common-law spouse is a person, of either the opposite or same sex as the employee, who has been continuously residing with the employee for a period of at least twelve (12) months and throughout that period the employee and that person have been publicly represented as spouses.
- (13) Schedule is the days and hours of work of employees set by Citizens Bank of Canada, and such schedules may be changed by Citizens Bank of Canada from time to time to suit varying conditions of business.
- (14) A standard vacation day is seven (7) hours for all full-time employees.
- (15) A Statutory Holiday shall be defined as seven (7) hours.
- (16) Straight-time rate means the hourly rate of remuneration.
- (17) Team is a group of National Contact Centre employees of different classifications reporting to a Team Leader.
- (18) Time and one-half means one and one-half times (1½x) the straight time rate.
- (19) Union is the British Columbia Government and Service Employees' Union (BCGEU).
- (20) A vacation week is thirty-five (35) hours for all full-time employees, including those who regularly work a compressed work week.
- (21) A vacation year shall be the calendar year commencing January 01 and ending December 31.
- (22) A week commences each Sunday at 12:01 a.m. and ends the following Saturday at midnight for purposes of scheduling and overtime.
- (23) Vancity Family of Companies means Vancity, its subsidiaries and any related company.

1.3 Future Legislation/Bank Legislation

- (a) 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.
- (b) It is recognized that Citizens Bank of Canada is required to adhere to the *Bank Act*, *Canada Deposit Insurance Corporation Act*, *Canadian Payments Association Act* and the directors of the Office of the Superintendent of Financial Institutions. In the event any future legislation renders null and void or materially alters any provisions of this Agreement, the Parties shall negotiate a mutually agreeable provision to be substituted for the provisions rendered null and void or materially altered.

1.4 Conflict with Regulations

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

(b) It is recognized that Citizens Bank of Canada is required to adhere to the *Bank Act, Canada Deposit Insurance Corporation Act, Canadian Payments Association Act*, and the directors of the Office of the Superintendent of Financial Institutions. If there is any conflict between this Agreement and any of the above acts or regulations, the Parties shall negotiate a mutually agreeable provision to be substituted for the provision which is null and void.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Agent Recognition and Bargaining Unit Defined

The Company recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all the employees of the Citizens Bank of Canada's National Contact Centre located at 183 Terminal Avenue, Vancouver, B.C. to whom the Certification Order of the Canada Labour Relations Board, 1997 applies.

2.2 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with Citizens Bank of Canada or its representative which may conflict with the terms of this Agreement.

2.3 No Discrimination for Union Activity

Citizens Bank of Canada and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee for reason of membership or non-membership or activity or inactivity in the Union.

2.4 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account operational considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards.

(b) Stewards may, within reason and giving consideration to Citizens Bank of Canada business, investigate and process grievances during regular working hours without loss of pay. Stewards will obtain permission from Citizens Bank of Canada's designated representative in advance. Such permission will not be unreasonably withheld.

2.5 Bulletin Board and Notices

(a) A bulletin board will be made available to the Union on Citizens Bank of Canada's premises for the purpose of posting notices pertaining to general Union activities. Notices have to receive approval of the Steward and will not be of a derogatory nature to Citizens Bank of Canada. The bulletin board shall be located in a place out of public view.

(b) No notices other than those posted on the bulletin board will be distributed or transmitted to employees without the prior permission of the National Contact Centre Manager.

2.6 Union Insignia

A Union member shall have the right to wear the recognized insignia of the Union. Bank dress codes shall always be complied with.

2.7 Right to Refuse to Cross Picket Lines

It shall not be a violation of this Agreement or cause for discharge for any employee in the performance of his/her duties to refuse to cross a legal picket line recognized by the Union. The Union shall notify Citizens Bank of Canada as soon as possible of the existence of such recognized picket line. Further the Union agrees to attempt to minimize disruption to Citizens Bank of Canada's business.

2.8 Time Off for Union Business

(a) Without Pay

Leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;
- (4) for up to three (3) employees who are representatives of the Union and on the Union's bargaining committee to carry on negotiations with Citizens Bank of Canada, and
- (5) to employees called by the Union to appear as witnesses before an arbitration board or other labour relations hearings or matters arising from the administration of this Collective Agreement.

(b) To facilitate the administration of this Section when leave without pay is granted, the employee shall be given the basic pay and the Union shall reimburse Citizens Bank of Canada for salary and benefit costs, including travel time incurred. The Union shall provide Citizens Bank of Canada with reasonable notice of at least two (2) weeks where possible prior to the commencement of leave under this Article. It is understood that employees granted leave of absence pursuant to this Article shall receive their regular current rates of pay while on leave of absence with pay. Citizens Bank of Canada and the Union agree that any of the above leaves shall take into consideration the business needs of the National Contact Centre and shall not be unreasonably withheld.

2.9 Union Meetings

The Employer recognizes the Union's interest in keeping its members informed and aware of its activities through regular Union meetings. The Employer may approve the use of the agency facilities to hold the Union meetings. Union meetings, including general and/or committee(s) meetings, held on Employer premises shall not interfere with the operation of the Employer.

ARTICLE 3 - UNION SECURITY

3.1 Union Shop

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

3.2 No Bargaining Unit Work

No employee who is not a member of the bargaining unit and the Union shall, except in cases of emergency, carry out the duties which are performed by the classifications covered by this Collective Agreement which results in a layoff of a bargaining unit member.

ARTICLE 4 - CHECK-OFF OF UNION DUES

4.1 Authorization Form Deduction

Each employee will execute a written authorization form as set out in Appendix B, and upon receipt of such authorization form, Citizens Bank of Canada agrees to deduct regular monthly dues from the gross wages of each such employee in the bargaining unit.

4.2 Union Dues Deductions

Such deductions shall be made from the wages owing to each employee on each pay day.

4.3 Check off of Union Dues

- (a) Deductions shall be made from each pay and membership dues or payments in lieu thereof shall be considered as owing to the Union in the following month in which they are so deducted as outlined below.
- (b) All deductions shall be remitted to the President of the Union not later than the fifth day of the month following the month in which deductions were made and Citizens Bank of Canada shall also provide a list of names of those employees for whose earnings such deductions have been made.
- (c) Deductions shall be suspended during the period of an employee's unpaid absence but shall be automatically resumed (not retroactively) upon the employee returning to work or with any leave paid directly by Citizens Bank of Canada.

4.4 Union Dues

- (a) Before Citizens Bank of Canada is obliged to deduct any amount under this Article, the Union must advise Citizens Bank of Canada in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to Citizens Bank of Canada signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (b) The effective date of the change shall occur on the first day of the first new pay period of the month following receipt of the notice of change or at the start of the pay period within four (4) weeks of the notice, whichever is greater.

4.5 Union Dues Income Tax Receipts

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

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

Citizens Bank of Canada agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her steward. The

employee's Team Leader will introduce him/her to his/her steward who will provide the employee with a copy of the Collective Agreement. Citizens Bank of Canada agrees that a Union steward will be given an opportunity to meet with each new employee within regular hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's obligations to Citizens Bank of Canada and the Union.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 Union Rights, Powers and Authority

The Union recognizes and agrees that except as specifically abridged or modified by this Agreement all rights, powers and authority are retained solely and exclusively by Citizens Bank of Canada.

6.2 Citizens Bank of Canada Rights, Powers and Authority

The Union recognizes and agrees that Citizens Bank of Canada retains all rights, powers and authority it had prior to the signing of this Collective Agreement, except as set out in Article 6.3 following.

6.3 Citizens Bank of Canada Rights, Powers and Authority Changes

Citizens Bank of Canada recognizes and agrees that its rights, powers and authority are abridged, delegated, granted or modified by virtue of the granting of certification, the Canada Labour Code and the provisions of this Collective Agreement.

6.4 Citizens Bank of Canada Actions

For greater certainty, but without limiting the generality of Articles 6.3 and 6.2, and where the actions of Citizens Bank of Canada are not inconsistent with any terms of the Collective Agreement, the Union agrees that Citizens Bank of Canada has the sole and exclusive right to:

- (a) operate and manage its business and facilities in all respects as it sees fit, including the right to hire, direct and schedule its work force;
- (b) retire employees in accordance with the Bank's policy;
- (c) promote, classify, transfer, layoff and recall employees;
- (d) discipline, demote, suspend and discharge employees for just cause;
- (e) determine job content, conduct job evaluations, assign work, determine the standards of performance and the qualifications of employees to perform work;
- (f) establish methods, processes and means of performing work;
- (g) evaluate employee performance;
- (h) make, establish, publish and enforce reasonable rules and regulations;
- (i) introduce new and improved methods, equipment and facilities;
- (j) purchase supplies, equipment, materials and services from any source acceptable to Citizens Bank of Canada;
- (k) determine the number of employees to be employed and the duties to be performed;

- (l) establish, expand, reduce, alter, consolidate or abolish any position, position classification or department;
- (m) discontinue, re-organize or combine departments or any area or unit of operations, with any consequent reduction or other changes in the work force;
- (n) recognize and reward employees in any manner it deems appropriate;
- (o) continue the practice of using outside services and suppliers to meet member requirements;
- (p) communicate with employees using any appropriate communications medium; and
- (q) determine the starting time and length of daily, weekly or periodic work schedules and change such schedules from time to time to suit the varying business conditions.

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Union and Citizens Bank of Canada Representation

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

7.2 Union Bargaining Committees

The Union Bargaining Committee shall be appointed and consist of up to three (3) representatives of the bargaining unit who have completed probationary period, together with the President of the Union or his/her designate. The Union shall have the right, subject to scheduling, to have the assistance of members of the staff of the Union when negotiating or preparing for negotiating with Citizens Bank of Canada.

7.3 Joint Consultation Committee

- (a) Each Party to this Agreement shall appoint nominees to participate in a Joint Consultation Committee.
- (b) The Union shall nominate up to three (3) Union members, one of whom may be the President of the Union or his/her designate.
- (c) Citizens Bank of Canada shall nominate up to three (3) management personnel.
- (d) Each Party shall notify the other by letter of the names of their committee nominees and any changes which may take place from time to time.
- (e) The purpose of the Joint Consultation Committee shall be to have the nominees meet and work to discuss matters related to the administration of this Collective Agreement and to attempt to discuss and collaboratively resolve any issues that may arise or can be foreseen.

7.4 No Strikes or Lockouts

The Parties agree that during the term of this Collective Agreement there will be no strikes or lockouts.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

- (a) Citizens Bank of Canada and the Union recognize that grievances may arise concerning:
 - (1) differences between the Parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Collective Agreement, or arbitral awards, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline or suspension of an employee covered by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this Article.
- (c) The employee will continue working and utilize the grievance procedure to resolve his/her concern, except where an employee acts in good faith in compliance with Section 3.24 of the B.C. Workers' Compensation Act.
- (d) In order not to interfere with the operations of the National Contact Centre it is agreed that research on preparation of a complaint or grievance will be done outside the working hours of the aggrieved employee and/or Union steward except as provided for in Article 2.4(b).

8.2 Step 1

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated Team Leader. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or Union staff representative.

8.3 Time to Present Initial Grievance

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

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

8.4 Step 2

- (a) Subject to the time limits in Article 8.3, the employee may present a grievance at this level by:
 - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting this grievance to the designated Team Leader through the Union steward.
- (b) *The Team Leader shall:*
 - (1) sign and date the grievance as received at Step 2; and
 - (2) forward the grievance to the representative of Citizens Bank of Canada authorized to deal with grievances at Step 2.

8.5 Time Limit to Reply at Step 2

- (a) The representative designated by Citizens Bank of Canada to handle grievances at Step 2 shall reply in writing to an employee's grievance within fourteen (14) days of receiving the grievance at Step 2.
- (b) The President of the Union, his/her designate, or Citizens Bank of Canada, may present a grievance at Step 2.

8.6 Step 3

The President of the Union, or his/her designate, may present a grievance at Step 3:

- (a) within twenty-one (21) days after the decision has been conveyed to him/her by the representative designed by Citizens Bank of Canada to handle grievances at Step 2; or
- (b) within twenty-one (21) days after Citizens Bank of Canada's reply was due.

8.7 Time limit to Reply at Step 3

Within fourteen (14) days of receipt of the grievance at Step 3, the representative designated by Citizens Bank of Canada to handle grievances at Step 3 shall reply in writing to the grievance.

8.8 Time Limits to Submit to Arbitration

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

- (a) fourteen (14) days after Citizens Bank of Canada's decision has been received; or
- (b) fourteen (14) days after Citizens Bank of Canada's decision was due, whichever occurs first.

8.9 Dismissal or Suspension Grievance

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at Step 3 of the grievance procedure within twenty-one (21) days of the date on which the dismissal occurred, or within twenty-one (21) days of the employee receiving notice of dismissal. The Parties agree that all dismissal grievances that are to proceed to arbitration will be dealt with expeditiously and an arbitration will take place within 6 months of the occurrence, notwithstanding any provisions of Articles 8 and 9.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within twenty-one (21) days of the date on which the suspension occurred, or within twenty-one (21) days of the employee receiving notice of suspension.

8.10 Deviation from Grievance Procedure

- (a) Citizens Bank of Canada agrees that after a grievance has been initiated by the Union, the Citizens Bank of Canada representatives will not enter into discussion or negotiation with respect to the grievance, whether directly or indirectly, with the aggrieved employee without the consent of the Union.
- (b) In the event that, after having initiated a grievance through the procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

8.11 Policy Grievance

(a) Where either Party to this Agreement disputes the application, interpretation or alleged violation of an article of this Collective Agreement, the dispute shall be discussed initially with Citizens Bank of Canada's Step 3 designate or the Union, as the case may be, within thirty (30) days of the occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 9 - Arbitration.

(b) This Article shall not be used by the Union to initiate a grievance directly affecting an employee or group of employees where such employees themselves could otherwise initiate a grievance through the grievance procedure. This provision shall not be utilized to circumvent any mandatory provision of the grievance procedure.

8.12 Technical Objections to Grievances

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case. This clause does not apply to the time limits as set out in this section.

8.13 Amending Time Limits

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

8.14 Failure to Act

If a grievance is not initiated in accordance with the prescribed time limits, such grievance shall be deemed to be abandoned by the Union. Should either Citizens Bank of Canada or the Union exceed the time limit set out in this Article or fail to request an extension of time limits, the Party exceeding the time limits must concede the grievance. However, the Parties will not be deemed to have prejudiced its position on any future grievance.

ARTICLE 9 - ARBITRATION

9.1 Notice of Intent to Arbitrate

Where a difference arising between the Parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure, notify the other Party within twenty-one (21) days of the receipt or due date of the reply at the third step, of its desire to submit the difference or allegation to arbitration.

9.2 Appointment of the Arbitrator

When a Party has requested that a grievance be submitted to arbitration it shall indicate in writing to the other party, within seven (7) days thereafter, its intention to submit the dispute to a single arbitrator, as listed in Appendix C, or to another arbitrator, to be mutually agreed upon.

9.3 Single Arbitrator Procedure

The arbitrator may determine his/her own procedure in accordance with the Canada Labour Code and shall give full opportunity to all Parties to present evidence and make representation. He/she shall hear

and determine the difference or allegation and shall render a decision within thirty (30) days of the conclusion of the hearing.

9.4 Decision of Arbitrator

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

9.5 Disagreement on Decision

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

9.6 Expenses of Arbitrator

Each Party shall pay one-half (1/2) of the fees and expenses of the arbitrator.

9.7 Amending Time Limits

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

9.8 Expedited Arbitration

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

ARTICLE 10 - DISCIPLINE, DISCHARGE, SUSPENSION

10.1 Just Cause

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

- (b) The discharge of a probationary employee shall be based on suitability as determined by Citizens Bank of Canada.

10.2 Notice of Discipline

Notice of suspension, final warning and/or dismissal shall be in writing and shall set forth the reasons for the suspension, final warning or dismissal. A copy of the written notice of discipline shall be forwarded to the Union within five (5) working days.

10.3 Right to Grieve Disciplinary Action

- (a) Disciplinary action is grievable by the employee.
- (b) An employee shall be given a copy of any document, report, incident, or notation placed on the employee's file which might be the basis of disciplinary action.
- (c) Upon an employee's request, any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of 18 months from the date it was issued, provided there has not been a further infraction.
- (d) Within an employee's probationary period, the Citizens Bank of Canada may release an employee at any time and that any such release is not subject to the grievance procedure of the Collective Agreement unless it occurs by reason of discrimination, as defined in Article 25.2 of this Agreement.

10.4 Right to Union Representation

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

10.5 Personnel File

An employee, or his/her designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or his designate, as the case may be, shall give Citizens Bank of Canada adequate notice prior to having access to such file(s).

Where it is not practical for the employee to review the file in the office in which it is kept, Citizens Bank of Canada shall make arrangements to have the file delivered to the employee's worksite, and to allow the review under the supervision of a person designated by Citizens Bank of Canada.

The Parties acknowledge that the personnel file is the property of Citizens Bank of Canada.

ARTICLE 11 - SENIORITY

11.1 Continuous Service Seniority

- (a) Continuous service seniority for full-time employees shall be determined on the basis of the total number of years of continuous service with Citizen's Bank of Canada and the Vancity family of companies, and in accordance with the provisions of Article 11 of this Collective Agreement.
- (b) Continuous service seniority for part-time employees shall be determined by hours worked for the Citizens Bank of Canada and the Vancity family of companies, in accordance with the provisions of Article 11 of this Collective Agreement.
- (c) Citizens Bank of Canada shall keep separate continuous service seniority lists and classification seniority lists for full-time and part-time employees, which shall be updated once per year. These lists shall apply throughout the calendar year regardless of any changes to employment status.
- (d) A part-time or casual employee who becomes a full-time employee will be given a calendar date for continuous service seniority purposes which shall be determined by dividing the employee's total hours worked by 35 in accordance with Article 11.5 to obtain the equivalent number of weeks of work, and then applying those weeks back from the date of commencement of full-time employment to obtain the calendar date for seniority purposes.
- (e) A full-time employee who becomes a part-time employee will be credited with the number of hours equivalent to his or her period of employment in accordance with Article 11.5. The equivalent hours of employment shall be determined by multiplying the number of weeks of full-time employment by 35. Such employee will be placed at the bottom of the applicable seniority list for the remainder of the calendar year.
- (f) Employees promoted out of the bargaining unit shall retain their seniority for a period of twelve (12) months provided their employment with Citizens Bank of Canada is continuous throughout that period.
- (g) Classification seniority shall govern shift selection within each classification.
- (h) When an employee moves to a different classification, that employee shall be placed at the bottom of the classification seniority list and shall not exercise seniority to change any existing vacation schedule.

11.2 Re-employment

An employee who has completed probation who resigns his/her position and within twelve (12) months is re-employed will have the probationary period waived and will be given credit for continuous service seniority purposes for time previously worked. Following the normal waiting period, other fringe benefits shall commence.

11.3 Eligibility for Continuous Service Seniority Entitlement

Employees shall earn but not be credited with continuous service seniority during the initial probationary period. Upon successful completion of initial probation, an employee will be credited with Citizens Bank of Canada continuous service seniority from the initial date of hire.

11.4 Continuous Service Seniority List

Citizens Bank of Canada will post the continuous service seniority lists for all employees in the bargaining unit once per year, October 1st. Employees shall have thirty (30) days to challenge the accuracy of the list. Thereafter, it shall be binding upon all Parties.

11.5 Seniority Application

For any seniority application under the Collective Agreement, employees with equal seniority shall be ranked as follows:

- equal classification seniority shall be ranked by continuous service seniority, and if,
- equal continuous service seniority shall be ranked by hire date, and if,
- equal hire date shall be ranked alphabetically by first letter of surname.

11.6 Accrual of Continuous Service Seniority

Continuous service seniority will be accrued based on hours worked which shall include:

- (a) time lost as a result of occupational illness or injury;
- (b) non-occupational illness or injury or sick leave;
- (c) leaves of absence up to a period of four (4) months;
- (d) maternity leave in accordance with Article 18;
- (e) an employee on the recall list in accordance with Article 13.3, and
- (f) Union business.

11.7 Continuous Service Seniority Lost

An employee shall lose all continuous service seniority and his/her employment shall be deemed to be terminated if he/she:

- (a) voluntarily resigns from the employ of the Citizens Bank of Canada, except as noted in Article 11.2;
- (b) chooses to retire;
- (c) has been laid off for twelve (12) consecutive months;
- (d) is absent from work for four (4) consecutive shifts without providing a satisfactory reason; or
- (e) is discharged for just and reasonable cause.

11.8 Accrual of Classification Seniority

Classification seniority will be accrued based on hours worked which shall include:

- (a) time lost as a result of occupational illness or injury;
- (b) short term disability;
- (c) vacation;
- (d) union leave;
- (e) approved leaves of ten (10) working days or less.

ARTICLE 12 - POSITION POSTING

12.1 Posting

- (a) Citizens Bank of Canada will endeavour to fill a bargaining unit vacancy, other than those of short duration as set out in Article 12.4, by concurrently posting the opportunity within the bargaining unit and the Vancity family of companies before seeking other means of filling the vacancy.
- (b) Notice of a vacancy for a full-time position within the bargaining unit will be posted for a period of five (5) calendar days, provided there is no qualified employee entitled to recall for that position.

- (c) The job posting will show the date of the posting, a general description of the duties, salary range, expiry date of the posting, and other pertinent information of the posted position.
- (d) A copy of each bargaining unit posting will be available to the Union Steward on the electronic "*In the Loop*".
- (e) Where extenuating circumstances exist, Citizens Bank of Canada and the Union may agree to waive the posting of a vacancy to accommodate a transfer from within the Vancity family of companies.
- (f) Interested employees who have completed their probationary period, may file with Citizens Bank of Canada an application form made available by Citizens Bank of Canada before the expiry of the posting.
- (g) Following the close of the selection process, the name of the successful employee, if any, shall be posted.
- (h) An employee who is promoted or was transferred laterally as a result of a job posting will not be eligible to bid for another job posting until he/she has completed one hundred and thirty (130) shifts on the new assignment.
- (i) If the posting does not yield a qualified candidate, Citizens Bank of Canada shall recruit and hire from other sources.

12.2 Selection

- (a) It shall be the intent of Citizens Bank of Canada to fill job vacancies from within the bargaining unit providing those employees who apply for positions have the required ability, knowledge, experience and past satisfactory work performance.
- (b) Selection for job vacancies shall be made on the basis of ability, knowledge, experience, past satisfactory work performance, and continuous service seniority in that order.
- (c) In the event that two (2) or more employees have similar ability, knowledge, experience, and past satisfactory work performance, the employee with the greatest continuous service seniority shall be selected.

12.3 Familiarization Period

Employees who move into a new position through job posting shall be provided with a familiarization period of up to four (4) months or sixty (60) working days, whichever is greater.

Should either Citizens Bank or the employee consider the new position unsuitable, they shall be returned to their former position or one of equal rank and shall be paid their former salary plus any service increment they may have become entitled to had they not posted into the new position.

12.4 Positions Temporarily Vacant

Vacancies of short duration or vacancies resulting from absenteeism, illness, injury, vacation, leave of absence, maternity or parental leave, will be filled subject to member needs as determined by Citizens Bank of Canada.

12.5 Notification

- (a) Within seven (7) days of the date of the appointment to a posted position within the bargaining unit, the applicants will be advised of the outcome of the selection process.

(b) The Employer agrees, at the request of unsuccessful applicants, to discuss the reasons why they were unsuccessful and areas where they can improve their opportunities for advancement. Such a meeting shall be scheduled within five (5) days and shall be held during working hours.

12.6 Right to Grieve

(a) Where a grievance arises in relation to a job posting award, it shall proceed pursuant to Article 8 – Grievance Procedure.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Role of Seniority in Layoff

Should Citizens Bank of Canada decide to reduce the number of National Contact Centre staff, the employee with the least amount of seniority in a position shall be the first laid off from that position.

13.2 Layoff Notice/Severance Pay

Regular employees shall be given notice as follows:

- (a) After three (3) months service – one (1) weeks' notice
- (b) After one (1) year's service – two (2) weeks' notice
- (c) For each completed year of service thereafter, an additional two (2) weeks notice per year, to a maximum of sixteen (16) weeks.

Salary in lieu of notice may be provided.

13.3 Employee Options

- (a) Employees who have been served notice of layoff shall have the following options:
 - (1) to fill a vacancy within the bargaining unit at the same classification group for which he or she is qualified;
 - (2) to displace the least senior employee in a position at the same or lower classification within the bargaining unit, providing the employee has the qualifications to perform the job functions satisfactorily;
 - (3) provided the employee has passed their probationary period, he/she may be placed on a recall list for a period of twelve (12) months in accordance with the procedure outlined in Article 13.4;
 - (4) to claim severance pay equal to the amount to which they would be entitled in lieu of notice, as calculated in Article 13.2.
- (b) Employees who have opted to be placed on the recall list may elect to terminate employment during the recall period and be paid severance pay equal to the amount to which they would be entitled in lieu of notice, as calculated in Article 13.2.

13.4 Contact Point

An employee who has been laid off and wishes to be recalled must ensure that Citizens Bank of Canada has the current phone number and address for purposes of recall. Failure on the part of the employee to provide this information will result in the employee forfeiting his/her recall rights. Employees being recalled for work will be called a minimum of forty eight (48) hours prior to shift start.

13.5 Recall Procedure

(a) Employees on the recall list shall have the right to return to a vacancy in their former position or to a position for which they are qualified, providing no other employee with greater continuous service seniority is promoted or transferred to such vacant position.

When such transfers or promotions occur, the employee on the recall list with the greatest continuous service seniority will be offered the resulting vacant position, providing he/she is qualified.

(b) Notice of recall to an employee on the recall list shall be sent by double registered letter 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 five (5) calendar days of receiving it. A copy of the recall notice shall be forwarded to the Union.

(c) An employee bypassed under the foregoing conditions shall be kept on the recall list for his/her remaining recall period.

(d) A laid-off regular employee shall have the right to elect casual work assignments while on recall in order of seniority and subject to being qualified to perform the work which is available.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

(a) It is agreed that the determination of starting times, the daily hours of work and weekly or periodic work schedules and changes to such shifts and schedules, shall be made by Citizens Bank of Canada from time to time to suit the varying conditions of its business.

(b) In the event of any change in the starting, length, and quitting times of shifts, Citizens Bank of Canada agrees to give at least fifteen (15) calendar days' notice of any change.

14.2 Assignment of Shifts

(a) Citizens Bank of Canada will determine the positions, classifications and the number of employees of each position or classification required on each shift to meet the member needs, recognizing among other factors regular, unusual, and seasonal demands, and functionally connected work groups.

(b) Within a classification, the choice of shift shall be determined by classification seniority.

(c) The least senior employees may not decline the remaining available shifts, subject to the provisions of Article 21.1 – Professional Development.

(d) Notwithstanding (b), if an employee replaces another employee because of absence or resignation, the employee shall work the regularly scheduled shifts of the employee whom he/she is replacing, regardless of seniority.

(e) An employee may not sign up for shifts in a lower classification until all shifts in his/her classification are assigned and a full-time employee may not sign up for part-time shifts until all full-time shifts within his/her classification are assigned.

14.3 Notice of Shift

Work schedules for employees shall be posted at least fifteen (15) calendar days in advance of the starting day of a new schedule.

14.4 Compressed Work Week

The Parties may agree to a compressed work week schedule for classifications or departments within the National Contact Centre based on the following:

- (a) work schedule for full-time employees will be based on an average of thirty-five (35) hours per work week;
- (b) an employee's scheduled work assignments will be separated by not less than eight (8) non-work hours;
- (c) an employee is entitled to thirty-two (32) consecutive hours free from work without pay each week;
- (d) employees of a similar classification may exchange shifts with the approval of Citizens Bank of Canada, provided that advance written notice is given by the employees and provided there is no increase in cost to Citizens Bank of Canada; and
- (e) Notwithstanding clause 14.9, days of rest may be varied due to a compressed work week schedule if the compressed work week schedule creates a shorter or longer number of days off from the completion of one week's shift and the start of the next week's shift; and
- (f) a compressed work week schedule can be amended or cancelled by Citizens Bank of Canada by giving two (2) weeks' advance notice prior to posting of the new schedule.

14.5 Job Sharing

Job sharing proposals can be considered where:

- (a) one of the partners proposing the job sharing arrangement already occupies the full-time position under consideration, or
- (b) two partners propose to job share a vacant position which is at a classification level that is the same or lower than the partners' current position and both partners are qualified to do the work.

A detailed written job sharing proposal must be presented to a Team Leader for consideration. The Team Leader shall assess the impact on operations. Job sharing proposals must include details as outlined in the mandatory procedures section of the Citizens Bank of Canada Job Sharing Policy.

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

14.6 Agreements Not to Change

Citizens Bank of Canada agrees that any agreements outlined in Articles 14.2, 14.3, and 14.4 may not be changed unless by mutual agreement between the employee and Citizens Bank of Canada giving consideration to business needs.

Citizens Bank of Canada agrees not to withhold approval unreasonably.

If the job sharing arrangement in Article 14.5 does not satisfactorily meet the business needs of Citizens Bank of Canada, management may end the job sharing arrangement by giving a minimum of two (2) weeks' notice to the employees. The full-time position would then be posted in accordance with the job posting procedure outlined in Article 12.1.

14.7 Meal Period

An unpaid meal period of not less than thirty (30) minutes and not more than sixty (60) minutes will be provided and taken within the three (3) hours in the middle of the regular working shift, precise time to be arranged between Citizens Bank of Canada and the employee.

14.8 Rest Periods

Two (2) relief periods per day of fifteen (15) minutes each, one (1) in the first half of the shift and one (1) in the second half of the shift, shall be provided without loss of pay to full-time employees. Part-time employees will be entitled, without loss of pay, to the following:

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

14.9 Days of Rest

Full and part-time employees will be scheduled with two (2) consecutive days off in each week.

14.10 Transportation

Wherever possible, shifts shall be arranged to facilitate the use of public transportation, but it is recognized that Citizens Bank of Canada, National Contact Centre, is a seven (7) day a week, twenty-four (24) hour per day, three hundred and sixty-five (365) day per year operation.

ARTICLE 15 - OVERTIME

15.1 Overtime Premiums

- (a) Full-time employees requested to work overtime in excess of their scheduled shift, will be paid time and one-half ($1\frac{1}{2}x$) for the first two (2) hours worked and at double time ($2x$) thereafter, not including any paid meal break which is to be paid at the straight time rate.
- (b) Full-time employees requested to work on the employees' scheduled day off will be paid time and one-half ($1\frac{1}{2}x$) for the first four (4) hours worked, and double time ($2x$) for continuous hours worked thereafter.
- (c) Overtime shall be compensated in fifteen (15) minute increments; however, an employee shall not be entitled to any compensation for a period of overtime of less than fifteen (15) minutes per day.
- (d) All overtime must be approved in advance by a Team Leader or designated alternate.
- (e) The foregoing will be varied due to any compressed work week schedule, in which case the overtime provisions will commence only on completion of the number of hours of the compressed work day or completion of the regularly scheduled number of hours in a work week, whichever occurs first.
- (f) The most senior qualified employee shall have first choice for overtime work and may decline overtime on a seniority basis providing there are other qualified employees available to perform the work. In such cases, the junior employees cannot decline to work overtime.
- (g) To the extent that hours are compensated at overtime rates pursuant to one provision of this Collective Agreement, they shall not be considered as hours worked in determining overtime under the same or any other provision of this Collective Agreement (i.e., there shall be no pyramiding of overtime hours).

15.2 Overtime for Part-time and Casual Employees

- (a) All overtime must be approved in advance by a Team Leader or designated alternate.
- (b) A part-time or casual employee, who is scheduled to work less than the normal full-time work day, and who is required to work additional hours shall be paid straight time:
 - (1) for work after completion of his/her scheduled shift up to seven (7) hours in a day,
 - (2) for work on a day other than his/her regularly scheduled work days, for all hours up to seven (7) hours in a day or up to the normal full-time work week (35 hours),
 - (3) or, when replacing a full-time employee who is scheduled to work a compressed work week, for all those regularly scheduled hours up to the normal full-time work week (35 hours).
- (c) A part-time or casual employee, who is scheduled to work less than the normal full-time work day, and who is required to work additional hours shall be paid at time and one-half (1½x) only:
 - (1) for work after completion of his/her scheduled shift in excess of seven (7) hours in a day,
 - (2) for work on a day other than his/her regularly scheduled work days, for all hours after seven (7) hours in a day or in excess of the normal full-time work week (35 hours);
 - (3) or, when replacing a full-time employee who is scheduled to work a compressed work week, only for hours worked in excess of the regularly scheduled hours, or in excess of the normal full-time work week.
- (d) A part-time or casual employee who is scheduled to work less than the normal full-time work day, and who is required to work additional hours shall be paid at double time (2x) only for hours worked in excess of two (2) hours overtime, not including any paid meal break which is to be paid at straight time rate.
- (e) In no event shall a part-time or casual employee be paid overtime rates simply by reason that the employee is required to work more than seven (7) hours in a day when replacing an employee who is scheduled to work a compressed work week.
- (f) To the extent that hours are compensated at overtime rates pursuant to one provision of this Collective Agreement, they shall not be considered as hours worked in determining overtime under the same or any other provision of this Collective Agreement (i.e., there shall be no pyramiding of overtime rates).

15.3 Call Out

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

15.4 Overtime Meal Allowance

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

15.5 Overtime Payment

Employees who work overtime may elect to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with Citizens Bank of Canada. Time off in lieu of overtime

payment will be calculated at overtime rates. (The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings.) Such accumulated time off must be scheduled prior to the end of each calendar year or it will be paid out.

ARTICLE 16 - STATUTORY HOLIDAYS

16.1 Statutory and Floating Holidays

(a) Citizens Bank of Canada agrees to provide all full-time or part-time employees with the following statutory holidays without loss of pay:

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

and any other day that may be stated a legal holiday by the Federal Government, provided such is permissible under the Bank Act. Should one (1) of the above holidays fall on an employee's normal day(s) off, the employee shall receive Statutory Holiday pay or seven (7) hours pay, to be taken adjacent to the employee's normal day(s) off, or at a time mutually agreed between the employee and Citizens Bank of Canada.

(b) The time off in lieu of a statutory holiday which falls on an employee's normal day off must be taken within ninety (90) calendar days following the date the holiday occurred. Seniority will govern when more than the allowable number of employees request the same day off work, giving due consideration to the requirements of efficient operation of the National Contact Centre.

16.2 Statutory Holiday While on Vacation

In the event any of the holidays in Article 16.1 occur during the period of an employee's vacation, an additional seven (7) hours' vacation with pay shall be allowed for each holiday so occurring, in conjunction with said vacation or at a time mutually agreed between the employee and Citizens Bank of Canada.

16.3 Eligibility for Statutory Holiday Pay

(a) To qualify for compensation under Article 16.1 the employee, prior to the actual statutory holiday, must:

- (1) have worked the last scheduled shift before and the first scheduled shift following the holiday, unless the absence is excused by Citizens Bank of Canada; or
- (2) have worked at least fifteen (15) of the preceding thirty (30) scheduled shifts.

(b) *Employees do not qualify when they:*

- (1) have agreed to work on the holiday and without satisfactory cause failed to report to work and perform the work; or
- (2) are on leave of absence, disability leave or on layoff the day on which the holiday is observed.

16.4 Premium for Work on Statutory Holiday

Employees who are required to work on a day on which they are entitled to a statutory holiday with pay, in accordance with Article 16.3 above, shall be paid for all hours worked at one and one-half times (1½x) the employee's straight time rate for all time worked, plus seven (7) hours regular pay or seven (7) hours off in lieu of such pay. Employees who are required to work on Christmas Day shall be paid for all hours worked at double time (2x) the employee's straight time rate for all time worked, plus seven (7) hours regular pay or seven (7) hours off in lieu of such pay. If an employee selects time off in lieu, the time shall be mutually agreed upon by the employee and Citizens Bank of Canada.

ARTICLE 17 - ANNUAL VACATION

17.1 Annual Vacation Entitlement

All employees shall be entitled to a vacation during the year in which it is earned in accordance with the schedule set out in the following provisions of this Article.

17.2 Vacation Earnings for Partial Years

- (a) (1) During the first partial year of service a new full-time employee will earn vacation at the rate of one and a quarter (1.25) seven (7) hour days for each month for which he/she earns the equivalent of twelve (12) seven (7) hour shifts pay at straight time rates to a maximum vacation entitlement of fifteen (15) [seven (7) hour] days.
- (2) Subject to Article 17.11, any unused vacation earned during the first partial year will be paid to the employee on the first pay day of the year following.
- (b) During the first full and subsequent vacation years an employee will earn one-twelfth (1/12) of the annual entitlement for each month in which the employee earns at least the equivalent of twelve (12) seven (7) hour shifts pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits during the current calendar year or recovered upon termination, whichever occurs first.

17.3 First to Third Year Paid Vacations

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

17.4 Fourth to Ninth Year Paid Vacations

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

17.5 Tenth Year Paid Vacations

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

17.6 Tenth, Fifteenth and Twentieth Year Paid Vacations

During the tenth, fifteenth and twentieth vacation years, an employee will be awarded one (1) additional "bonus" week of vacation to be taken in any year between the year of the award and four (4) years following.

17.7 Vacation for Part-Time Employees

- (a) Part-time employees' vacation pay will be calculated on earnings on the same percentage basis as for a full-time employee with the same calendar years' service in accordance with Articles 17.1 to 17.6 of this Collective Agreement.
- (b) Where a part-time employee becomes a full-time employee, the number of days of continuous service seniority that such an employee has earned shall be added to that employee's length of service for the purpose of determining vacation entitlement [one (1) week, (seven (7) days), for each five (5) days of continuous service seniority].

17.8 Vacation on Termination

Should an employee become terminated, he/she shall reimburse Citizens Bank of Canada as per Article 17.2(b) for any overpayment he/she may have received for vacation provided by this Article.

17.9 Vacation Credit on Change of Status

Employees changing from part-time to full-time or vice versa, full-time employees on extended leave [over thirty (30) calendar days] without pay and employees who terminate prior to vacation being taken shall have their vacation pay prorated in accordance with the percentages provided in Articles 17.1 to 17.5.

17.10 Vacation Scheduling

Employees with the longest continuous service seniority shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in more than one (1) unbroken period, may do so subject to the following:

- (a) No more than one (1) week of vacation entitlement may be scheduled in multiples of less than a full week.
- (b) Employees shall select their vacation periods in order of continuous service seniority as defined in this Agreement. However, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacations in more than one (1) period, shall select the second (2nd) period in order of continuous service seniority, and schedule any remaining vacation entitlement on a first come, first serve basis.
- (c) Citizens Bank of Canada will post a vacation schedule by October 15 of each year, and the employees shall select their vacation periods by November 15. All vacations so selected by this time shall be confirmed by December 15. This clause shall not be so construed to imply that vacation not selected by December 31 is to be disallowed.
- (d) Citizens Bank of Canada shall have sole discretion in establishing the vacation schedule and determining staffing requirements, provided that no employee's vacation request shall be unreasonably denied.

17.11 Vacation Scheduling Calculation

Notwithstanding the definition of standard vacation day:

- (a) The general principle shall be that no additional vacation time shall accrue to any employee by reason only of working a compressed work week.

For example:

- (1) A day off for vacation for employees on a four-day on, three-day off compressed work week schedule is eight and three-quarter ($8\frac{3}{4}$) hours which is one and one-quarter ($1\frac{1}{4}$) standard vacation days, which will be debited as one and one-quarter ($1\frac{1}{4}$) standard vacation days for each vacation day off taken. A vacation week is thirty five (35) hours.
- (2) An employee who is entitled to fifteen (15) seven (7) hour days' vacation (105 hours), who works a compressed work week of four (4) days of eight and three-quarter ($8\frac{3}{4}$) hours, shall be entitled to twelve (12) eight and three-quarter ($8\frac{3}{4}$) days' vacation (105 hours).

ARTICLE 18 - SPECIAL AND OTHER LEAVES

18.1 Compassionate Leave

- (a) In the case of death or serious illness of a close family member, all permanent full-time and part-time employees may request a compassionate leave without loss of pay for a period of up to three (3) days, plus an additional two (2) days for travel time if necessary.
- (b) A close family member is defined as spouse (including common-law and same sex), child, parent, sister, brother, grandparent, parent-in-law, step-parent, or step-child.
- (c) Compassionate leaves for up to one-half ($\frac{1}{2}$) day without loss of pay may also be requested to attend the funeral of a family member or friend.

18.2 Jury Duty

- (a) Jury duty and court service are civic responsibilities and Citizens Bank of Canada has a responsibility to support employees in this role.
- (b) If an employee is required to perform jury duty or required by the court or Citizens Bank of Canada to attend as a witness, Citizens Bank of Canada will pay the employee's regular wages for each scheduled shift that the employee attends court. Any jury pay money paid to the employee by the court shall be paid to Citizens Bank of Canada.
- (c) If an employee serves on a non-scheduled work day, the employee is entitled to any money received from the court.
- (d) While waiting for an actual jury call, employees shall make every reasonable effort to report to work for their scheduled shift.
- (e) An employee required to attend court as a plaintiff or defendant will not be paid by Citizens Bank of Canada unless the employee is attending on behalf of Citizens Bank of Canada.
- (f) 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 shift remains to be worked.
- (g) Total hours on jury duty and actual work on the job in the office in one (1) day shall not exceed normal scheduled shift hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of the scheduled shift hours shall be considered overtime and paid as such.

18.3 Maternity and Parental Leave

All regular full-time and part-time employees who have completed 6 months of employment shall be eligible for Maternity and/or Parental Leave in accordance with the Canada Labour Code.

18.4 Family Responsibility Leave

- (a) All regular full-time and part-time employees, upon written application, and when Citizens Bank of Canada business permit, may be granted up to five (5) days unpaid Family Responsibility Leave, each year, to meet responsibilities related to the care and health of close family members.
- (b) A close family member is defined as a spouse (including common-law and same sex), child, parent, sister, brother, grandparent, grandchild, parent-in-law, brother/sister-in-law, step-parent, or step-child.

18.5 Leave of Absence

- (a) Upon written application, an employee may be granted a leave of absence in accordance with the provisions of Citizens Bank of Canada's Short Term Leave of Absence and/or Extended Leave of Absence Policy.
- (b) A copy of Citizens Bank of Canada's Short Term Leave of Absence and Extended Leave of Absence Policy is attached, which may change from time to time. Such changes to these policies will be presented to the Joint Consultation Committee prior to implementation.

18.6 Leave for Medical and Dental Care

Employees shall make all reasonable efforts to schedule doctor or dentist appointments outside of working hours. Where this is not practical and wherever possible, the employee will be given the opportunity to make up the lost time at the employee's straight-time rate.

18.7 Failure to Return From Leave

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

18.8 Violent Event

In the event an employee requires professional counselling following a traumatic and violent event in the workplace, Citizens Bank of Canada will make counselling services available to the employee.

18.9 Elections

Each employee shall be entitled to four (4) clear hours to vote in a provincial election and three (3) clear hours to vote in a federal election without loss of pay.

18.10 Other Religious Observances

- (a) Employees who observe other or additional spiritual holidays are entitled to up to four (4) days leave without pay per calendar year to observe spiritual or holy days.
- (b) A minimum of two (2) weeks notice is required for leave under this provision. Where two (2) weeks notice is not possible due to the unpredictable nature of the spiritual or holy days, leave will not be unreasonably withheld.
- (c) Employees scheduling leave under this provision may utilize or reschedule vacation or time off in lieu of overtime or statutory holidays.

ARTICLE 19 - BENEFIT PLANS AND CARE DAYS

19.1 Flexible Benefits Program

Regular employees are eligible to participate in the Vancity Flexible Benefit Program effective following three (3) months of employment.

The Employer agrees to maintain, where practicable, the level of benefits offered at the time of ratification for the duration of the Agreement. Proposed changes to the Flexible Benefit Program will be presented to the Union prior to implementation to provide the Union with an opportunity to respond to the proposed change.

19.2 Medical Plan

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

19.3 Care Days and Managed Disability Leave

- (a) Full-time employees shall be entitled to accumulate care day credits the equivalent of one (1) day for each month worked. Eligible part-time employees shall be entitled to accumulate care day credits the equivalent of one (1) day for each hundred and fifty-four (154) hours worked. For part-time employees, "*days worked*" is based on the normal working schedule. If a full-time employee's start date is between the first and fifteenth day of the month inclusive, credit is given for a full month for the purpose of calculating care day accrual, otherwise care day credit will be calculated starting the first of the following month. Unused care days will accumulate for use, until depleted, as salary replacement benefits, at one hundred percent (100%) of base salary during an approved Short Term Disability Leave. After depletion of care days, salary shall be covered at seventy-five percent (75%) of wages up to a maximum of twenty-six (26) weeks from the date of disability.
- (b) For the purpose of paragraph (c), (d) and (e) below, care days may be used in the year in which they have been or are to be earned. Employees who complete only a part year due to termination of employment, leave or some other reason shall be required to reimburse the Employer for any overpayment received. Employees are not eligible for Care Days on a non-regularly scheduled work day or vacation (unless hospitalized due to illness or accident which may result in a short-term disability claim).
- (c) Care day credits may be used for personal illness. They may be used, no more than two (2) consecutive days at one time, to provide care to an immediate family member suffering severe illness when the immediate family member is unable to take care of him or herself and no other family member, adult resource or health care facility can provide the required emergency care. For the purpose of this use of care day credits, "*immediate family*" is defined as grandparent, grandchild, parent, step-parent, sibling, spousal partner, in-laws and any children whom the employee is parenting.
- (d) Care day credits may be used, no more than two (2) consecutive days at one time, to provide emergency child care for a child whom the employee is parenting to make child care arrangements.
- (e) Accumulated care day credits may be used, no more than two (2) consecutive days at one time, to make elder care arrangements for a parent or grandparent.
- (f) The general principle shall be that no additional care days will accrue to any employee by reason only of working a compressed work week schedule.

For example:

A day off for a care day for employees on a four-day compressed work week schedule is eight and three-quarter (8¾) hours which is one and one-quarter (1¼) care days which will be debited as one and one-quarter (1¼) care days for each care day taken.

ARTICLE 20 - SALARY POLICY

20.1 Salary Policy

Employees shall be paid in accordance with Appendix A of this Collective Agreement

20.2 Pay Days

Pay periods for all employees shall be biweekly.

20.3 Position Descriptions

Citizens Bank of Canada will provide current copies of National Contact Centre bargaining unit job descriptions to the Union.

20.4 New Positions

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

20.5 Position Review

When the duties of an existing position have changed substantially to warrant a new classification, Citizens Bank of Canada shall notify the Union of the new classification and interim pay range. The Union, at its discretion, may negotiate the pay.

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

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

20.6 Promotion Increases

When an employee temporarily substitutes or is promoted to a position in a higher classification, he/she shall receive the greater of either the minimum of the new pay range or the closest step to five percent (5%) above his/her current salary.

20.7 Shift Differential

- (a) A shift that commences between the hours of 8:00 p.m. and 1:00 a.m. shall be considered a "*night shift*" and an employee working this shift shall be entitled to a shift differential in the amount of \$1.00 per hour for each hour worked.

(b) For shifts other than those defined in 20.7(a), a shift differential of one dollar (\$1.00) per hour shall be paid for each hour worked between the hours of 9:00 p.m. and 6:00 a.m.

20.8 Employee Assigned to Higher Position Classification

An employee assigned to a position in a higher position classification based on the employee's seniority shall be paid at a higher rate, as determined by Article 20.1 from the first full day of such assignment, except when the assignment is for training purposes. Where employees temporarily assume additional responsibilities without an actual change in classification, the Union and Citizens Bank of Canada shall meet to decide if the added responsibilities are sufficient to change the position classification and if so, shall set a new salary level. When an employee is temporarily assigned to a higher classification, they shall continue to accrue service for the purpose of step increments in their regular classification. Where applicable, Article 20.6 shall apply to the temporary rate of pay.

20.9 Part-Time Employee Changing to Full-Time

A part-time employee who becomes a full-time employee in the same classification shall receive the salary at the wage step consistent with Appendix A.

20.10 Salary Policy on Recalls

Employees recalled to their former position or to a position having the same salary classification shall receive the current rate for the step wage scale which they held at the time of layoff.

20.11 Salary Policy on Voluntary Demotion

Where an employee initiates an assignment to a position classification with a lower salary range the employee will receive the wage scale step closest to their current salary without exceeding the maximum of the new range.

20.12 Salary Protection

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

(b) In the event an employee temporarily assumes a position having a lower salary range than their regular position, the provision of Article 20.11(a) shall apply. Service in the temporary role shall accumulate towards step progression in the temporary salary range, which will be applied to the regular salary range upon return to the regular position.

20.13 Incentive Plan

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

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

20.14 Salary Protection

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

(b) In the event an employee temporarily assumes a position having a lower salary range than their regular position, the provision of Article 20.12(a) shall apply. Service in the temporary role shall accumulate towards step progression in the temporary salary range, which will be applied to the regular salary range upon return to the regular position.

20.15 Incentive Plan

Citizens Bank of Canada has the right to initiate, amend, or cancel an incentive plan at the National Contact Centre. A Union representative will be invited to participate in the processes along with employees of Citizens Bank of Canada during the design, implementation, or amendment of an incentive plan.

ARTICLE 21 - GENERAL PROVISIONS

21.1 Professional Development

(a) When an employee registers in a course related to his/her job or career at Citizens Bank of Canada, to be taken on his/her own time, as approved in advance by the Employer, the Employer will reimburse one hundred percent (100%) of the cost of this course to the employee. Reimbursement will be made following approval and proof of registration. The employee must submit proof of successful completion within three (3) months of course completion. If the employee does not successfully complete the course, course fees will be recovered from the employee at the end of the course semester.

(b) When the Employer requests an employee to attend a job-related course or courses, the Employer will pay one hundred percent (100%) of the cost upon registration. Scheduling of such courses is to be done within the regular work week where practical. When scheduled in addition to a normal full-time work week, the employee will be compensated in accordance with Article 15 – Overtime.

(c) Employees shall make all reasonable efforts to arrange attendance at courses as per (a) above that do not require adjustment to set schedules.

Where this is not practicable, employees, with reasonable notice in advance, may request leave of absence without pay. Approval of requests for such leave shall not be unreasonably denied.

21.2 Mileage Allowance

Employees who are required to use their own vehicles on Citizens Bank business shall receive mileage at a rate established for all staff by Citizens Bank policy.

21.3 Meal Allowance

Employees on travel status away from their headquarters overnight shall be entitled to meals reimbursement to a maximum of fifty dollars (\$50.00) per day upon submission of receipts.

21.4 Employee Discounts/Premiums

(a) Employees will be eligible for discounts and premiums in accordance with the provisions of the Citizens Bank of Canada Benefits Policy.

(b) Details of employee discounts and premiums are available on-line to all employees.

(c) Proposed changes to the discounts and premiums will be presented to the Joint Consultation Committee prior to implementation.

21.5 Resignation

Employees will give Citizens Bank of Canada as much written 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 be at least two (2) weeks.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.1 Notice of Technological Change

(a) If Citizens Bank of Canada introduces or intends to introduce a measure, policy, practice or change that affects the security of employment of a significant number of employees to whom this Agreement applies:

(1) the Company shall give notice to the Union at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and;

(2) after notice has been given, Citizens Bank of Canada and the Union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:

- (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;
- (ii) human resource planning and employee counselling and retraining;
- (iii) notice of termination;
- (iv) severance pay;
- (v) entitlement to any other benefits;
- (vi) a bipartite process for overseeing the implementation of the adjustment plan.

(b) If, after meeting in accordance with subsection (a), the Parties have agreed to an adjustment plan, it is enforceable as if it were part of the Collective Agreement between Citizens Bank of Canada and the Union.

22.2 Retraining

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

ARTICLE 23 - CASUAL EMPLOYEES

23.1 Definition

Casual employees are defined in Article 1.2(9).

23.2 Casual Employee Benefits

Seniority shall not accrue for a casual employee except where such an employee becomes a regular full-time or regular part-time employee and completes the applicable probationary period. Upon successful completion of the probationary period, all hours worked as a casual employee shall be credited in accordance with Article 11.1 (d).

23.3 Exclusions

Casual employees shall not be included in, or covered by the provisions of Articles 11, 13, 14.1(b), 14.2, 14.3, 14.5, 14.6 16.1, 16.2, 16.3, 17, 18.1, 18.4, 18.5, 19, 20.6, 20.8, 20.9, 20.10, 20.12, 21.1, 21.4, and 22.

Casual employees shall not receive step progressions except where such an employee becomes a regular full-time or regular part-time employee. Step placement on the scale, in that event, will reflect all hours worked as a casual employee.

23.4 Statutory Entitlements

Casual employees are entitled to statutory holiday entitlement and any applicable leave in accordance with the Canada Labour Code.

23.5 Casual Employee Benefits

- (a) Casual employees shall be paid six percent (6%) of vacation pay, paid each pay day.
- (b) Casual employees are eligible to receive staff account privileges for the duration of their employment.

23.6 Maintaining On-Call Status

To maintain on-call status, an employee must:

- (a) advise Citizens Bank of Canada quarterly (January 15th, April 15th, July 15th, and October 15th) of the days of the week and hours they are available to work for the next three (3) months;
- (b) must not have refused three (3) consecutive requests to report to work within their stated availability without a valid reason; and
- (c) have worked not fewer than twelve (12) shifts within one (1) year.

These requirements may be waived by Citizens Bank of Canada after advising the Union.

23.7 Leave of Absence

On-call employees shall be entitled to three (3) weeks' leave of absence without pay per calendar year.

ARTICLE 24 - OCCUPATIONAL HEALTH AND SAFETY

24.1 Occupational Health and Safety

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

Where an employee acts in compliance with Section 3.24 of the B.C. Workers' Compensation Board Industrial Health and Safety Regulations, he/she shall not be subject to disciplinary action.

ARTICLE 25 - NO DISCRIMINATION/NO HARASSMENT

25.1 Respectful Work Environment

The Parties recognize that Citizens Bank employees are entitled to work in a respectful environment free from all forms of discrimination and harassment. Work environment includes office-related functions, work assignments outside the office and any technology-based communication such as telephone or email.

25.2 Definitions of Discrimination/Harassment

- (a) Grounds for discrimination include race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, illness, gender, sexual orientation, age, or because a person has been convicted of a criminal or summary conviction offense that is unrelated to employment.
- (b) Harassment is any conduct – verbal, physical or by innuendo – that is likely to cause offense or humiliation to any person within the context of (a) above.
- (c) Inappropriate behaviour, generally, may be one incident or a series of incidents, of any direct or indirect conduct, comment, suggestion, gesture or communication, which:
 - (1) is likely to cause offense, humiliation or intimidation to any employees;
 - (2) is unwanted or unwelcome, whether intentional or unknowing;
 - (3) includes but is not limited to subordinate/power relationships;
 - (4) might, on reasonable grounds, be perceived, explicitly or implicitly, as placing a term or condition on employment, training or promotional opportunities;
 - (5) interferes with an individual's job performance;
 - (6) has the effect of creating a poisoned or hostile working environment.
 - (7) This list is not exhaustive.
- (d) Discrimination/harassment by an employee is a serious offense, and is subject to disciplinary action, which may lead to termination of employment.

25.3 Procedures

In the case of a complaint of discrimination or harassment, the following shall apply:

- (a) Before proceeding to a formal complaint, an employee who believes he or she has a complaint of harassment or discrimination may approach the parties involved. If more than one incident occurs, the employee should keep a written record of dates, times, the nature of the behaviour, and witnesses, if any.
- (b) If the behaviour continues or the employee is uncomfortable directly approaching the parties involved, the employee may approach a Union steward and local manager to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
- (c) If the matter remains unresolved, an employee (complainant) may submit a complaint in writing within six (6) months of the latest alleged occurrence to Human Relations. Upon receipt of the written complaint, the Employer shall notify in writing the designated Union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

- (d) Citizens Bank will investigate the complaint using either a senior manager, human resources consultant or an outside consultant as the investigator, depending on the circumstances surrounding the complaint. The results of the investigation will be submitted to the Director of Human Relations within 15 days of receipt of the complaint. The Director of Human Relations shall, within 10 days of receipt of the report, determine what action, if any, should be taken. The Union Staff Representative, the complainant and the respondent shall be notified of the resolution.
- (e) While steps will be taken to preserve the confidentiality of the complaint to the maximum degree possible, the alleged harasser (respondent) will be made fully aware of the details of the complaints and will be given an opportunity to respond. In addition, the investigator will likely interview any other person who may have pertinent information and/or who may be a witness.
- (f) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (g) In the case of alleged harassment by a member of Citizens Bank or a member of the general public, the employee claiming to be harassed has the right to discontinue contact with the alleged offender without incurring any penalty, pending determination of the facts of the case. The Employer shall not require the employee to conduct business with an alleged offender.
- (h) Where either the complainant or the respondent is not satisfied with the resolution, they shall have the right to file a grievance at Step 3 of the grievance procedure.
- (i) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action, up to and including discipline.
- (j) This Article does not preclude an employee from filing a complaint under Section 13 of the B.C. Human Rights Code. A complaint of discrimination or harassment shall not form the basis of a grievance.

ARTICLE 26 - TERMS OF AGREEMENT

26.1 Duration

The Agreement shall be binding and remain in effect to midnight December 31, 2008.

26.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party not later than midnight October 1, 2008.
- (b) Where no notice is given by either Party prior to October 1, 2008, both Parties shall be deemed to have been given notice under this Article on October 1, 2008, and there upon Article 26.3 of this Agreement applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union or his/her designate and similar notices on behalf of Citizens Bank of Canada shall be given by an authorized officer or agent of Citizens Bank of Canada.

26.3 Commencement of Bargaining

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

26.4 Changes in Collective Agreement

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

26.5 Collective Agreement to Continue in Force

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

26.6 Effective Date of Collective Agreement

The provisions of this Collective Agreement, except as otherwise specified, shall come into force and effect on the date the entire Collective Agreement is ratified by the Union.

**SIGNED ON BEHALF OF
THE UNION:**

George Heyman, President

James Young, Bargaining Unit Chair

Gail Dunning, Bargaining Committee

Hilary Porter, Bargaining Committee

Leah Squance, Staff Representative

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Terry Wong, Acting President & CEO
Citizens Bank of Canada

Jacqui Noftall, Human Resources Business
Consultant

Paula McFarlane, Manager, Sales Support &
Reporting, NCC

Frances King, Manager, HR Business
Consulting & Recruitment

Dated this _____ day of _____, 200_____

APPENDIX A – SALARY**PROGRESSION TO NEXT SALARY STEP**

- Wage disparity adjustment applied to NCC2 classification over the term of the Collective Agreement to be paid as follows:

Year 1	-	2% retroactive to July 1, 2005
Year 2	-	2% effective July 1, 2006
Year 3	-	2% effective July 1, 2007
- Add classification group C(i) – NCC1(a) Agent (Signature Lending)
- (Prior to introduction, the Parties will agree to a new salary rate not less than 2% above the existing NCC1 salary rate.)
- The Parties agree to refer the classification of NCC4 to the Joint Consultation Committee pursuant to Article 20.5 – Position Review, to be completed within 6 months of ratification.
- 2% wage increase applied to the adjusted July 2004 rates for all classifications, retroactive to July 1, 2005.
- Effective January 1, 2006, percentage increases applied to the wage schedule equal to the percentage increases applied to the Vancity wage schedule, effective same date as Vancity increases thereafter for the balance of the Collective Agreement.
- For full-time and part-time regular employees, service for progression to the next salary step shall include all regular hours paid. For part-time employees, 152 hours is equivalent to one month.

Group	Classification	Increments	Step	July 1, 2005
A	ADM 1			
	Admin 1	First 4 mos.	1	14.05
		After 4 mos. at Step 1	2	15.05
		After 6 mos. at Step 2	3	15.58
		After 6 mos. at Step 3	4	16.12
		After 12 mos. at Step 4	5	16.70
		After 12 mos. at Step 5	6	17.29
B	ADM 2			
	Account Administrator	First 4 mos.	1	15.24
	Reporting Administrator	After 4 mos. at Step 1	2	16.22
		After 6 mos. at Step 2	3	16.79
		After 6 mos. at Step 3	4	17.38
		After 12 mos. at Step 4	5	17.98
		After 12 mos. at Step 5	6	18.62
C	NCC 1			
	NCC Agent (inbound, outbound, email)	First 4 mos.	1	15.53
	Admin 3	After 4 mos. at Step 1	2	16.64
	Lending Support Administrator	After 6 mos. at Step 2	3	17.37
		After 6 mos. at Step 3	4	18.13
		After 12 mos. at Step 4	5	18.95
		After 12 mos. at Step 5	6	19.71
D	NCC 2			
	NCC Agent (Lending, Mutual Funds)	First 4 mos.	1	17.07
		After 4 mos. at Step 1	2	18.62
		After 6 mos. at Step 2	3	19.36
		After 6 mos. at Step 3	4	20.12
		After 12 mos. at Step 4	5	20.86
		After 12 mos. at Step 5	6	21.60
E	NCC 3			
	NCC Agent - Lending & Mutual Funds	First 4 mos.	1	18.27
	Senior Reporting Administrator	After 4 mos. at Step 1	2	20.02
	Senior Account Administrator	After 6 mos. at Step 2	3	20.88
	Service Assurance Analyst	After 6 mos. at Step 3	4	21.74
	Scheduling Analyst	After 12 mos. at Step 4	5	22.57
		After 12 mos. at Step 5	6	23.43
F	NCC 4			
	NCC Quality Analyst	First 4 mos.	1	19.82
	Senior Agent (Performance, Outbound Calling, Sales, Renewal)	After 4 mos. at Step 1	2	21.57
		After 6 mos. at Step 2	3	22.51
		After 6 mos. at Step 3	4	23.43
		After 12 mos. at Step 4	5	24.34
		After 12 mos. at Step 5	6	25.28

APPENDIX B
AUTHORIZATION FOR UNION DEDUCTIONS

I, _____ hereby authorize B.C. Government and Service Employees'
(please print)

Union to request Citizens Bank of Canada to deduct from the wages due to me, initiation fees, union dues and assessments and to transmit these monies to the B.C. Government and Service Employee's Union.

I understand that the amounts and/or percentage of gross pay to be so deducted shall be confirmed to me and Citizens Bank of Canada by the Union, to be in effect in accordance with the Union's Bylaws.

Date

Witness - Shop Steward

Employee's Signature

*Note: One (1) copy to be forwarded to Citizens Bank of Canada - Human Relations Department
One (1) copy to be retained by the National Contact Centre Steward*

APPENDIX C
LETTER OF UNDERSTANDING

Arbitrators pursuant to Articles 9.2 and 9.8:

Jim Dorsey
Marguerite Jackson
Vince Ready

**SIGNED ON BEHALF OF
THE UNION:**

George Heyman, President

James Young, Bargaining Unit Chair

Gail Dunning, Bargaining Committee

Hilary Porter, Bargaining Committee

Leah Squance, Staff Representative

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Terry Wong, Acting President & CEO
Citizens Bank of Canada

Jacqui Noftall, Human Resources Business
Consultant

Paula McFarlane, Manager, Sales Support &
Reporting, NCC

Frances King, Manager, HR Business
Consulting & Recruitment

Dated this _____ day of _____, 200_____

APPENDIX D

LETTER OF UNDERSTANDING RE: CITIZENS BANK POLICIES

The Parties agree that:

- (a) Citizens Bank policies apply to bargaining unit employees except where the policy conflicts with a provision of the Collective Agreement;
- (b) Where these policies conflict with the Collective Agreement, the Collective Agreement shall normally apply, except as set out in (c) below or as agreed to by the Parties;
- (c) Where the Employer amends a policy, and the result is an improvement to provisions outlined in the Collective Agreement, the Parties shall exchange a letter to confirm that the Collective Agreement is so amended; and
- (d) The Employer shall supply the Union with a complete copy of Citizens Bank Human Resources policies, and shall advise the Union of any changes to their policies, and provide copies of those changes to the Union in a timely manner.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Terry Wong, Acting President & CEO
Citizens Bank of Canada

James Young, Bargaining Unit Chair

Jacqui Noftall, Human Resources Business
Consultant

Gail Dunning, Bargaining Committee

Paula McFarlane, Manager, Sales Support &
Reporting, NCC

Hilary Porter, Bargaining Committee

Frances King, Manager, HR Business
Consulting & Recruitment

Leah Squance, Staff Representative

Dated this _____ day of _____, 200_____

LETTER OF INTENT
RE: CROSS-TRAINING

The Parties agree that cross-training is of benefit to the Employer and employees as a way to prepare staff for advancement within the organization.

The Parties therefore agree to refer a review of cross-training to the Joint Consultation Committee to be completed within 6 months of the date of ratification.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Terry Wong, Acting President & CEO
Citizens Bank of Canada

James Young, Bargaining Unit Chair

Jacqui Noftall, Human Resources Business
Consultant

Gail Dunning, Bargaining Committee

Paula McFarlane, Manager, Sales Support &
Reporting, NCC

Hilary Porter, Bargaining Committee

Frances King, Manager, HR Business
Consulting & Recruitment

Leah Squance, Staff Representative

Dated this _____ day of _____, 200_____