

COLLECTIVE AGREEMENT

between the

TERRACE AND DISTRICT CREDIT UNION

and the

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

Effective to December 31, 2006

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ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain a harmonious relationship between the Employer, its employees and the Union, and to clearly define the hours of work, rates of pay and conditions of employment, and to provide an amicable method of settling grievances which may arise from time to time; and to promote mutual interest of the Employer and its employees.
- (b) The Parties hereto recognize that they are jointly engaged in providing a valuable service to the Credit Union membership and that there is an obligation on each Party for the continuous and efficient performance of such service, within the terms and conditions of this Agreement and for its duration.

1.2 Discrimination and Harassment

- (a) The Employer and the Union recognizes the right of employees to work in an environment free from harassment. The Parties agree to foster and promote such an environment;
- (b) The Parties agree that substantial cases of harassment may be cause for discipline;
- (c) Harassment is defined as deliberate actions that ought to be reasonably known as unwelcome by the recipient, and which serves no legitimate work related purpose. Harassment can be directed toward an individual by the employees or the Employer on any of the prohibited grounds of discrimination under the British Columbia Human Rights Code including age, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, political beliefs or conviction of a summary offence unrelated to employment;
- (d) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours and includes incidents related to the public, public contact, provided the acts are committed within the course of the employment relationship.

1.3 Sexual Harassment

Sexual harassment is one form of discrimination defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job related consequences for the victim of harassment.

- (a) Examples of sexual harassment include, but are not limited to:
 - a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
 - sexual advances with actual or implied work related consequences;
 - unwelcome remarks, question, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
 - verbal abuse, intimidation, or threats of a sexual nature;
 - leering, staring or making sexual gestures;
 - display of pornographic or other sexual materials;
 - offensive pictures, graffiti, cartoons or sayings;
 - unwanted physical contact such as touching, patting, pinching, hugging;
 - expressions of hatred or contempt by one person of another; and
 - physical assault of a sexual nature.

This definition of harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

To constitute harassment or discrimination, the behaviour need not always be repeated or persistent; in some circumstances, a single substantive incident will suffice.

Time limits shall be waived for filing a grievance under this Article to a maximum of six (6) months.

Sexual harassment will be subject to the procedures outlined in Article 1.4.

1.4 Procedures

- (a) An employee who wishes to pursue a concern arising from an alleged harassment may register within three (3) months a complaint with the Employer or through the Union to the Employer designate;
- (b) All persons involved in the complaint under these provisions shall hold in the strictest of confidence all information of which they become aware; however, it is recognized that various representatives of the Employer and the Union will be made aware of all or part of the complaint on a need to know basis. Except as required by the Collective Agreement or law, the Parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal. This does not include counselling as may be required to remedy a complaint;
- (c) Where the Union is informed of an issue of harassment, the Union will notify the Employer;
- (d) Complaints brought to the attention of the Employer by an employee or by the Union shall be investigated by the Employer within thirty (30) days. The Employer shall notify the Union upon conclusion of the investigation whether or not the allegations were substantiated, and indicate what action, if any, they intend to take;
- (e) Both the complainant and the respondent shall be entitled to Union representation if they are members of the Bargaining Unit;
- (f) Disputes arising from actions under this Article may be submitted to Arbitration under Article 8.3.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

- (a) This Agreement shall apply solely to employees in the Bargaining Unit for which the Union is certified as described in the certification issued May 5, 2005.
- (b) During the life of this Agreement where a dispute arises as to whether or not an individual is an employee within the Bargaining Unit, it shall first be discussed by the Parties. In the event of failure to reach a satisfactory settlement the Union may pursue the matter through the relevant sections of the Labour Relations Code.

2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees for whom the certification, issued on May 5, 2005 applies.

2.3 Correspondence

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

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

Attention: General Manager
Terrace and District Credit Union
4650 Lazelle Avenue
Terrace, BC
V8G 1S6

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

(1) B.C. Government and Service Employees' Union
#102 - 4710 Lazelle Avenue
Terrace, B.C.
V8G 1T2

- (2) A copy will be forwarded to the appropriate Branch Steward.

2.4 Work of the Bargaining Unit

The Employer agrees that work shall not be assigned to excluded staff that directly results in the layoff of Bargaining Unit members or directly results in the lack of recall of members of the Bargaining Unit.

2.5 No Other Agreement

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

2.6 No Discrimination for Union Activity

The Employer 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 activity in the Union.

2.7 Recognition and Rights of Stewards

- (a) Union Stewards selected by the Union, shall be recognized by the Employer as follows:
- one (1) Branch Steward;
 - one (1) Alternate Branch Steward.
- (b) Each Party to this Collective Agreement shall keep the other Party informed of its representatives.
- (c) Stewards may, within reason, investigate and process grievances during regular working hours without loss of pay. Stewards will obtain permission from the Employer's designated representative before undertaking discussions or leaving their immediate work area. Such permission will not be unreasonably withheld. Only one (1) Steward will act at any one time. On resuming his/her normal duties, the Steward shall notify his/her supervisor. It will not be the intention of the Union to conduct Stewards' meetings during normal working hours.

2.8 Bulletin Boards

Bulletin Boards will be supplied at each business location out of view of the public. The Union will be allowed to post notices approved by the Steward on these bulletin boards provided they are not of a derogatory nature.

2.9 Union Insignia and Union Shop Card

A Union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one (1) Union shop card for each of the Employer's places of operation covered by this Agreement to be displayed on the premises.

2.10 Strikes/Lockouts

The Employer shall not cause or direct any lockout of employees during the life of this Agreement; and neither the Union nor any representative thereof, nor any employee, shall in any way authorize, encourage, or participate in any strike (i.e., walkout, suspension of work, or slowdown or other actions as defined in the Labour Relations Code) on the part of any employee or group of employees during the life of this Agreement.

2.11 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute. Any employee failing to report for duty shall be considered absent without pay. Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of the Agreement nor shall it be grounds for disciplinary action. The Union shall notify the Employer as soon as possible of the existence of such legal picket lines. Employees acknowledge their responsibility to secure cash and other negotiables as per the Risk Management Policy.

2.12 Time Off for Union Business

- (a) As operational requirements permit, leave of absence without pay and without loss of seniority shall be granted:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
 - (3) for employees who are representatives of the Union on a Bargaining Committee to attend meetings of the bargaining committee;
 - (4) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board.
- (b) A leave of absence without loss pay shall be granted to one (1) employee, who is elected to the Union Bargaining Committee while they are at formal meetings to carry on contract negotiations with the Employer. Overtime premiums shall not be payable in relation to such leaves of absence. In order to expedite the process as much as possible, the Union and the Employer agree to exchange both monetary and non-monetary proposals at least two (2) weeks prior to the meetings scheduled to discuss those proposals.
- (c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with current pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. The Union shall provide the Employer with reasonable notice (at least two (2) weeks except in emergencies) prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absences shall not be unreasonably withheld. No overtime bonuses will be paid.

ARTICLE 3 - CHECK-OFF OF UNION DUES

3.1 Union Dues

(a) All current members and new employees shall, as a condition of employment, maintain membership in good standing in the Union.

(b) All employees, both present and future, must authorize the Employer, in writing, to deduct Union dues and assessments from their wages monthly and to transmit the monies so collected to the Union together with a list of employees from whom such deductions have been made, and the amount so deducted from each employee. All amounts so deducted shall be certified by the Union to be in effect in accordance with the Union's Bylaws.

(c) Deductions shall be made biweekly, as applicable, and remitted to the Union no later than the fifteenth (15th) day of the subsequent month and the Employer shall also provide a list of names of those employees from who salaries that deductions have been made with the amounts deducted from each employee. Specific field of information required are:

- Employee Name
- Employee Number (if applicable)
- Sex (gender)
- Classification (grade/step)
- Type (regular, part-time, casual, etc.)
- Work Location
- Gross Pay
- Dues
- Status (active, inactive, terminated)

This information will be provided electronically if possible.

(d) The Employer shall provide to each employee, without charge, an accounting of deductions made under this Article, suitable for use as a receipt for income tax purposes.

3.2 Employer and Union to Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her Steward. The employee's immediate supervisor will introduce him/her to his/her Steward who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union Steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay for thirty (30) minutes sometime during the first five (5) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's obligations to the Employer and the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 Management Rights

(a) The Union recognizes and agrees that it is the exclusive function of the Employer to manage its affairs, to manage its operations in all respects, to conduct its business efficiently to fulfil its commitments and responsibilities, to maintain and to enhance public reputation and confidence and to direct its employees to achieve the Employer's objectives.

(b) Management retains all management rights that were hitherto exercised and shall be exercised in future, with the exception of those management rights that are limited by this Collective Agreement.

4.2 Statutory Powers

Nothing herein contained shall limit the statutory powers and duties of the Directors of the Employer under the Financial Institutions Act, Credit Union Incorporations Act and the Company Act.

4.3 Direction of Staff

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

ARTICLE 5 - DEFINITION OF EMPLOYEES

5.1 Probationary Period

All regular employees shall be considered probationary for the first one hundred & twenty (120) working days of employment. This period may be extended by mutual agreement between the Employer and the Union.

5.2 Full-Time Employees

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

5.3 Part-Time Employees

A "*part-time*" employee shall be defined as an employee who is normally scheduled to work one (1) or more day(s) or part day(s) per month, to provide for a peak period(s) of business, and/or to provide relief for an absent full-time employee(s). Part-time employees shall also be entitled to work up to full-time hours. Hours of work shall be offered on the basis of seniority.

5.4 Casual Employees

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

ARTICLE 6 - LABOUR/MANAGEMENT RELATIONS COMMITTEE

6.1 Establishment of Committee

(a) The Parties agree to the establishment of a standing committee, called the Labour/Management Relations Committee, the purpose of which is to encourage communication at regular intervals, solve problems, or potential problems before they become a grievance, and to discuss any subjects of mutual interest arising out of this Collective Agreement.

(b) The committee shall consist of two (2) representatives from the Bargaining Unit appointed by the Union and two (2) representatives appointed by the Employer. Each Party to this Agreement shall keep the other Party informed of its representatives.

6.2 Meetings of Committee

The Labour/Management Relations Committee shall meet as required, but not less than once per month. Each Party shall present an agenda of items to be discussed to the other Party not less than five (5) days prior to each meeting. Such meetings will normally be scheduled during regular working hours and those persons designated by the Union shall not suffer loss of pay in the performance of his/her duties under this Article. Copies of the agenda and minutes from the meeting shall be posted on the designated bulletin board in each branch and a copy forwarded to the BCGEU. Time spent by this committee beyond the regular working hours shall not be reimbursed by the Employer. (Note: Letter of Understanding re the Labour/Management Relations Committee).

6.3 Chairperson of Committee

Chairpersons for Labour/Management Relations Committee meeting will be designated on a rotating basis; that is, a Union committee person will chair the first meeting and an Employer committee person will chair the second meeting and so on.

6.4 Jurisdiction of Committee

Both Parties have the right to refer any matter or proposal discussed at the Labour/Management Relations Committee meeting to their respective principals for further direction, advice or ratification.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
 - (1) difference between the Parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration, or;
 - (2) the dismissal, discipline, or suspension of an employee bound by this Agreement.
- (b) Disciplinary action grievable by the Employee shall include written censures and letters of reprimand. An employee shall be given a copy of any such document placed on the employees file which might be the basis of disciplinary action. Should the employee dispute such entry on his/her file, he/she shall be entitled to recourse through the Grievance Procedure and the eventual resolution thereof shall become part of his/her personal record. The Employer agrees not to introduce as evidence in any hearing, any document from the file of the employee that he/she was not aware of at the time of filing. At the request of the employee, any such document(s) shall be removed from the employees personnel file after the expiration of eighteen (18) months from the date it was issued, provided there has been no further infraction of a similar nature.
- (c) The procedure for resolving a grievance shall be the grievance procedure in this Article.

7.2 Step 1

The employee involved shall first take up the grievance with the supervisor directly in charge of the work within ten (10) working days of when the grievance was known or ought to have been known. The employee may be accompanied by an office steward.

7.3 Step 2

If the grievance is not resolved at Step 1, the matter shall be reduced to writing by the grievor and/or the Union and submitted to the management persons designated by the Employer within ten (10) working

days following the decision rendered at Step 1. The grievor, along with the office steward, shall meet with the designated management persons to attempt to settle the matter.

7.4 Step 3

If the grievance is not resolved at Step 2, it shall be referred to the representatives of the Union and senior representatives of the Employer within ten (10) working days of the decision rendered at Step 2. Failing settlement within ten (10) working days of receipt of the grievance at this step, either Party may refer the matter to arbitration as provided in Article 8.

7.5 Union and Employer Grievance

In the event a grievance is initiated by the Employer or the Union, the initiating Party shall notify the other Party, in writing, of the nature of the grievance and such notice shall be given within thirty (30) days of when the grievance was known or ought to have been known, unless the Parties agree to an extension of time. Failing settlement within ten (10) working days of receipt of notice, either Party may refer the grievance to arbitration as set forth in Article 8.

7.6 Dismissal or Suspension Grievances

In the case of a grievance arising from an employee's dismissal or suspension, the grievance may commence at Step 3 of the grievance procedure within fourteen (14) days of the date on which the suspension occurred, or within fourteen (14) days of the employee receiving notice of dismissal or notice of suspension. The Parties agree that all dismissal grievances that are to proceed to arbitration will be dealt with expeditiously.

7.7 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been filed in writing at Step 2, the Employer's representatives will not enter into discussion or negotiation with the aggrieved employee without the consent of the Union. In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this Article, the grievance shall be considered to have been abandoned.

7.8 Abandonment

Except as provided in Section 7.10 following, a grievance not initiated or advanced to the next step in this Article or Article 8, within the time limits specified, shall be considered abandoned and all further recourse to the grievance procedure forfeited. Where the Union withdraws from a grievance solely on the basis of time limits, such abandonment shall be without prejudice.

7.9 Technical Objections to Grievances

Except as provided in Article 7.8, it is the intent that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end, an Arbitrator shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to the equitable principles and the justice of the case.

7.10 Extension of Time Limits

The time limits set forth in this Article or Article 8 may be extended by mutual agreement between the Union and the Employer.

ARTICLE 8 - ARBITRATION

8.1 Notification

- (a) When any difference arises between the Parties as to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable or not, the matter may be referred by either Party to arbitration within a period of twenty-one (21) days of the decision being rendered under Article 7.4.
- (b) The Parties to this Agreement hereby agree to use the services of a single Arbitrator as a means of settling grievances and disputes.

8.2

The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Section 7.4 of Article 7. The notice shall set out the questions in the opinion of the Party seeking arbitration to be arbitrated.

8.3

The Parties to the dispute will thereupon meet within ten (10) working days to decide upon an Arbitrator. Failing agreement upon a person willing to act, either Party may apply to the Minister of Labour for the Province of British Columbia to appoint an Arbitrator

8.4

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

8.5

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

8.6

- (a) Prior to proceeding to arbitration in accordance with Clause 8.1, the Parties may elect to have the dispute resolved in accordance with Part 8 of the Labour Relations Code.
- (b) In the event that the Parties mutually agree to proceed under Part 8 of the Labour Relations Code, relevant provisions in the Code shall apply.

ARTICLE 9 - DISCIPLINE, DISCHARGE AND SUSPENSION

9.1 Notice

- (a) It is hereby agreed that the Employer has the right to discharge or suspend an employee for just and reasonable cause. Notice of suspension and/or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal. A copy of the written notice of dismissal or suspension shall be forwarded to the local Union office within five (5) calendar days of the action being taken.
- (b) (1) The discharge of a probationary employee shall be based on suitability of employment with the Employer.

- (2) A written assessment shall be given every sixty (60) calendar days of employment during an employee's probationary period.

9.2 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures and letters of reprimand. An employee shall be given a copy of any such documents placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware. Material such as minor incidents of written censure or letters of reprimand will not be used against employees when they are free from further incidents for a period longer than eighteen (18) months.

9.3 Right to Have a Steward Present

- (a) An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel which shall be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (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 shall be the basis of disciplinary action against the Steward, providing that this does not result in an undue delay of the appropriate action being taken.

9.4 Personnel File

An employee or the President of the Union or his/her designate with the written authority of the employee, shall be entitled to review the employee's personnel file in the presence of a supervisor.

ARTICLE 10 - SENIORITY

10.1 Seniority Defined

Employees shall be credited with service seniority on the following basis:

- (a) seniority for full-time employees shall mean length of continuous service with the Employer.
- (b) seniority for part-time employees shall be calculated on the basis of one (1) days seniority for each day worked commencing on their first day of employment with the Employer.
- (c) seniority shall not accrue for a casual employee except where such an employee becomes a full-time or regular part-time employee without a break in service. In such cases seniority shall be dated from the beginning of the consecutive service.

10.2 Maintenance of Seniority

- (a) An employee on any authorized leave under the Collective Agreement will maintain his/her seniority date.
- (b) An employee laid off and placed on the recall list under Article 12, will retain his/her seniority during the period of layoff.

(c) An employee accepting an assignment within the Credit Union in a position outside the Bargaining Unit shall retain his/her seniority date for the period of probation in the excluded position. An employee so assigned may return to a position in the Bargaining Unit commensurate with their seniority and qualification providing that it is done in the probationary period.

10.3 Loss of Seniority

Seniority and all rights under this Agreement will be lost when an employee:

- (a) received severance pay in accordance with this Agreement;
- (b) voluntarily terminates his/her employment;
- (c) is discharged for just and reasonable cause;
- (d) is on layoff in excess of their contractual right as established in Article 12.3;
- (e) is assigned into an excluded position with the Employer and successfully completes the probationary period;
- (f) fails to return from an approved leave of absence without reasonable cause;
- (g) refuses a recall to a position for which he/she is qualified.

10.4 Status Change

When an employee's status changes, he/she shall retain his/her seniority.

10.5 Additional and Relief Work

- (a) Part-time employees will, in seniority order, have the right of first refusal for additional part-time work for which they are qualified providing it does not disrupt their regular schedule.
- (b) If additional hours of casual work are required as a result of short term peak periods or leaves of absence then such hours shall be offered on a rotational basis to qualified relief employees.
- (c) If all part-time employees refuse the additional work offered, the work will be assigned to regular part-time employees based on the reverse order of seniority.

10.6 Seniority Lists

A current seniority list shall be posted by the Employer by December 31st of each calendar year with a copy forwarded to the Union's Area Office.

10.7 Determination of Senior Employee

Where two (2) or more employees have the same seniority date, their relative seniority shall be determined by chance.

10.8 Seniority Upon Transferring into the Bargaining Unit

Any person employed by the Employer who is promoted or transferred as per Article 11 to a position covered by the Agreement shall be credited for seniority purposes with his/her full seniority entitlement as established under Article 10.1.

10.9 Bridging of Service (Care and Nurturing Leave)

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

- (a) The employee must have been a full-time or part-time employee with at least four (4) years of service seniority for full-time or with four (4) years of accumulated service for part-time at the time of termination;
- (b) The resignation must indicate the reason for termination;
- (c) The break in service shall be for no longer than two (2) years and during that time the employee must not have been engaged in remunerative employment for more than six (6) months excepting with employment with this Employer as an auxiliary;
- (d) The previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

Former employees who meet the conditions outlined above will have the ability to apply for internal postings when applying for re-employment.

ARTICLE 11 - JOB POSTINGS

11.1 Job Postings

- (a) Notice of all job vacancies within the Bargaining Unit, in excess of thirty (30) days, shall be posted on a bulletin board on the Employer's premises for at least five (5) working days. The notice shall indicate job, title, salary and a brief outline of the duties involved. The Branch Manager shall make an effort, within three (3) working days from the date of posting to contact any employee who may be absent for any reason. Absent employees will then be given an opportunity to bid by telephone and fax or email.
- (b) A copy of all job postings within the Bargaining Unit shall be sent or transmitted by fax or email to the local BCGEU office.

11.2 Job Applications

- (a) All applications for the posted positions must be filed in writing with the Employer, by the end of the closing day after posting.
- (b) Employees who are absent for a period not exceeding sixty (60) calendar days by reason of authorized leaves of absence or vacation may file an application prior to such absence and their application will be considered as if it had been filed during the time referred to above. If the absent employee is successful in his/her job bid, the vacancy may be filled on a temporary basis until his/her return. Applications submitted under this provision shall only apply for sixty (60) calendar days or until the employee returns, whichever is lesser.

11.3 Appointments

- (a) The Parties recognize that job promotion should increase in proportion to the employee's length of service. In selecting persons for job vacancies the relative qualifications and ability of those applying will be considered; where two (2) or more employees have similar qualifications and abilities, the employee with the greatest seniority shall be selected.
- (b) Where the senior applicant is not selected he/she shall, upon request, be given written reasons for such decision.
- (c) Upon request the Employer shall provide the Steward with notification of all job posting awards.
- (d) Where a grievance arises in relation to a job posting award, it shall proceed pursuant to the provisions of Article 7.

11.4 Filling of Vacancies

It shall be the intent of the Employer to fill Bargaining Unit job vacancies from within the Bargaining Unit providing employees who apply for posted positions have the required qualifications. Preference in selection shall be from regular full-time then regular part-time employees.

11.5 Trial Period

All employees who are promoted to fill a posted position shall be placed on a trial period for sixty (60) days actually worked. Where it can be demonstrated that he/she has failed to meet the requirements of the new position such an employee shall be returned to his/her former position or one of equal rank. Salary shall be at the job group rate prior to promotion.

11.6 Reimbursement for Courses

See Addendum.

11.7 Employee Training

Both Parties recognize the need to provide employees with opportunities to improve their qualifications in order to prepare for promotional advancement, upgrade their skills required as a result of technological change, new methods or procedures, and to qualify for new positions being planned. To meet these needs the Employer shall endeavour to:

- (a) establish an upgrading and/or training program when new equipment or systems are introduced.
- (b) ensure there is at least one (1) Bargaining Unit member cross-trained and qualified to perform all Bargaining Unit positions in excess of the incumbent(s).
- (c) *Trainee* - for new hires lacking relevant experience an initial period of up to six (6) weeks, if required, with allowance for previous experience, of job training will be provided during probation prior to the individual being considered certified in a classification.

11.8 Selection for Training

Training opportunities for other positions will be offered on a rotational basis in order of ability and seniority. Where two (2) incumbents have relatively equal abilities seniority shall apply.

11.9 Notice of Resignation

Employees will give the Employer as much notice of resignation as possible and will, where possible, arrange for an effective date to coincide with the end of a pay period. The notice will be at least two weeks. This notice of resignation shall be waived in emergent circumstances.

11.10 Orientation

The Employer shall provide a reasonable orientation period for new hires or incumbent employees who are promoted (who have not already received orientation) in a new position. The purpose of the orientation period will be to familiarize employees with the duties associated with their new position. While in orientation employees will not normally be required to perform functions that are outside of the job duties for their position.

ARTICLE 12 - LAYOFF AND RECALL

12.1 Reduction and Restructuring

- (a) Should the Employer decide to reduce the number of office staff, the employee with the least amount of seniority in the position shall be the first laid off from that position.
- (b) In the event of reduction resulting from any labour adjustment or downsizing initiative, the Employer together with the Union will canvass the Bargaining Unit by means of a notification process to see the degree to which necessary reduction and labour adjustment generally can be accomplished on a voluntary basis. In the case of voluntary options, where more employees are interested in an available option than are needed for the necessary reductions, the options will be offered to qualified employees on the basis of seniority. Unless otherwise agreed to, this process is to be within sixty (60) days of notification.
- (c) Failing voluntary resolution, positions to be reduced will be identified by the Employer in accordance with the Collective Agreement; then,
- (d) the Employer shall issue displacement/layoff notices; then,
- (e) the employee shall exercise bumping rights to comparable job with the Employer within the branch; then,
- (f) if there is no comparable job with the Employer the employee may exercise bumping rights into a less than comparable job within the branch.

12.2 Notice of Layoff

The Employer shall give full-time and part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:

- (a) an employee who has not completed the probation period - one (1) week notice;
- (b) an employee who has completed the probationary period - two (2) weeks notice;
- (c) three (3) or more years seniority - one additional week per year to a maximum of eight (8) weeks.

12.3 Recall List

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

12.4 Recall

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

12.5 Notice of Recall

- (a) Notice of recall to an employee on the recall list shall be sent by registered mail to the employee's last known address. An employee on the recall list may be bypassed when the employee fails to respond to the notice within three (3) calendar days of receiving it. A copy of the recall notice shall be given to the branch Steward.
- (b) An employee bypassed under the foregoing conditions in Article 12.5(a) shall be kept on the recall list for his/her remaining recall period.

12.6 Bumping

It is agreed that in instances where a job is eliminated, either by automation or change in method of service delivery/operation, employees affected shall have the right to transfer to a job in line with seniority provided such transfer does not effect a promotion, and provided, further, the employee possesses the ability to perform the duties of the new job with an acceptable period of orientation/retraining. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

The Union will recommend to their membership that they facilitate and expedite the job selection, placement and bumping process in the context of downsizing and labour adjustment generally.

Written notification of the intention to bump shall be submitted to the Employer within seven (7) calendar days from the receipt of notice of layoff.

Part-time employees will not be allowed to exercise their seniority to displace a full-time employee.

ARTICLE 13 - HOURS OF WORK

See Addendum.

ARTICLE 14 - OVERTIME

See Addendum.

ARTICLE 15 - PAID HOLIDAYS

15.1 Paid Holidays

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

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

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

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

(c) In the event that a statutory holiday falls on a day that the branch is normally closed, that statutory holiday be taken on either the work day prior or the work day following. This will be determined by the Employer in the calendar year prior to the statutory holiday occurring.

15.2 Holidays Falling on a Day of Rest or Vacation

Should one of the statutory holidays fall on an employee's normal day(s) off or during an employee's vacation, the employee shall receive an additional day(s) off, with pay, to be taken at a time mutually

agreed between the employee and the Employer but not longer than ninety (90) calendar days following the date the holiday occurred. Scheduling shall be in accordance with Article 16.6.

15.3 Qualifying

To qualify for the compensation under Article 15.1 an employee must:

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

Regular part-time employees shall have statutory holidays prorated in accordance with their hours relative to a full work week.

ARTICLE 16 - ANNUAL VACATIONS

See Addendum.

ARTICLE 17 - ILLNESS AND INJURY LEAVE

17.1 Salary Continuation

- (a) A full-time employee is entitled to accumulate one (1) day sick leave per month worked to a maximum of twelve (12) days. Not to be carried forward.
- (b) In cases where illness or injury prevents attendance at work an employee may use accumulated sick leave for the waiting period for Weekly Indemnity Insurance to be triggered. Proof of illness or injury shall be provided upon request.
- (c) Any employee with less than ten (10) days accumulated sick days, remaining during a year, can draw up to an additional ten (10) days to cover the waiting period related to a disability claim.

17.2 Family Illness/Medical Leave

- (a) In the case of a sudden illness of a child, a spouse, or elder where the employee is the only person in the home capable of dealing with the emergency, sick leave shall be used by the employee to care for the child, spouse, or elder. Proof of such illness shall be provided upon request.

17.3 Other Religious Observances

Employees who are members of non-Christian religions are entitled to up to two (2) days leave of absence without pay per calendar year to observe recognized spiritual or holy days. Employees shall give at least sixty (60) days written notice. Such leave shall not be unreasonably withheld.

ARTICLE 18 - LEAVES OF ABSENCE

18.1 Bereavement/Compassionate Leave

- (a) In the event of serious illness or death in the immediate family of a full-time employee, the Employer upon request shall grant leave of absence with pay for up to five (5) working days. Additional leave without pay may be granted upon request.
- (b) In the event of serious illness or death in the immediate family of a part-time employee, the Employer upon request shall grant leave of absence with pay for the greater of fifteen (15) hours or hours scheduled to a maximum of the full-time entitlement set out in 18.1(a) above.

- (c) Immediate family is defined as the employee's spouse, common-law spouse, parents, parents-in-law, brother, sister, children, grandchildren, grandparents or other relative or close friends.

18.2 Medical and Dental Care Leave

An employee's supervisor may grant up to two (2) hours off with pay for medical, or dental appointments as long as reasonable notice is provided and departmental requirements permit the leave. Wherever possible, appointments should be made outside of working hours at the least disruptive times. Medical appointments in excess of two (2) hours shall be granted as sick leave. Such leaves shall not be unreasonably denied.

18.3 Jury Duty

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as juror or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs. An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (b) Total hours on jury duty and the actual hours worked on the job in the office in one (1) day shall not exceed normal working hours for purposes of establishing the basic workday. If the Employer initiates time in excess of the basic workday overtime shall be paid. If the overtime results from the initiative of the court no overtime shall be paid.

18.4 General Leave

- (a) Where the requirements of the Employer's operation will permit, the Employer may grant a leave of absence without pay for legitimate personal reasons on advance written request from the employee. Such advance written request shall be waived in the case of emergencies. Permission for such leaves will be at the Employer's discretion.
- (b) The definition of "*advance written notice*" is that the employee shall submit the reasons for such request to the Employer a minimum of ten (10) working days prior to the commencement of the requested leave.

18.5 Abandonment of Position

An employee shall be deemed to have terminated his/her employment:

- (a) Where he/she fails to return from an authorized leave of absence without providing reasonable cause within two (2) business days.
- (b) Where a casual employee declines to work three (3) times within a three (3) month period (based on a quarterly calendar). The Employer must make the call out by 10:00 a.m. The Employer will endeavour to provide fourteen (14) days notice of planned relief required for training purposes.

18.6 Elections

Employees shall be entitled to time off in accordance with the Elections Act.

ARTICLE 19 - MATERNITY, ADOPTION AND PARENTAL LEAVE

19.1 Maternity, Adoption and Parental

Leave of absence without pay under this article shall be in accordance with legislation.

19.2 Request for Leave

A leave of absence under this Article shall be made in writing on at least four (4) weeks notice. Maternity leave requests shall be accompanied by a Doctor's certificate confirming the pregnancy and estimating the probable due date.

19.3 Return from Leave

An employee returning from leave under this Article must return to work for a minimum of sixty (60) days in order to acquire vacation entitlements accumulated during the leave.

ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY

20.1 Video Display Terminals

In the event that an employee who operates a VDT becomes pregnant the following provisions shall apply until mutually amended by the Labour-Management Relations Committee:

- (a) In instances where a pregnant employee indicates a concern about working on video display equipment, the employer will attempt to reassign that employee to work which does not involve exposure to video display terminals.
- (b) Where it is not practical to reassign the concerned employee, the employee may elect to take an unpaid leave of absence. Such leave shall not jeopardize the employee's continued employment, however, during such leave seniority will be maintained but fringe benefits will not be payable by the Employer. However, nothing in this Article will be construed as denying a pregnant employee all the rights and privileges provided in Article 19 of this Agreement, Maternity Leave. The employee shall request such leave in writing and such leave will be uninterrupted.

20.2 Safety and Health Hazards

- (a) The Parties agree that once every month, as per WCB Regulations, there will be a safety meeting and an inspection conducted with each respective Branch Manager, or his/her designated representative and the respective Steward present. Minutes will kept of the meeting. Employee concerns may be referred to the Steward for inclusion at the meeting. Upon request the minutes of the Branch inspection meetings shall be forwarded to the Labour-Management Relations Committee for review.
- (b) Employees who encounter safety and/or health problems related to the work environment shall report these to their supervisor. The supervisor, if unable to deal with the problem personally, shall refer the matter to the Branch Manager. Matters of other than routine importance shall be referred to the Labour/Management Relations Committee.

20.3 Injury Pay

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

20.4 Robbery or Hold-up Leave

- (a) In the event of a robbery or hold-up, the Employer shall provide, at no cost to the employee, access to professional counselling to employees suffering from critical incident stress.

(b) *Time Off*

(1) The Employer agrees that requests from employees for time off due to post traumatic stress resulting directly from involvement in robbery or hold-up will be considered by the Employer for the balance of the day on which the incident occurred without loss of pay.

(2) Such a request shall not be unreasonably withheld. The Employer and the Union agree sufficient staff must always be available to operate the branch and time off request refused due to staffing restraints, will not be considered unreasonable.

(3) Additional time off without loss of pay, if required, shall be deemed sick leave under Article 17.1.

20.5 Strain Injury Prevention

(a) The Parties agree that there is a shared interest in minimizing and/or eliminating musculo-skeletal strain injuries or illnesses which are work related;

(b) A Joint Occupational Health and Safety Committee (or Union and Employer designated Safety Representatives) shall in the performance of regular worksite inspections, identify the following risk factors which may contribute to the risk;

- (1) The work methods and practices;
- (2) The layout and condition of the workplace and work station;
- (3) The characteristics of objects or equipment handled;
- (4) The physical demands of work;

(c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or work stations, the Employer shall seek the appropriate advice with respect to the risk factors noted in (b). Such advice will be sought from resources which will, where appropriate, include a Joint Occupational Health and Safety Committee or designated Safety Representatives.

ARTICLE 21 - JOINT CONSULTATION, ADJUSTMENT PLANS AND SEVERANCE PAY

21.1 Notice

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

21.2 Retraining

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

21.3 Recall or Termination

In cases where the retraining of an employee is not practical, or were other positions with the Employer are not available, the employee shall elect for termination of employment or shall elect to be placed on the recall list in accordance with Article 12, Section 12.3.

21.4 Severance

Severance pay as provided for in Section 21.5 shall be due and payable to a displaced employee immediately upon termination in addition to two (2) weeks notice or pay, in lieu of such notice.

21.5 Severance Pay

(a) Severance pay shall be paid to employees with one (1) year or more service who are terminated because of changes in administrative procedures, automation, consolidation, or suspension of business. The amount of severance pay shall be one (1) week at the employee's current regular salary for each year of service to a maximum of ten (10) weeks.

(b) An employee who chooses to be laid off and placed on the recall list may elect to terminate during the recall period and be paid his/her severance pay entitlement upon termination or expiration or call.

21.6 Red Circling

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

ARTICLE 22 - HEALTH AND WELFARE

See Addendum.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.1 Rates of Pay

See Addendum.

23.2 Rate of Pay on Promotion

Upon promotion, an employee will receive the rate for the position as established in Appendix A of this Agreement that moves and employee to the step in the range that is higher than the previous salary.

However if an employee has worked three-quarters ($\frac{3}{4}$) of the time in the current salary step they will be moved to the next step in that range prior to the promotional grid placement being determined and in accordance with Article 23.3.

23.3 Progression to Next Salary Step

Full-time and part-time employees shall progress to each succeeding salary step for their job group, in accordance with the service required, as set out in Appendix A of this Collective Agreement and in accordance with the following:

(a) Full-time employees shall progress in twelve (12) month steps; part-time employees progress on the basis of days worked (i.e., 120 days equals six (6) months);

(b) an employee placed on a step in their salary range at a point higher than they would qualify for length of service (on being hired, or promoted in accordance with Section 23.2 of this Article), shall move to the next step in their salary range upon completion of twelve (12) months of service following such placement, subject to paragraph (c) of this Section.

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

- (1) the employee has been counselled regarding inadequate performance following the employee's last job service salary increase; or
- (2) notice of intent to withhold the next service salary increase is given to the employee and the Union one (1) month prior to the date such increase is due.

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

23.4 Paydays

Salaries shall be paid every second Friday directly into the employee's staff account.

23.5 Substitution Pay

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

23.6 Salary Rate Upon Recall or Demotion

- (a) Employees recalled to their former position or to a position in the same job group shall receive the current rate for job group as set out in Appendix A of this Agreement.
- (b) Employees recalled who accept a position in a lower job group than their former position shall be paid at the salary rate for that group as set out in Appendix A of this Agreement.
- (c) An employee who transfers to a position in a lower job group for reasons ascribable to the employee shall be paid in accordance with Article 23.6(b) above.

23.7 Mileage, Meal and Accommodation Allowance

- (a) Where an employee agrees to be assigned to work (or attend a course) outside his/her seniority block, he/she will, at the Employer's option, either travel on the Employer's time or be paid for hours travelled at the applicable overtime rates.
- (b) Such an employee will be eligible for a vehicle allowance in accordance with Credit Union Policy [currently forty cents (40¢) per kilometre].
- (c) Meal allowances paid to such employees shall be in accordance with Credit Union Policy [currently a maximum of fifty dollars (\$50) per day].

Allowances for breakfast and dinner will not be paid where employees are able to commute to and from home at hours consistent with such meals.

23.8 ATM Pager Allowance

An Employee required to carry a pager for ATM Call Outs will be paid a premium of one hundred dollars (\$100) per month.

ARTICLE 24 - CLASSIFICATION AND RECLASSIFICATION

24.1 Job Descriptions

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

The effective date for the new rate shall be the date the job was submitted for review.

24.2 Classification and Salary Assignment

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

ARTICLE 25 - GENERAL CONDITIONS

See Addendum.

ARTICLE 26 - TERM OF AGREEMENT

26.1 Duration

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

26.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after August 31, 2006 but in any event, not later than midnight October 1, 2006.
- (b) Where no notice is given by either Party prior to October 1, 2006, both Parties shall be deemed to have given notice under his Article on October 1, 2006 and thereupon Article 26.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Chief Executive Officer.

26.3 Commencement of Bargaining

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

26.4 Change in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement. Such agreed changes shall be incorporated into this Agreement as an addendum.

26.5 Agreement to Continue in Force

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

26.6 Effective Date of Agreement

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

26.7 Joint Orientation

The Union and the Employer agree to a joint orientation of the Collective Agreement with all employees prior to March 31, 2006. The orientation will be done at a mutually agreed time and location. The Employer agrees to provide the leave of absence and the Union agrees to cover additional expenses.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman
President

Dan Condon
Chair of the Board

Pat Morris
Bargaining Committee

Ken Earl
General Manager

Nicole Tessier
Bargaining Committee

Jim Steele
Director

Wes Law
Staff Representative

Dated this _____ day of _____, 2006

LETTER OF UNDERSTANDING NO. 1

Re: Labour/Management Relations Committee

- (a) The purpose of the Labour/Management Relations committee shall be to meet together to discuss matters related to the administration of the Collective Agreement and to attempt to resolve any problems that may be foreseen.
- (b) All agreements of the Committee shall be set out in writing; no such agreement shall be signed until it has been approved by a majority vote of the Union members and by the Employer.
- (c) Without restricting the generality of Article 6, the Labour/Management Relations committee may discuss matters such as:
 - (1) Occupational health and safety;
 - (2) Planned changes in the operations of the Employer;
 - (3) The creation of new job classifications;
 - (4) Opening of a new branch or office;
 - (5) Closing of a branch or office;
 - (6) On-the-job training program;
 - (7) Compassionate transfer requests;
 - (8) Job descriptions.

LETTER OF UNDERSTANDING # 2

Re: Supervision Pay

The two (2) Parties agree that when and if a Bargaining Unit employee is required to act in a supervisory capacity in the absence of management, a rate will be negotiated between the Parties.

MEMORANDUM OF UNDERSTANDING NO. 1

Re: Job Sharing

The Employer and the Union agree to the concept of Job Sharing between two employees and together will endeavour to accommodate such a request. Should two employees wish to job share, they will submit this request in writing to the Employer and the Union.

ADDENDUM

The following Articles will be administered in accordance with current Terrace & District Credit Union Policy until expiry of the Collective Agreement on December 31, 2006.

11.6 Reimbursement for Courses

- (a) The employee is advanced fifty percent (50%) upon submitting a transcript of the course.
- (b) The employee is reimbursed the remaining fifty percent (50%) upon submitting a transcript showing that the course was passed.
- (c) An employee failing the course is not required to pay back the fifty percent (50%) advance of course costs to the Credit Union. However, the employee is not reimbursed for the balance of course costs.
- (d) If the employee resigns within one (1) year following completion of the course, the financial assistance received for that course is repayable to the Credit Union and is deducted from the employee's final pay.

Maximum Annual Reimbursement

The total cost of financial assistance is not to exceed \$1,500.00 per calendar year for regular full-time employees and \$750.00 per calendar year for regular part-time employees. Any assistance in excess of these amounts must be approved by the Board of Directors.

Taxable Benefit

Funds received in support of education are a taxable benefit. Employees are advised to keep duplicate receipts in support of tax deductions on their individual tax returns.

Time Off for Educational Leave

Terrace & District Credit Union provides leave with pay for courses or seminars taken at Terrace & District Credit Union's request and may provide a leave for employees wishing to take job-related courses. All time off for this purpose is subject to the approval of the General Manager. Employees may use vacation time or take leave without pay to participate in courses of their own choosing.

Employee Eligibility

Terrace & District Credit Union encourages employees to seek further education and training. An employee who wished to undertake acceptable job-related courses may apply for financial assistance at any time after successfully completing the probationary period.

Eligible Courses

Eligible courses have the following features:

- They generally part of credit program,
- They result in a final mark or grading,
- They are taken at or through an accredited institution; and
- They directly relate to the employee's job responsibilities.

All courses are subject to the approval of the General Manager.

Application Process

Employees must apply in writing for financial assistance before beginning the course. The employee must forward a transcript to the General Manager upon completion of the course.

Participation in seminars which are 100% funded by the Credit Union require the same approvals as credit courses.

ARTICLE 13 - HOURS OF WORK

13.1 Work Week

The workweek for a full-time employee consists of thirty-six (36) hours. Part-time employees as per Letter of Intent.

13.2 Daily Hours (*Updated – October 2000*)

General office hours are:

9:00 a.m. to 5:30 p.m. Tuesday to Thursday
 9:30 a.m. to 7:30 p.m. Friday
 8:00 a.m. to 1:30 p.m. Saturday

Other hours may be specified according to the needs of the department/office (see Table #1 below for the specific hours of work). Management will post the hours of work for employees where employees have access to read them.

Table 1 – Suggested Hours Of Work (*Updated - October 2000*)

Day	Start	Finish	Hours
Tuesday	9:00 AM	5:30 PM	7.5
Wednesday	9:00 AM	5:30 PM	7.5
Thursday	9:00 AM	5:30 PM	7.5
Friday	9:30 AM	7:30 PM	8.0
Saturday	8:00 AM	1:30 PM	5.5
Total Hours:			36.0

13.3 Lunch Hours and Coffee Breaks

Employees are entitled to a one (1) hour lunch break and two (2) rest periods daily with the exception of Saturday, which has only one (1) morning rest period. (See Table #2 below.)

Table 2 – Scheduled Breaks (*Updated – October 2000*)

Day	Morning	Afternoon
Tuesday	15 Minutes	20 Minutes
Wednesday	15 Minutes	20 Minutes
Thursday	15 Minutes	20 Minutes
Friday	15 Minutes	20 Minutes
Saturday	As per letter of intent 2	

13.4 Time Sheets

Time sheets are prepared in each department and sent to the Payroll Clerk semi-monthly. The time sheets are initialed and signed by the respective employees and approved by the supervisor.

ARTICLE 14 - OVERTIME

14.1 Overtime for Support Staff

Overtime is not usually required at Terrace & District Credit Union and must be approved by management before it is worked.

14.2 Full-time Employees - overtime is paid as follows:

- (a) Time worked in excess of eight (8) hours in one day (see Table #3) will be paid for at one and one-half times (1½x) the employee's regular rate and at double (2x) the regular rate for any time worked in excess of eleven (11) hours a day.
- (b) Time worked in excess of forty (40) hours per week will be paid for at one and one-half times (1½x) the employee's regular rate and at double (2x) the regular rate for any time worked in excess of forty-eight (48) hours per week.

Note: When calculating weekly overtime, only the first eight (8) hours worked each day are counted, no matter how long the employee works on any day of the week.

Time off in lieu of overtime pay may be granted by the General Manager and will be calculated in the same manner as above.

14.3 Part-time Employees

- (a) Time worked in excess of eight (8) hours a day will be paid for at one and one-half (1 ½) times the employee's regular hourly rate and at double (2) the regular rate for any time worked in excess of eleven (11) hours a day
- (b) Time worked in excess of forty (40) hours per week will be paid for at one and one-half (1 ½) times the employee's regular hourly rate. However, when calculating weekly overtime, only the first eight (8) hours worked each day are counted, no matter how long the employee works on any day of the week.
- (c) For those who are eligible to be paid for a general holiday, (see Chapter 9), time worked on a general holiday (or on a day in lieu of such a holiday) will be paid for at two times (2x) the employee's regular hourly rate plus one (1) day regular pay for the holiday.

14.4 Minimum Payment

A non-management employee, who is called in to work and commences work, is entitled to a minimum of four (4) hours pay at the regular hourly rate. An employee, who is called in to work and finds there is no work available, is entitled to a minimum of two (2) hours pay at the regular hourly rate.

14.5 Approval for Overtime

Management must approve overtime before it is worked.

14.6 Meals during Overtime

A one-half (½) hour meal period paid at regular hourly rates is provided after an employee has worked for two (2) hours beyond the regular shift, provided the employee is required to continue working after the meal period.

14.7 Claims for Overtime

All claims for overtime payment are made by completion of a time sheet. The supervisor and the employee must sign and forward the form to the payroll clerk semi-monthly.

(a) *Staff Meetings*

When staff meetings start before or extend beyond employees' usual hours of work, additional pay will be provided at the employees' regular hourly rate. Employees not scheduled for that day are not required, but may elect to attend.

(b) *Voting Time*

Employees are provided four (4) clear hours during which polls are open to cast their votes in provincial and federal elections. Where the employee's work schedule is such that the employee has four (4) clear hours outside of working hours then no time off will be granted.

ARTICLE 16 – ANNUAL VACATION

16.1 Vacation Entitlement

Employee vacation entitlements for permanent full-time employees are listed in Clause 16.9 at the end of this chapter.

(a) The vacation year is from the first (1st) working day in January to December 31st. For the year in which the employee begins work, the entitlement is calculated from the employment date to the year-end.

(b) If the employee began work between the 1st and the 15th day of a month, the employee is considered to have worked the whole month.

(c) If the employee began after the 15th of the month, the employee is not considered to have worked the whole month.

(d) Vacations must normally be taken in the year of entitlement.

16.2 Vacation Pay for Part-Time or Temporary Employees

(a) Employees with more than five (5) days and less than two (2) years employment are entitled to vacation pay calculated at four percent (4%) of gross earnings.

(b) Employees with less than seven (7) years employment are entitled to vacation pay calculated at six percent (6%) of gross earnings.

(c) Employees with less than ten (10) years employment are entitled to vacation pay calculated at eight percent (8%) of gross earnings.

(d) Employees with ten (10) years or more employment are entitled to vacation pay calculated at ten (10%) of gross earnings.

(e) Vacation pay is accrued and paid out during scheduled vacation at employee's request.

16.3 Scheduling of Vacations

Vacation schedules will be submitted to the Office Manager by March 1st. Managers and supervisors should be aware of the following:

- (a) Employees should be listed in order of seniority (i.e. longest service to shortest). Part-time employee's seniority is calculated as full time equivalent based on actual hours worked. One (1) years seniority is equivalent to 1,800 hours worked.
- (b) If an employee does not book vacations by March 1st, seniority will be lost.
- (c) Seniority applies only to the first two (2) weeks booked (e.g. an employee with four (4) weeks vacation wishes to book two (2) separate two (2) week vacations; seniority applies only to the first two (2) week period).
- (d) Management will approve all vacations and advise employees of any vacation changes required by no later than the 5th working day of April.

16.4 Vacation Pay at Termination of Employment

If an employee terminates employment before an anniversary date, vacation pay will be calculated from January 1st of the year of termination to the date of termination.

The amount will be based on the current vacation entitlement and on the specified rate as shown below:

- Less than 3 weeks.....4% of earnings
- 3 weeks entitlement 6% of earnings
- 4 weeks entitlement 8% of earnings
- 5 weeks entitlement 10% of earnings
- 6 weeks entitlement 12% of earnings
- 7 weeks entitlement 13.5% of earnings

If payment for vacation time already taken exceeds the amount payable for the termination year, the difference will be deducted from the final paycheque.

16.5 Taking Vacations during Probationary Period

Employees are not entitled to take vacation during their probationary period. However, the employee receives vacation credits during the probationary period as follows:

- (a) Support staff one (1) day for each complete month worked.
- (b) If the employee has not completed the probationary period before the vacation year ends, the employee will be allowed to carry over the vacation credits and add it to the next year's entitlement.
- (c) If the employee terminates employment during the probationary period, vacation credits are paid (see Section 8.7) to the employee in the final pay cheque.

16.6 Splitting of Vacation Entitlement

Vacation entitlement may be split, provided a minimum of five (5) days is taken at any one time. Special arrangements for less must be approved by the General Manager.

16.7 Carrying Forward Vacation Entitlement

Vacation entitlement may be carried forward with Management approval within the first six (6) months of the following year but is limited to one (1) week for those entitled to less than five (5) weeks annual vacation and two (2) weeks for employees entitled to more than five (5) weeks.

16.8 Pay in Advance for Vacations

An advance of pay for vacation time maybe arranged with the Payroll Clerk provided the request is made in writing at least two (2) weeks ahead of the start date of the employee's vacation.

All written requests for an advance of vacation pay must be approved by the employee's supervisor/manager.

16.9 Required Vacations

Terrace & District Credit Union encourages employees to take vacation days during the year of entitlement and not carry them over until the following year. Employees need a break from the daily routine to ensure the maximum productivity and high employee morale.

Employees are encouraged to take at least two consecutive weeks of vacation during the year. This is for security reasons so that the replacement employee can verify certain procedural and security functions of the position.

The Credit Union will not pay employees in lieu of earned days not taken.

1 st year of employment	10 days, or 1 day per month up to 10
2 nd year - up to and including 6 th year	15 days
7 th year - up to and including 9 th year	20 days
10 th year - up to and including 14 th year	25 days
15 th year	25 days, plus 5 days one time only bonus
16 th year	26 days
17 th year	27 days
18 th year	28 days
19 th year	29 days
20 th year	30 days, plus 5 days one time only bonus
21 st year	31 days
22 nd year	32 days
23 rd year	33 days
24 th year	34 days
25 th year	35 days, plus 5 days one time only bonus

Notes to above Table

This vacation bonus applies to service years at the Credit Union only. The employee has the option of not taking this time off and instead taking a payout.

Upon promotion from support staff to management, the additional week of vacation entitlement will be pro-rated from the effective date of promotion to December 31st.

ARTICLE 22 – HEALTH AND WELFARE

22.1 Eligibility

Employees are eligible to participate in the benefits plan as follows:

- (a) *Regular Full-Time Employees*- the first (1st) day of the month following a full three (3) months employment
- (b) *Permanent Part-Time and Casual Part Time Employees* - (if working an average of at least twenty (20) hours per week) - the first (1st) day of the month following the probationary period.
- (c) The Payroll Clerk is responsible for ensuring that all employees are properly enrolled when eligible.

22.2 General Description

Employees and their eligible dependents are covered by the B.C. Credit Union Employee Benefits Trust, which provides a program of benefits for employees of Credit Unions in British Columbia. For a more detailed description, refer to the pamphlets enclosed in "*Your Credit Union Benefits Program*" which is given out at the time of employment. The following benefits are available to Terrace & District Credit Union's employees:

- *Medical Services Plan of British Columbia (MSP)* - MSP covers basic medical care costs.
- *Extended Health* - with eye glass option
- *Dental*
- *Weekly Indemnity (WI)*
- *Long Term Disability (LTD)*
- *Employee and Family Assistance Program*
- *Group Term Life Insurance*
- *Accidental Death and Dismemberment Insurance*

In addition to the above benefits, employees are covered under the following legally required benefits:

- *Canada Pension Plan*
- *Old Age Security Plan*
- *Employment Insurance*
- *Workers' Compensation.*

Further details are provided in the benefits brochures available from the Payroll Clerk or in the Operations Manual.

22.3 Cost of Benefits Plans to Employees

With the following exceptions, premium costs are paid by Terrace & District Credit Union for full-time staff and fifty percent (50%) of premiums for part-time staff.

Optional life insurance premiums (employee and/or spouse) are the responsibility of the employee.

Long-term and short-term disability premiums are the responsibility of the employee.

22.4 Changes in Employee Status

Employees must advise the Payroll Clerk of any change affecting benefits coverage or file information such as a change in:

- marital status
- dependents
- name
- address
- beneficiary

Any change in benefits coverage will take effect on the first (1st) of the month following the date the Payroll Clerk receives notice of the change.

22.5 Coverage During Leave of Absence

Employees granted an extended leave of absence without pay must contact the Payroll Clerk to make payment arrangements for payment of benefits premiums.

22.6 Termination of Coverage

- (a) Weekly indemnity, long term disability and accidental death and dismemberment coverage ceases on the employee's last working day.
- (b) Medical, extended health and dental coverage terminates the end of the month of termination of employment.
- (c) Life insurance continues for one month from the date of termination to give employees the opportunity to convert coverage to a personal policy paid at their own expense.

22.7 Claiming Expenses and Benefits

Claim expenses and benefits by submitting the appropriate claim form, which can be obtained from the Payroll Clerk.

22.8 Pension Plan

(a) *Eligibility*

Full-time employees are eligible to become members of the Pension Plan as follows:

- (1) Regular full-time employees are eligible to become members of the B.C. Central Defined Benefit Pension Plan after a one year of continuous full-time employment.
- (2) Employees hired before January 1, 1990 were given the opportunity to continue on a Money Purchase basis or move to the Defined Benefit basis. Employees hired on and after January 1, 1990 can become members of the Pension Plan on the Defined Benefit basis only after the one (1) year waiting period.

(b) *Contributions*

The Credit Union contributes a percentage of the employee's earnings under the Money Purchase Plan depending on the employee's age, and the Plan Actuary recommends under the Defined Benefit Plan.

Those employees participating in the Defined Benefit Plan must contribute to the Plan by payroll deduction at the following age-graded rates.

The required contribution is determined by the employee's age at the beginning of each month

Age of Earnings	Percentage
Less than 25 years	1%
25 - 29 years.....	2%
30 - 34 years	3%
35 to 39 years	4%
40 - 44 years	5%
45 - 49 years	6%
50 - 54 years	7%
55 or more years	8%

The maximum earnings on which contributions are made (currently \$98,400) are determined by Revenue Canada.

Further details are provided in the Pension Plan brochure available from the Payroll Clerk.

(c) *Voluntary Contributions*

Voluntary contributions may be made to either the Money Purchase or Defined Benefit Plans by payroll deduction, subject to contribution limits determined by Revenue Canada. It is the employee's responsibility to ensure their annual limits are not exceeded.

(d) *Statement of Contributions*

Annually, each employee participating in the Pension Plan is provided with a statement, prepared by BC Central's Pension and Benefits Administration Department, detailing the contributions made to and the value of his or her Pension Plan. Further details are available from the Payroll Clerk.

22.9 Portability of Participation in Benefits Program/Pension Plan

The Benefits Plan Program and Pension Plan are designed to provide coverage for employees transferring employment from one participating employer to another (i.e., if an employee worked at another Credit Union which was also a participant in the Benefits and Pensions Plans).

Contact CUC BC for a list of participating employers.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES

23.1 Rates of Pay

(a) Regular employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix A of this Agreement. The steps in the salary range are the minimum amounts to be paid an employee in accordance with Section 23.3 of this Article and shall not be construed to mean an employee may not be advanced to the next step in the salary range before having the required service.

(b) Casual employees shall be paid in accordance with the start rate of the salary schedule for their positions as specified in Appendix A of this Agreement, plus six percent (6%) vacation pay.

(c) *Rate of Pay*

Salary increases to be negotiated and all negotiated wage increases to be reflected in Appendix A of this Agreement.

ARTICLE 25 – GENERAL CONDITIONS

25.1 Staff Accounts

Employees are authorized to operate two (2) personal accounts to be designated as "*staff accounts*" after a full three (3) months of employment. When an employee leaves the Credit Union, all accounts will be re-coded as regular members. Service charges and other employee account benefits are subject to change at the Credit Union's discretion. (If the account is joint, the employee must be the member.)

Staff accounts have the service charge benefits described in the following sections.

(a) *Chequing Accounts*

A staff account will have:

- (1) no service charges on all clearing items
- (2) free personalized cheques

- (3) tiered interest rates paid monthly
- (4) free ATM transactions at Credit Union machines
- (5) free POS/EFT transactions
- (6) regular charges on all other transactions, such as returned items (incoming and outgoing) and interest on overdrafts or exceeded lines of credit
- (7) no special interest rate on lines of credit attached to staff accounts.

(b) *Foreign Exchange Transactions*

Staff will receive the following foreign exchange benefits:

- (1) service charges waived on all travellers cheques purchases
- (2) purchases of U.S. or other currency or travellers cheques at the lowest exchange rate
- (3) redemption of U.S. or other currency or travellers cheques at the usual exchange rate.

Note: These transactions are for vacation travel purposes only, not for investments of any type.

25.2 Safety Deposit Boxes

Each employee may have one (1) safety deposit box at the rate of one-half ($\frac{1}{2}$) the regular annual rent per year.

This benefit is subject to the availability of boxes. Employees maybe requested to surrender their boxes or pay the full amount of annual rent if member needs cannot be served.

25.3 Other Services

All service charges are waived on money orders, travellers cheques and utility payments.

Note: Unless specified above, all other service charges are applicable.

25.4 Eligibility

Any employee applying for a personal loan will:

- (a) Be a member in good standing, in accordance with the Credit Union Act,
- (b) Be a permanent full-time or regular part-time employee of Terrace & District Credit Union,
- (c) Have completed one (1) full year of employment unless approved otherwise by the General Manager; and
- (d) Complete the application form required by Terrace & District Credit Union's Loans Department.

25.5 Approval Process

In general, all loans will be approved by the normal credit process.

All loan applications must:

- (a) Satisfy current employee and investment and lending policies,
- (b) Be signed by the employee,
- (c) Be approved by the General Manager; and
- (d) Loans must be qualified for at market rates even when special staff rates are applied.

25.6 Termination of Employment

All loans become immediately due and fully payable on termination of employment or retirement. On termination of employment, the interest rate on the employee's loan will be re-set to the current rate in effect for members on loans of this particular type.

25.7 Terms and Conditions

(a) *Maximum Loan Amount*

An employee may have only one (1) personal loan at the staff loan rate at any time.

The maximum amount for a personal loan is fifteen thousand dollars (\$15,000.00) and can be by way of a line of credit with management approval.

(b) *Amortization*

Maximum of five (5) years.

(c) *Term*

Maximum of five (5) years.

(d) *Interest Rate*

The interest rate paid will be prime minus two percent (2%). Can be fixed for a term or floating.

(e) *Repayment Terms*

Employees are responsible for covering all required payments.

(f) *Security*

(1) Security requirements for personal loans will be the same as those applied to regular personal loans to Terrace & District Credit Union members. These loans may be made on a partially or fully unsecured basis if, in the opinion of the General Manager, the employee would normally qualify for such unsecured personal loans

(2) Security is taken by a registered chattel mortgage or in any other form the General Manager approves. The cost of all legal documentation is deducted from the loan proceeds and any cost of renewing chattel mortgages is paid by the employee.

(3) Assignment of appropriate insurance covering the secured assets may be required.

(4) The loan-to-value ratios, which apply to member loans, apply equally to employee loans.

(5) Employees are subject to the same lending criteria as other members.

25.8 Basis of Loan Approval

All loan applications are subject to the same evaluation system as are other member loans.

25.9 Computer Loans

To assist with the training process, staff are encouraged to have a PC at home.

Interest-free loans to purchase personal computer equipment are available to employees who qualify for regular staff loans. The terms and conditions are the same as for other staff loans, except as follows:

- (a) *Loan Amount:* maximum five thousand dollars (\$5,000);
- (b) *Amortization:* maximum two (2) years;

- (c) *Term:* maximum two (2) years;
- (d) *Payments:* are by payroll deduction;

25.10 Mortgage Write Down

Full-time and regular part-time staff, after one (1) full year of employment, are entitled to one (1) free interest write-down, at current rates, in each one (1) year term of their mortgage.

LETTER OF INTENT #1

The employer will endeavour to continue part-time employees currently covered by benefits at their existing benefit coverage subject to unforeseen circumstances beyond its control; such as limitations specified by the carrier's requirements, reduction in staff or the house dictated by operational requirements and normal changes arising out of current negotiations.

By signing this letter of intent, it is understood that the matter of the Unfair Labour Practice complaint has been resolved.

Ken Earl, Terrace & District Credit Union

Wes Law, Staff Representative BCGEU

Dated _____

LETTER OF INTENT #2

Despite the fact that Terrace & District Credit Union Policy states that Saturday morning breaks are scheduled for 20 minutes in duration, the current practice has been for 30 minute breaks. Management approves the continuation of the 30 minute time frame.

Ken Earl, Terrace & District Credit Union

Wes Law, Staff Representative BCGEU

Dated _____

APPENDIX A

Employees salaries shall remain in effect at the current levels until the expiry of the contract.

Ken Earl, Terrace & District Credit Union

Wes Law, Staff Representative BCGEU

Dated _____