

COLLECTIVE AGREEMENT

between the

**VANCOUVER CITY SAVINGS CREDIT UNION
(VANCITY)**

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

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

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees included in the certification issued by the Labour Relations Board, except those excluded by mutual agreement of the Parties or by the *Labour Relations Code*.
- (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 it shall be dealt with pursuant to the relevant sections of the *Labour Relations Code*.

2.2 Bargaining Agent Recognition

The Employer recognizes the BCGEU as the exclusive bargaining agent for all employees covered by the certification.

2.3 Employer and Union to Acquaint New Employees

The Employer shall acquaint all new employees of the fact that a Collective Agreement is in effect and introduce all new employees to the branch steward, so that the branch steward may present a copy of the Collective Agreement to the new employee. This introduction shall take place during the first five (5) days of employment of all new employees.

The Employer 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.

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

Vancity and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to an employee's level of involvement in Union affairs.

2.6 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 Employer's facilities to hold

union meetings. Union meetings, including general and/or committee meetings, held on Employer premises shall not interfere with the operation of the Employer, and shall not be on Employer-paid time.

2.7 Union Insignia

The Union and the Employer agree that the Union insignia will be displayed at each entrance to Branch and Department locations covered by the certification.

The size, design, and placement of such insignia shall be mutually agreed.

ARTICLE 3 - UNION SECURITY

3.1 Union Dues

All employees, both present and future, must authorize the Employer in writing, on a form set out in Appendix B, to deduct initiation fees, 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.

3.2 Union Membership

All employees shall, within thirty (30) days, as a condition of employment, become and remain members of the Union.

3.3 Income Tax Records

The Employer shall provide each employee with an accounting of deductions made under this Article 3, suitable for use as a receipt for income tax purposes.

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 of British Columbia*, the *Credit Union Incorporation Act of British Columbia*, the *Company Act of British Columbia*, and the pertinent regulations thereunder.

4.3 Exercise of Management Rights

This article shall not be used in a discriminatory manner against any employee and the exercise of any rights under this Article shall not be inconsistent with or contrary to any of the terms or provisions of this Agreement.

ARTICLE 5 - UNION STEWARDS

5.1 Selection of Stewards

Union stewards, selected by the Union shall be recognized by the Employer as follows:

- (a) union steward (who shall be the primary steward for the branch/department); and
- (b) another union steward (who shall function in the absence of the primary steward).

5.2 Notification of Representatives

It is agreed that each party to this Collective Agreement shall keep the other party informed of its representatives.

5.3 Time Off for Union Business

Stewards may, within reason, investigate and process grievances during regular working hours without loss of pay. Stewards will obtain permission from the Employer's designated representative before leaving their immediate work area. Such permission will not be unreasonably withheld. It will not be the intention of the Union to conduct stewards' meetings during normal working hours.

ARTICLE 6 - LABOUR/MANAGEMENT RELATIONS COMMITTEE

6.1 Terms of Reference

The terms of reference of the Labour/Management Relations Committee shall be to attempt to resolve all areas of concern arising out of this Collective Agreement and the collective bargaining relationship. This Committee shall attempt to anticipate and resolve all potential problems before they become a grievance. Where application is made to the grievance procedure in Article 27 of this Agreement, the Labour/Management Committee shall no longer handle the complaint.

6.2 Scope of Committee

Without restricting the generality of Section 6.1, the Committee shall deal with problems flowing from the following:

- (a) occupational health and safety;
- (b) planned changes in branch operations;
- (c) the creation of new job classifications;
- (d) job training program;
- (e) job descriptions;
- (f) a special sub-committee may be established to deal with sensitive or confidential matters;
- (g) and any other provision in which the Committee is referred to in the Collective Agreement.

6.3 Meeting of Joint Committee

- (a) Meetings of the joint Committee shall be held twice a year in May and November. One representative per worksite, to a maximum of twelve (12) sites, may attend those meetings without loss of pay. 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.
- (b) A worksite-specific labour-management meeting may be scheduled at the call of either party. Employees attending as representatives of the Union shall do so without loss of pay. Each party shall present agenda items to the other party prior to the meetings.

ARTICLE 7 - GENERAL PROVISIONS

7.1 Bulletin Board

Bulletin boards will be supplied. The Union will be allowed to post notices approved by the branch steward on these bulletin boards, provided that they are not of a derogatory nature to the Employer.

7.2 Employee's Use of Own Vehicle

Employees who are required to use their own vehicles on Credit Union business shall receive mileage at a rate established for all staff from time to time by Vancity policy.

7.3 Correspondence Between Parties

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 sent to the Employer:

Manager, Human Resources Business Consulting and Recruitment
Vancity Centre
183 Terminal Avenue
PO Box 2120 Stn Terminal
Vancouver, BC V6A 4G2

with a copy to the appropriate Branch Manager/Department Head.

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

Staff Representative
B.C. Government and Service Employees' Union
4925 Canada Way
Burnaby, BC V5G 1M1

with a copy to the appropriate union steward.

7.4 Notice of Resignation

Employees are expected to provide the Employer with two (2) weeks notice of intention to terminate in order to provide adequate time to obtain a replacement.

7.5 Inclement Weather

The Employer also agrees that if the Employer sends any employees home due to inclement weather, the employees will be sent home without loss of pay.

ARTICLE 8 - STRIKES, LOCKOUTS, PICKET LINES

8.1 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, walkout, suspension of work, or slow down on the part of the employee or group of employees during the life of this Agreement.

8.2 Picket Lines

It shall not be a violation of this Agreement or cause for disciplinary action or discharge of any employee, in the performance of the employee's duties, to refuse to cross a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such picket lines.

ARTICLE 9 - NO DISCRIMINATION/NO HARASSMENT

9.1 Respectful Work Environment

The Parties recognize that Vancity 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.

9.2 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.

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.

9.3 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 Resources. 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) Vancity 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 Manager of Human Resources within 15 days of receipt of the complaint. The Manager of Human Resources 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 Vancity 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 10 - DEFINITION OF EMPLOYEES

10.1 Probationary Period

The probationary period for all regular employees in classifications up to Paygroup 4 shall be sixty (60) days actually worked; for all employees at Paygroup 5 and above, the probationary period shall be one-hundred and twenty (120) days actually worked.

10.2 Definition of Regular Full-time Employee

A "*regular full-time*" employee shall be defined as an employee who is employed on a full-time basis.

10.3 Definition of Regular Part-Time Employee

A "*regular part-time*" employee shall be defined as an employee who works regularly scheduled hours or days on a continuous basis but who works less than full-time hours per week.

10.4 Definition of Casual Employee

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

10.5 Number of Regular Part-time Employees

The number of regular and casual part-time employees shall be kept to a minimum to ensure that the need for full-time employees is not reduced. Any complaint as to the number of regular part-time and casual employees shall be referred to the Labour/Management Relations Committee for action before the grievance procedure is put into use. It is reasonable for the Employer to use regular part-time and casual employees for peak business periods, vacation, maternity/parental leaves and extended leaves of absence.

10.6 Excluded Articles for Casual Employees

Casual employees shall not be included in, or covered by the provisions of Articles 13.4, 14, 15, 16, 17, 18, 21, 22, 24, and 25 (except 25.2).

ARTICLE 11 - HOURS OF WORK

11.1 Hours of Work

- (a) The normal full-time work week shall consist of five (5) days at thirty-five (35) hours per week, Monday through Saturday, with two (2) consecutive days off in each calendar week.
- (b) The normal daily hours of work will not exceed eight (8) hours per day and will fall between:

Monday to Friday.....	7:00 a.m. to 9:00 p.m.
Saturday	8:00 a.m. to 5:00 p.m.
- (c) Such hours per day to be worked consecutively broken only by the lunch period.
- (d) No work week shall include a Sunday.
- (e) Where operational requirements permit, staggered starting times will be assigned on a rotational basis.
- (f) Part-time employees shall be scheduled with two (2) consecutive days off in each calendar week, but may choose to accept additional shifts which result in a schedule with non-consecutive days of rest, provided that they maintain two (2) days free of work per calendar week.

11.2 Change in Scheduled Hours

The Employer may, upon fifteen (15) days notice to the employee and steward, change the present scheduled hours of work per day, provided that those hours remain within the normal daily hours of work. Notice requirements may be waived in response to extreme emergencies covered under Vancity's various Emergency Response Plans.

11.3 Flexible Work Schedules

Provided that the operational requirements of Vancity are met, the manager and employee(s) may agree to a flexible work schedule, based on the following:

- (a) Work schedules for full-time employees will be based on an average of seventy (70) hours biweekly.

- (b) a full-time employee is entitled to two (2) consecutive days off in a seven (7) day period.
- (c) Such schedule is exempt from overtime.
- (d) no work week shall include a Sunday.

11.4 Lunch Break

A one (1) hour lunch period shall be provided and taken within the three (3) hours in the middle of the employee's shift. Precise times are to be arranged between the Employer and the employees.

11.5 Rest Periods

Employees will be entitled to the following: two to five (2-5) hours worked, one (1) fifteen minute rest period without loss of pay. In excess of five (5) hours worked, two (2) fifteen minute rest periods without loss of pay.

11.6 Early Closing

- (a) Should a branch close either at 1:00 p.m. or 2:00 p.m., one (1) rest period of thirty (30) minutes shall be given without loss of pay.
- (b) In circumstances of early closure after 2:00 p.m.; where there is agreement between the Parties at the local level (i.e., management and union steward) the lunch break may be shortened and taken together with one rest period for a combined minimum period of forty-five (45) minutes. Employees who work in excess of five (5) hours will receive a second fifteen (15) minute rest period without loss of pay.
- (c) Articles 11.4 and 11.5 do not apply to circumstances covered by Article 11.6.

11.7 Friday Afternoon Rest Period for Branch Employees

Notwithstanding Section 11.5, the Friday afternoon relief period shall be twenty (20) minutes for branch employees.

11.8 Job Sharing

Job sharing proposals can be considered in accordance with Vancity policy 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 the Employer for consideration.

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

ARTICLE 12 - OVERTIME

12.1 Overtime

All time worked in excess of the standard day shift shall be paid for at time and one-half (1½) the employee's straight time hourly rate for the first two (2) hours and two times (2x) the straight time hourly rate thereafter.

12.2 Overtime Rates

Time worked by an employee on the employee's scheduled day off shall be paid at time and one-half (1½) the employee's straight time hourly rate for the first two (2) hours and two times (2x) the straight time hourly rate thereafter.

12.3 Overtime on a Sunday

Time worked on a Sunday shall be paid for at two times (2x) the employee's straight time hourly rate.

12.4 Overtime on a Holiday

Time worked on a holiday provided for in Article 13, or a day in lieu of such holiday, shall be paid for at two times (2x) the employee's straight time rate plus one (1) day's regular wages.

12.5 Callouts

An employee called back to work after having completed a regular day's shift, or from a regular day off, or from vacation, providing the call back does not abut the regular shift, shall be paid at the applicable overtime premium specified in this Article for a minimum of three (3) hours or for actual time worked, whichever is greater. Travel time to and from the employee's residence will be considered as time worked.

12.6 Authorization of Overtime

All overtime work must be authorized by the Branch Manager or the employee's immediate supervisor prior to the overtime being worked.

12.7 Overtime Meal

An employee who works overtime beyond a regular shift shall normally be provided with a meal by Vancity. In the event that a meal is not provided, the employee will be reimbursed for a receipted meal expense to a maximum of ten dollars (\$10.00). The employee shall be allowed a one (1) hour paid meal period in which to eat the meal at the employee's straight time hourly rate of pay, provided 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.

12.8 Right to Refuse Overtime

Employees 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.

12.9 Payment for Overtime

Overtime pay shall be paid by the end of the month following the month in which the overtime was worked.

12.10 Time Off in Lieu of Pay

Subject to mutual agreement between the parties, employees may opt to take time off for overtime worked in lieu of overtime pay as outlined herein. Such time off shall be the equivalent to the hours worked at the overtime rate.

ARTICLE 13 - STATUTORY HOLIDAYS

13.1 Statutory Holidays

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

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

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

(b) To qualify for Statutory Holiday payment a regular part-time, and casual employee must have completed thirty (30) calendar days service with the Employer.

(c) Statutory Holiday payment for regular part-time and casual employees is calculated as follows:

(1) for employees who have worked at least fifteen (15) of the previous thirty (30) calendar days, the average of hours worked in the thirty (30) days prior to statutory holiday (exclusive of overtime), to a maximum of seven (7) hours.

(2) for employees who have worked less than fifteen (15) days in previous thirty days, wages earned in the thirty (30) days prior to statutory holiday divided by fifteen (15).

13.2 Early Closure – Christmas Eve and New Year's Eve

The Branch shall close at 2:00 pm on Christmas Eve and on New Year's Eve, provided that those days fall on a regular work day.

13.3 Statutory Holiday Coinciding With a Day of Vacation

In the event any of the statutory holidays set out in Section 13.1(a) occur during the period of an employee's vacation, an additional full day's vacation with pay shall be allowed for each holiday so occurring.

ARTICLE 14 - ANNUAL VACATIONS

14.1 Annual Vacation

Annual vacation shall be taken in the year in which it is earned, subject to Articles 14.7 and 14.8.

14.2 Entitlement During First Partial Calendar Year

Employees commencing employment during the first partial year shall earn the equivalent of one and one-quarter (1¼) paid days for each month worked. 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 vacation accrual, otherwise vacation will be calculated starting the first of the following month.

14.3 Entitlement During First Full Calendar Year Up to and Including Third Full Calendar Year

Each employee shall earn the equivalent of three (3) weeks paid vacation during their first, second and third full calendar year worked. Pay for such vacation shall be at the employee's current salary.

14.4 Entitlement During Fourth Full Calendar Year Up To and Including Ninth Full Calendar Year

Each employee shall earn the equivalent of four (4) weeks paid vacation, converted to hours, during their fourth, fifth, sixth, seventh, eighth and ninth full calendar year worked. Pay for such vacation leave shall be at the employee's current salary.

14.5 Entitlement During Tenth Full Calendar Year and Following

Each employee shall earn the equivalent of five (5) weeks paid vacation, converted to hours, during their tenth full calendar year worked and thereafter. Pay for such vacation shall be at the employee's current salary.

14.6 Seniority Preference in Scheduling Vacation

Employees shall select their vacation periods in order of placement on the seniority list as outlined in Article 25.4. Only one 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 vacation in two (2) or more separate periods shall select the second and consequential periods in order of seniority. Employees are encouraged to select their vacation periods in blocks of five (5) days or more.

14.7 Vacation Banking

Employees with more than ten (10) working days vacation shall be permitted to bank five (5) of the excess days and take them in the following year. Employees making use of this provision may do so except when it interferes with the scheduling of other employee's regular vacation.

14.8 Vacation Pay Prorated

As annual vacation is taken in the calendar year in which it is earned, vacation pay at current salary or percent of gross earnings shall be prorated based upon the hours (for part-time regular) and/or the period worked. Employees who complete only part of the year due to termination, leaves, etc. and who have taken a vacation, shall be required to reimburse the Employer for any overpayment received.

14.9 Bonus Vacation

Full-time employees shall receive an additional bonus week of paid vacation leave in the year in which their 10th, 15th, 20th, 25th, 30th, 35th, 40th and 45th anniversary of continuous service falls. Part-time employees shall receive an additional two percent (2%) vacation pay in the year in which their 10th, 15th, 20th, 25th, 30th, 35th, 40th and 45th anniversary of continuous service falls. Notwithstanding Clause 14.7, employees may schedule their bonus week of vacation in their anniversary year or the year following.

ARTICLE 15 - LEAVE OF ABSENCE**15.1 Leave of Absence**

Except for leave under 15.3, 15.7 and 15.9, any leave of absence granted under this Article shall only be taken after reasonable notice is provided to the employee's supervisor. The Employer will not unreasonably withhold permission for such leave.

15.2 Union Business

Leaves of absence without pay will be granted to employees for the purpose of attending to Union business, providing that at least two (2) weeks notice is given and that the Employer's work requirements permit. The Employer will not unreasonably withhold permission for such leave.

15.3 Bereavement Leave

- (a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave without loss of pay for three (3) days, plus two days for travel time if necessary.
- (b) "*Immediate family*" is defined as the employee's spouse, including common-law and same sex spouses, mother, father, son, daughter, foster children, step children, sister, brother, mother-in-law, father-in-law, step parents, grandparents, grandchildren, sister-in-law and brother-in-law, daughter-in-law and son-in-law. The leave of absence will not be charged against paid sick leave or annual vacation.
- (c) Compassionate leaves for up to one-half (½) day without loss of pay may also be requested to attend the funeral of a family member or friend.

15.4 Jury Duty

Full-time employees and regular part-time employees summonsed to jury duty shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty and actual work on the job in the office in one (1) day shall not exceed normal working hours for the purpose of establishing the basic work day. Any time worked in the office in excess of the combined total of seven (7) hours shall be considered overtime and paid as such.

15.5 Maternity and Parental Leave

- (a) All regular full-time and part-time employees shall be eligible for maternity and parental leave in accordance with the *Employment Standards Act*.
 - (1) A request for maternity and/or parental leave shall be in writing at least four (4) weeks before the day specified in the request, and show the last expected working date and expected date of return. Any change to the expected date of return shall be requested in writing at least four (4) weeks before the expected date of return.
 - (2) The Employer may, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
 - (3) The Employer may require the employee to provide a medical certificate certifying that the employee is medically capable of continuing to work or of returning to work.
 - (4) On return from maternity and/or parental leave, an employee shall be placed in her former position or in a position of equal rank and basic pay.
 - (5) If an employee maintains coverage for medical, extended health, group life or long term disability benefits, the Employer agrees to pay the Employer's share of these premiums.
- (b) *Seniority Rights on Re-employment*
 - (1) An employee who returns to work after the expiration of her maternity and/or parental leave shall retain service credits and seniority rights accumulated prior to the maternity and/or

parental leave and shall be credited with additional service credits and seniority for the period of time covered by the maternity and/or parental leave.

(2) The employee shall be deemed to have resigned on the date upon which leave of absence without pay commenced if an application for re-employment is not made prior to the expiration of the leave or if the employee fails to return to work on the agreed to date.

(c) *Sick Leave During Pregnancy*

(1) An employee who qualified for benefits under Article 16.1(a), who becomes ill due to pregnancy and prior to entitlement to Employment Insurance benefits, may claim benefits under Article 16.1(a).

15.6 Special Leave Without Pay

(a) *Short Term Leave*

An employee may be granted a leave of absence, without pay, for a period of up to twelve (12) months in accordance with the applicable Vancity policy. The employee shall retain their seniority and continue to accrue seniority for the first thirty (30) days.

During the leave of absence, the employee's position, or a comparable position in their branch or department, will be held.

(b) *Extended Leave*

An employee may be granted unpaid leave from twelve (12) to twenty-four (24) months in accordance with the applicable Vancity policy. The employee shall retain their seniority, but shall not continue to accrue seniority.

The employee's position will not be held, and the return to work provisions of the policy will apply.

15.7 Illness in Family Leave

In the case of illness, serious enough to reasonably believe that a member of the immediate family may not survive, an employee shall be granted up to three (3) days leave without loss of pay to visit the place of residence of the immediate family member. Immediate family shall be as set out in Section 15.3(b) of this Article.

15.8 Family Responsibility Leave

All regular full-time and part-time employees, upon written application, 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, as defined in Article 15.3(b).

15.9 Doctor and Dentist Appointments

Where a full-time employee is required to attend a doctor or a dentist appointment during working hours, attendance at such appointments shall be without loss of pay. All employees shall make all reasonable efforts to schedule such appointments outside of working hours. Where this is not possible, reasonable notice will be provided by the employee in advance of such appointments.

15.10 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.

15.11 Educational Leave

The Employer shall grant a day off in lieu of a regular day off where the Employer requests the employee to use their regular day off for educational purposes. Travel, meal and accommodation expenses shall be paid when the employee is requested to take educational courses. Receipts must accompany claims for expenses.

15.12 Union/Management Bargaining

Leave of absence without pay and without loss of seniority shall be granted for a maximum of four (4) employees who are representatives of the Union on a bargaining committee for the purposes of attending meetings of the bargaining committee. Wages and benefits for these meetings will be covered by the Union. Leave of absence without loss of pay and seniority shall be granted for a maximum of four (4) employees who are representatives of the Union on a bargaining committee for the purpose of attending negotiating meetings with the Employer. The Union will cover one hundred percent (100%) of other expenses incurred during these meetings.

15.13 Other Religious Observances

- (a) Employees who observe different or additional spiritual holidays are entitled to up to three (3) days leave without pay per calendar year to observe spiritual or holy days. Such leave will not be unreasonably withheld.
- (b) A minimum of two (2) weeks notice is required for leave under this provision. Where operational requirements limit the number of requests that may be granted within a worksite and/or functional work group, leave requests will be granted in order of seniority.
- (c) Employees scheduling leave under this provision may utilize or reschedule vacation or time off in lieu of overtime or statutory holidays.

15.14 Full-time Union or Public Duties

The Employer may grant, on written request, leave of absence without pay to two (2) employees in the bargaining unit at any given time:

- (a) for employees to seek election in a Municipal, Provincial, or Federal election, for a maximum period of ninety (90) days;
- (b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;
- (c) for employees elected to a full-time federal, provincial, or municipal office for a maximum period of five (5) years;
- (d) for an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union, the leave shall be for a period of three (3) years and shall be renewed upon request.
- (e) Seniority shall be maintained while on such leave and no benefit entitlements shall accrue while on such leave.

ARTICLE 16 - SICK LEAVE

16.1 Care Days

(a) Full-time employees shall be entitled to accumulate care day credit the equivalent of one (1) day for each month worked. Eligible part-time employees shall be entitled to accumulate care day credit the equivalent of one (1) day for each twenty-two (22) days worked. 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. There is no limit on care day accrual. 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 purposes of paragraphs (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 of a year due to termination of employment, leave or some other reason shall be required to reimburse the Employer for any overpayment received.

(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 in Article 15.3(b).

(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 with whom the employee is parenting to make child care arrangements.

(e) 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.

ARTICLE 17 - BENEFIT PLANS

17.1 Flexible Benefit Program

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

Proposed changes to the Flexible Benefits Program will be presented to the Union prior to implementation to provide the Union with an opportunity to respond to the proposed change.

17.2 B. C. Medical Services Plan

All regular 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.

17.3 Pension Plan and Group RRSP

Regular employees shall have the option of participating in a defined Pension Plan or Group RRSP.

Any proposed changes to the Pension Plan or Group RRSP shall be discussed with the Union.

17.4 Staff Account Discounts and Premiums

- (a) Employee's will be eligible for staff account discounts and premiums in accordance with the Vancity "*Staff as Members*" policy.
- (b) Details of the "*staff as members*" policy are available on line to all employees.
- (c) Proposed changes to the "*staff as members*" policy will be presented to the Union prior to implementation.

17.5 Retirement Package

Employees covered by the collective agreement, who meet the eligibility requirements set for all employees, may participate in any Vancity retirement package offered from time to time. Changes to the retirement package will be presented to the Labour Management Relations Committee at the time of implementation.

ARTICLE 18 - SALARY POLICY

18.1 Salary Schedule

Full-time employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix A, which is part of this Agreement. The steps in the salary range shall not be construed to mean an employee may not be advanced to the next step in his/her salary range before having the required service, in accordance with the provisions of Article 18.5(b).

18.2 Transferring Into a Position Under The Collective Agreement

- (a) Notwithstanding 18.1, an employee who transfers into a position covered by this agreement and whose current rate is higher than the maximum wage rate for their classification shall remain at that wage rate until such time as the maximum wage rate for their classification exceeds their wage rate.
- (b) An employee who transfers into a position covered by this agreement whose current rate is within the wage scale rates for their classification shall be placed at the next step above their current rate of pay.

18.3 Salary Step Upon Promotion

- (a) Upon promotion, full-time and regular part-time employees, who meet the required qualifications, will receive the greater of either the minimum of the new pay range or the closest step to four percent (4%) above his/her current salary range.
- (b) Employees who are appointed to a higher classification in advance of achieving the requisite qualifications shall receive the entry rate for the higher classification or current salary, whichever is greater, until the employee meets the job requirements. At that time, the employee will be placed on the scale of the higher classification.
- (c) An employee shall move to the next step in their salary range upon completion of six (6) months of having completed the qualifications.

18.4 Salary on Promotion of Over-Scale Employees

Article 18.3 shall not apply to an employee who is promoted into a position covered by this agreement or an employee covered by this agreement whose wage rate is over-scale and red circled prior to the promotion. These employees shall be placed at the next step rate in the higher salary range above their current salary. An employee whose current rate is higher than the maximum wage rate for their new

classification shall remain at that wage rate until such time as the maximum wage rate for their new classification exceeds their wage rate.

18.5 Progression to Next Salary Step

Full-time employees shall progress to each succeeding salary step for their job group as set out in Appendix A of this Collective Agreement and in accordance with (a) through (e) following:

(a) Except as provided in paragraphs (b), (c), and (d) following, employees shall progress to each succeeding step in the salary range for their job group as follows:

- First 6 months: Step 1
- After 6 months at Step 1: Step 2
- After 6 months at Step 2: Step 3
- After 12 months at Step 3: Step 4
- After 12 months at Step 4: Step 5

(b) An employee placed on a step in their salary range at a point higher than they would qualify for length of service (on being hired, or promoted in accordance with Article 18.3 or Article 18.6), shall move to the next step in their salary range upon completion of six (6) months 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.

(e) Service for the purpose of progression to the next salary step shall include all hours paid and any time while on maternity or paternity leave, union leave, annual vacation, leave for sickness or disability and while receiving workers' compensation benefits.

18.6 Temporary Assignment to Higher Job Classification

(a) An employee assigned to a higher job classification on a temporary basis, through the posting procedure, shall be paid at a rate, in accordance with 18.3 (a) or (b), from the first full day of such assignment.

(b) 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. If an increment is earned during the assignment and where applicable, Article 18.3 shall be reapplied.

18.7 Salary Policy on Recalls and Demotions

Salary policy on recalls and demotions for full-time employees shall be as set out in (a) through (c) following:

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

(b) employees recalled who accept a position in a salary range which is lower than for their former position, shall be paid at a step in the salary range commensurate with their service in their previous classifications at the time of layoff;

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

18.8 Relocation to Lower Step Due to Technological Change

Full-time employees who, for reasons of technological change, as specified in this Agreement, are placed in a position having a lower salary range than for their former position shall retain their salary until such time as the difference between the maximum for the range and their salary is removed.

ARTICLE 19 - SALARIES AND CLASSIFICATION

19.1 Rates of Pay for Full-time Employees

Effective July 1, 2005, the classifications and salaries for employees as mutually agreed, are incorporated into Appendix A of this Collective Agreement.

19.2 Formula for Calculating Hourly Wage Rate

To calculate the hourly wage rate for full-time and regular part-time employees, the following formula shall be applied to the monthly salary set out in Appendix A of this Collective Agreement.

"Monthly salary x 12 divided by 1820 hours = hourly rate."

19.3 Rates of Pay - Regular Part-time Employees

Regular part-time employees shall be paid as set out in Appendix A of this Collective Agreement with advancement between steps in accordance with hours worked, i.e. six (6) months step = 910 hours worked. Each hour engaged in union business pursuant to Articles 6, 15.2 and 15.12 will be counted as an hour worked.

19.4 Rates of Pay - Casual Employees

Casual employees shall be paid at Step 1 of the applicable paygroup as set out in Appendix A of this Collective Agreement, plus six percent (6%) vacation pay. Casual employees shall not receive step progressions.

19.5 Profit Sharing

All bargaining unit members shall be eligible to participate in Vancity's 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.

ARTICLE 20 - JOB DESCRIPTIONS

20.1 Job Descriptions

Job descriptions will be written with the intent to set forth the general duties and requirements of the job and to indicate the level of skill required. Copies of job descriptions will be forwarded to the Union.

20.2 New Positions

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

20.3 Position Review

The Union may request the Employer to conduct a review of a position, where a substantial change of duties can be demonstrated. Such request must be made in writing, 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.

ARTICLE 21 - TRAINING

21.1 New Equipment/Systems

When new equipment or systems are introduced the Employer shall arrange any orientation training considered necessary.

21.2 Reimbursement for Job Related Courses

- (a) When an employee registers in a job-related course 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 Credit Union related course or courses, the Employer will pay one hundred percent (100%) of the cost upon registration.
- (c) Other courses, approved by the Employer, will be reimbursed at fifty percent (50%) of tuition.

21.3 Child Care Expenses

Where an employee is requested or required by the Employer to attend a course outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expenses up to fifty dollars (\$50) per day upon production of a valid receipt.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.1 Notice of Technological Change

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

22.2 Retraining

An employee becoming redundant due to new equipment and procedures, is eligible for retraining, based upon their ability and willingness to qualify for the operation of such new equipment or procedures or new position.

22.3 Termination and Recall List

In cases where the retraining of an employee is not practical, or where other positions with the Employer are not available, the provisions of Article 24 shall apply.

ARTICLE 23 - JOB POSTING AND PROMOTION

23.1 Posting of Job Vacancies

Notice of job vacancies in the bargaining unit shall be posted electronically on the Employer's system for at least five (5) working days. The notice shall indicate job title, category and salary and brief outline of the duties involved and is accessible to the steward.

23.2 Applying on Vacant Positions

An employee may apply on vacant positions which may involve a promotion, lateral transfer or a lower classification.

Employees must also have completed six months in their current position and work location, unless they have received pre-approval from their manager to apply.

23.3 Intent of Employer

It shall be the intent of the Employer to fill job vacancies from within the bargaining unit providing employees who apply for positions have the required qualifications.

23.4 Job Applications to be in Writing

All applications on posted job vacancies shall be submitted electronically on a form provided by the Employer.

23.5 Selection Basis

- (a) Selections for job vacancies shall be made on the basis of ability, knowledge, experience, past work performance and seniority in that order.
- (b) In the event that two (2) or more employees have similar ability, knowledge, experience and past work performance the employee with the greatest seniority shall be selected.

23.6 Notification

- (a) Within 7 days of the date of the appointment to a posted position within the bargaining unit, 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 5 days and shall be held during working hours.

23.7 Right to Grieve

Where a grievance arises in relation to the outcome of the selection process it shall proceed pursuant to Article 27 – *Grievance Procedure*.

23.8 Trial Period

When promoted to a higher position, an employee shall be allowed a trial period of up to sixty (60) working days if the position is in classifications in Group 1, 2 or 3 and up to one hundred and twenty (120) working days if the in classifications in Group 4, 5 or 6. Should the employee be considered unsuitable during the trial period, she/he shall be returned to her/his former position or one of equal rank. Salary shall be at the service step paid prior to promotion or the step she/he might have achieved by service had she/he not been promoted.

23.9 Temporary Assignment

When an employee assumes a temporary assignment in or outside of the bargaining unit for less than six (6) months, his/her regular position will be held for the duration of the temporary assignment. A position may be held for up to one (1) year where the Parties mutually agree.

ARTICLE 24 - LAYOFF AND RECALL**24.1 Role of Seniority in Layoff**

In the event of layoff due to changes in administrative procedures, automation, consolidation or suspension of business, the employee with the least amount of seniority in the affected work unit shall be the first laid off from the work unit.

24.2 Layoff Notice/Severance Pay

Regular employees shall be given notice as follows:

- (a) After three 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.

24.3 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 group within the bargaining unit, providing the employee has the qualifications to perform the job functions satisfactorily;
 - (3) provided the employee 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 24.4;
 - (4) to claim severance pay equal to the amount to which they would be entitled in lieu of notice, as calculated in Article 24.2.

(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 24.2.

24.4 Recall Procedures

(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 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 the employee is qualified.

(b) 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 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 the employee's remaining recall period.

(d) A laid-off 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 25 - SENIORITY

25.1 Accrual of Seniority

Seniority is defined as the length of continuous service with the Employer.

Seniority will be accrued based on hours worked, as well as:

- (a) time lost as a result of occupational illness or injury;
- (b) non-occupational illness or injury or sick leave;
- (c) leaves of absence, as set out in this Collective Agreement;
- (d) an employee on the recall list in accordance with Article 24;
- (e) Union business.

A day, for the purposes of calculating seniority is considered to be seven (7) hours and will be converted accordingly for part-time employees, and for employees working a flexible work week.

25.2 Casual Employees

(a) Seniority shall not accrue for a casual employee except where such an employee becomes a regular full-time or part-time employee and completes the probationary period as a regular full-time or part-time employee. At that time, credit will be given for hours worked as a casual employee.

(b) In any event, no credit will be granted retroactively for any time worked prior to December 31, 1994.

25.3 Seniority During Probation

Upon completion of the probationary period, seniority for full-time employees and regular part-time employees shall be back-dated to include time worked during the probationary period.

25.4 Seniority List

Seniority for regular full-time and part-time employees, calculated as per Article 25.1, shall be combined and on one seniority list.

25.5 When Seniority Ends

An employee's seniority shall cease where:

- (a) the employee terminates his/her employment;
- (b) is discharged and is not reinstated through the grievance or arbitration procedure;
- (c) retires from employment;
- (d) is absent due to layoff for more than twelve (12) months;
- (e) fails to return from an authorized leave from employment without reasonable cause.

25.6 Re-employment

A regular employee who resigns his/her position and within sixty (60) days is re-employed as a regular employee shall be granted leave of absence without pay covering these days absent, and shall be credited with the length of service accumulated at time of termination for the purposes of benefits, provided he/she has not withdrawn his/her pension requirements. It is understood that the employee's rate of pay is set by the Employer, the employee returns on probation before re-establishing past service and that there is no cost to the Employer on reinstatement. It is understood that a reinstatement of seniority shall only apply once an employee is a successful applicant for a position within the bargaining unit.

25.7 Seniority During Recall Period

An employee on layoff and placed on the recall list shall retain and accumulate seniority during the recall period.

25.8 Seniority During Leave of Absence

An employee absent on any leave from employment, set out in this Collective Agreement, shall continue to accumulate seniority for the time of such leave.

ARTICLE 26 - DISCIPLINE

26.1 Just Cause

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.

26.2 Right to Have Steward Present

- (a) An employee shall have the right to have a steward present at any interview 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, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact a steward, providing that this does not result in an undue delay of the interview. This clause shall not apply to those interviews 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 interview with supervisory personnel which might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the interview.

26.3 Notice of Discipline

Notice of suspension, final warning or termination 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.

26.4 Right to Grieve Other 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 eighteen (18) months from the date it was issued provided there has not been a further infraction.

26.5 Personnel File

- (a) An employee, or their Union representative, with written authority of the employee, shall be entitled to review an employee's personnel file, exclusive of employment references. The file shall be made available for review at a mutually agreed location. A designated management representative may be in attendance at this review. The Employer will provide copies of file entries as requested. The Employer may require up to five (5) working days notice prior to giving access to such information.
- (b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

ARTICLE 27 - GRIEVANCE PROCEDURE

27.1 Definition of a Grievance

The Parties agree that grievances may arise concerning:

- (a) differences between the Parties respecting the interpretation, application, or any alleged violation of the provisions of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal or discipline of an employee bound by this agreement.

27.2 Grievance Procedure

The procedure for resolving a grievance shall be the grievance procedures in this Article. 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*, and in the case of dismissal or suspension.

- (a) *Step 1*

Every effort shall be made by the employee and the employee's immediate supervisor (excluded from the bargaining unit) or the supervisor's designated representative if the supervisor is not available to resolve the grievance verbally. The employee shall have the right to have a Union steward present at such a discussion. If unresolved, an employee may, within twenty (20) calendar days from the date upon which the incident or circumstances first occurred or arose, submit a written grievance, through the Union steward, to Step 2 of the grievance process. The employee's immediate supervisor will sign and date the grievance form to confirm receipt and forward the grievance to the representative of authorized to deal with grievances at Step 2. Such form will set out:

- (1) the nature of the grievance and the circumstances from which it arose;
- (2) the article or articles of the agreement alleged to have been violated; and
- (3) the remedy or correction requested.

(b) *Step 2*

The representative designated by Vancity to handle grievances at Step 2 shall meet with the Union representative within fifteen (15) calendar days after receipt of the grievance. Following such a meeting, the Vancity representative will respond within fifteen (15) calendar days to the Union representative.

(c) *Step 3*

If the grievance is not satisfactorily resolved at Step 2, the Union representative may present the grievance in writing to the representative designated by to handle grievances at Step 3. The grievance shall be presented within fifteen (15) calendar days of receipt of the reply at Step 2. The designated representative, after meeting with the Union representative with a view to resolving the grievance, shall reply in writing within fifteen (15) calendar days from the date on which the meeting was held.

27.3 Policy Grievance

Whether either Party to this Agreement disputes the application, interpretation or alleged violation of an article of this Agreement to the membership of the bargaining unit, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within thirty (30) calendar days of the occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 28 of the Agreement. This provision shall not be utilized to circumvent any mandatory provisions of the grievance procedure.

27.4 Dismissal Grievance

Consistent with the Parties' desire to expedite any grievance involving a dismissal, Step 1 and/or Step 2 may be bypassed for such grievances. The twenty (20) calendar day limit for initiating a grievance will still apply.

27.5 Grievance Form

Where a grievance is presented or replied to at any level of the grievance procedure, the recipient shall sign and date the grievance form.

27.6 Grievance by Mail

Where it is necessary at any step of the grievance procedure to present a grievance by mail, the grievance shall be sent priority courier. The grievance shall be deemed to be received on the date of delivery to the appropriate representative of the recipient party. Similarly, a party shall be deemed to have presented a reply at any level on the date it is sent priority courier and shall be deemed to have received the reply on the date it is delivered to the appropriate representative of the recipient party.

27.7 Agreement or Resolution Binding

Any agreement or resolution which is entered into by the parties at any stage of the grievance procedure is binding on the parties, their members and/or representatives, insofar as the particular grievance is concerned. Such agreement or resolution shall be in writing and signed by the Union and the Employer.

27.8 Extension of Time Limits

Time limits in this Article may be extended by mutual agreement of the parties.

27.9 Breach of Time Limits

Where any of the time limits specified herein are breached, the grievance shall be deemed to have been abandoned on a "*without prejudice*" basis, and cannot be re-instituted.

ARTICLE 28 - ARBITRATION**28.1 Arbitration Board Appointment Procedure**

If the grievance is not settled pursuant to Article 27, it may then be referred within thirty (30) days of the decision being communicated at Step 3 to an arbitration board of three (3) persons, composed as follows:

- (a) the party desiring arbitration shall appoint a member for the board and shall notify the other party in writing of its appointment and the particulars of the grievance in dispute;
- (b) the party receiving the notice shall, within five (5) days, appoint a member to the board and shall notify the other party of its appointment;
- (c) the two (2) arbitrators, so appointed, shall confer to select a third party to be chairperson and, failing for five (5) days from their appointment to agree upon a person to act, either of them may apply to the Collective Agreement Arbitration Bureau for the Province of British Columbia to appoint a chairperson.

28.2 Arbitration Hearings

The Arbitration Board shall hear the parties, settle the terms of the question to be arbitrated, and make its award within fifteen (15) days of appointment of a Chairperson, except when the time is extended by the agreement of the parties. The Board shall deliver its award, in writing, to each of the parties and the award of the majority of the Board shall be final and binding on the parties and shall be carried out forthwith.

28.3 Arbitration Costs

Each party shall pay its own costs and expenses of the arbitration, the remuneration and disbursements of their appointees and one-half (½) of the expenses of the Chairperson.

28.4 Single Arbitrator

As an alternative procedure to Sections 28.1, 28.2, and 28.3, the parties to this Agreement may, if it is mutually agreed to do so, agree upon a single Arbitrator as a means of settling disputes appropriate to such procedures as follows:

- (a) The party desiring arbitration under this Article will notify the other party, in writing, in accordance with the provisions of Section 28.1 above.
- (b) The parties to the dispute will thereupon meet to decide upon an arbitrator. Failing agreement on this within ten (10) days of such notice, or in the event one of the parties declines the procedure, notice of arbitration as provided in Section 28.1 above may be given by either party.

28.5 Single Arbitrator Procedure

Upon agreed appointment of an arbitrator, the arbitrator shall hear the parties, settle the terms of question to be arbitrated and make an award within fifteen (15) days of the appointment or within such extended period as may be mutually agreed to by the parties to the dispute. The arbitrator shall deliver the award, in writing, to each of the parties and shall be carried out forthwith. An arbitration award under this section shall not be subject to further procedure under Article 28 of this Agreement.

28.6 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 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 29 - ROBBERY OR HOLDUP

29.1 Professional Counselling

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

29.2 Time Off

The Employer agrees that requests from regular full-time, regular part-time and casual employees for time off due to post-traumatic stress resulting directly from involvement in robbery or holdup will be considered by the Employer for the balance of the day on which the incident occurred plus the following day without loss of pay. For absence beyond this period, an application for WCB may be made.

29.3 Employer's Need for Staffing

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

29.4 Additional Time Off

Additional time off, if required, may be provided by WCB coverage or sick leave.

ARTICLE 30 - DURATION OF AGREEMENT**30.1 Duration**

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

30.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after October 1, 2008 but in any event not later than midnight, October 31, 2008.
- (b) Where no notice is given by either party prior to October 31, 2008, both parties shall be deemed to have given notice under this clause on October 31, 2008, and thereupon Clause 30.3 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 Vice-President of Human Resources or designate.

30.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 30.2, the Parties shall, within fourteen (14) days after notice was given, commence collective bargaining.

30.4 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.

30.5 Agreement to Continue in Force

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

30.6 Effective Date of Agreement

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Dave Mowatt, CEO, Vancity

Pat Hughes, Bargaining Committee Chair

Ken Fuller, Regional Director, Sales and Service

Louise Cook, Bargaining Committee

Lorri Lochrie, Compensation Manager, Human Resources

Beverly Collison, Bargaining Committee

Jacqueline Ogilvie, Director, Administrative Services, Credit and Operations

Nancy Gillis, Regional Coordinator

Teresa Shepherd, Human Resources Business Consultant

Leah Squance, Staff Representative

Frances King, Manager, Human Resources Business Consulting & Recruitment

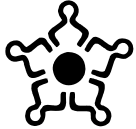
Signed this _____ day of _____, 2005.

**APPENDIX A
WAGE SCHEDULE**

- Two percent (2%) increase applied to the July 2004 rates, effective retroactive to July 1, 2005.
- Effective January 1, 2006 percentage increases applied to the wage schedule equal to the percentage applied to the non-union salary bands for comparable positions; effective same date as the non-union increases thereafter for the balance of the Collective Agreement.

			2005 July Rates (2%)		
		Increments***	Step	Annual	Hourly
Group 2		First 6 mos.	1	27,466.55	15.10
Financial Services		After 6 mos. at Step 1	2	28,839.88	15.85
Representative (FSR)	Sales & Service	After 6 mos. at Step 2	3	30,213.21	16.61
FSR - Business	Sales & Service	After 12 mos. at Step 3	4	31,586.53	17.35
Admin Clerk	Payment Systems	After 12 mos. at Step 4	5	32,959.86	18.11
Group 3		First 6 mos.	1	30,339.23	16.67
Administration Officer	Centralized Admin	After 6 mos. at Step 1	2	31,770.73	17.45
Administration Officer	Payment Systems	After 6 mos. at Step 2	3	33,201.13	18.24
		After 12 mos. at Step 3	4	34,632.63	19.03
		After 12 mos. at Step 4	5	36,063.04	19.82
Group 4		First 6 mos.	1	33,390.71	18.35
Senior Financial		After 6 mos. at Step 1	2	34,737.11	19.08
Services Representative	Sales & Service	After 6 mos. at Step 2	3	36,083.51	19.83
Financial Services		After 12 mos. at Step 3	4	37,429.91	20.56
Coordinator	Sales & Services	After 12 mos. at Step 4	5	38,776.31	21.31
Group 5		First 6 mos.	1	36,622.07	20.12
Financial Services Officer	Sales & Service	After 6 mos. at Step 1	2	38,183.89	20.98
Senior Administration		After 6 mos. at Step 2	3	39,745.72	21.84
Officer	Payment Systems	After 12 mos. at Step 3	4	41,307.54	22.70
Senior Administration		After 12 mos. at Step 4	5	42,869.37	23.55
Officer	Central Admin				
Group 6		First 6 mos.	1	43,084.79	23.67
Account Manager	Sales & Service	After 6 mos. at Step 1	2	44,969.75	24.70
		After 6 mos. at Step 2	3	46,854.71	25.74
		After 12 mos. at Step 3	4	48,739.66	26.78
		After 12 mos. at Step 4	5	50,624.62	27.82

**APPENDIX B
UNION DUES DEDUCTION AUTHORIZATION SLIP**



**UNION DUES DEDUCTION
AUTHORIZATION SLIP**

I hereby authorize and request my Employer to deduct from my salary each pay period, an amount equal to the current dues as established from time to time by the B.C. Government and Service Employees' Union, and any other amount pursuant to the Constitution as may be levied from time to time by the BCGEU, and to pay the sum(s) described to the BCGEU.

Employee's Signature

Date

Employee's Name (please print)

FA/181
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opeiu 378

**LETTER OF UNDERSTANDING #1
PERFORMANCE PAY AT TOP OF SCALE**

Effective July 1, 2005.

The Parties agree that employees who are at Step 5 of the Salary Scale for no less than twelve (12) months prior to the commencement of the next Performance Pay Plan, shall be eligible to receive a lump sum payment in each year during the term of the Collective Agreement through the Performance Pay Plan, should such a plan be in effect within Vancity.

The Performance Pay Plan will be presented to the Union each year prior to implementation, to provide the Union with an opportunity to respond to the design, implementation, or amendment of this plan.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Dave Mowatt, CEO, Vancity

Pat Hughes, Bargaining Committee Chair

Ken Fuller, Regional Director, Sales and Service

Louise Cook, Bargaining Committee

Lorri Lochrie, Compensation Manager, Human Resources

Beverly Collison, Bargaining Committee

Jacqueline Ogilvie, Director, Administrative Services, Credit and Operations

Nancy Gillis, Regional Coordinator

Teresa Shepherd, Human Resources Business Consultant

Leah Squance, Staff Representative

Frances King, Manager, Human Resources Business Consulting & Recruitment

Signed this _____ day of _____, 2005.

LETTER OF UNDERSTANDING #2
Re: Vacation Pay for Part-time Employees

Vancity agrees to offer part-time employees the option of receiving vacation pay with each pay cheque OR accruing their vacation pay. The option of vacation pay accrual will be made to part-time employees each January. In the event an employee opts to accrue vacation pay, he/she can request payment of accrued vacation pay once a year. Such request must be made in writing to the Payroll Department, at least ten (10) working days prior to the requested payroll date. The balance of accrued vacation pay for the year will be paid to the employee at the end of each year.

**SIGNED ON BEHALF OF
THE UNION:**

George Heyman, President

Pat Hughes, Bargaining Committee Chair

Louise Cook, Bargaining Committee

Beverly Collison, Bargaining Committee

Nancy Gillis, Regional Coordinator

Leah Squance, Staff Representative

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Dave Mowatt, CEO, Vancity

Ken Fuller, Regional Director, Sales and Service

Lorri Lochrie, Compensation Manager, Human Resources

Jacqueline Ogilvie, Director, Administrative Services, Credit and Operations

Teresa Shepherd, Human Resources Business Consultant

Frances King, Manager, Human Resources Business Consulting & Recruitment

Signed this _____ day of _____, 2005.

**LETTER OF UNDERSTANDING #3
Re: Vancity Policies**

The Parties agree that:

- (a) Vancity policies apply to bargaining unit employees except where the policy conflicts with the 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 Vancity 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

Dave Mowatt, CEO, Vancity

Pat Hughes, Bargaining Committee Chair

Ken Fuller, Regional Director, Sales and Service

Louise Cook, Bargaining Committee

Lorri Lochrie, Compensation Manager, Human Resources

Beverly Collison, Bargaining Committee

Jacqueline Ogilvie, Director, Administrative Services, Credit and Operations

Nancy Gillis, Regional Coordinator

Teresa Shepherd, Human Resources Business Consultant

Leah Squance, Staff Representative

Frances King, Manager, Human Resources Business Consulting & Recruitment

Signed this _____ day of _____, 2005.

LETTER OF UNDERSTANDING #4
Re: Red-Circled Employees

The Parties agree that the following two employees who are red-circled shall receive a lump sum payment equivalent to any negotiated wage schedule increase for the term of the Collective Agreement.

Judy MacDonald
Laura Haug

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Dave Mowatt, CEO, Vancity

Pat Hughes, Bargaining Committee Chair

Ken Fuller, Regional Director, Sales and Service

Louise Cook, Bargaining Committee

Lorri Lochrie, Compensation Manager, Human Resources

Beverly Collison, Bargaining Committee

Jacqueline Ogilvie, Director, Administrative Services, Credit and Operations

Nancy Gillis, Regional Coordinator

Teresa Shepherd, Human Resources Business Consultant

Leah Squance, Staff Representative

Frances King, Manager, Human Resources Business Consulting & Recruitment

Signed this _____ day of _____, 2005.

LETTER OF UNDERSTANDING #5

2.7 Union Insignia

In the absence of agreement between the parties on the design of a Union insignia for use at Vancity, the parties agree that the decal "*B.C.'s Union*" shall be used in the interim.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Dave Mowatt, CEO, Vancity

Pat Hughes, Bargaining Committee Chair

Ken Fuller, Regional Director, Sales and Service

Louise Cook, Bargaining Committee

Lorri Lochrie, Compensation Manager, Human Resources

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Jacqueline Ogilvie, Director, Administrative Services, Credit and Operations

Nancy Gillis, Regional Coordinator

Teresa Shepherd, Human Resources Business Consultant

Leah Squance, Staff Representative

Frances King, Manager, Human Resources Business Consulting & Recruitment

Signed this _____ day of _____, 2005.