COLLECTIVE AGREEMENT

between

VAN TEL / SAFEWAY CREDIT UNION
and
Canadian Office and Professional Employees’ Union, Local 15

Effective: July 1, 2005 to Expiry: December 31, 2008
# COLLECTIVE AGREEMENT

**BETWEEN: VAN-TEL / SAFEWAY CREDIT UNION**

**AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 15**

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*Effective: July 1, 2005 to December 31, 2008*
ARTICLE 1 – PURPOSE

Section 1  The purpose of this Agreement is to maintain a harmonious relationship between the Credit Union, its members, and the employees, to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Credit Union and employees and in recognition whereof, the Parties hereto covenant and agree as follows:

Section 2  Neither the Union nor the Credit Union in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off, discharge or otherwise because of race, colour, creed, national origin, age, or marital status.

ARTICLE 2 – UNION SECURITY AND RECOGNITION

Section 1  This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the Labour Relations Code and shall be binding on the Credit Union and the Union and their respective successors and assigns.

Section 2  The Credit Union agrees that as a condition of employment all employees who are members of the Union shall remain members of the Union, and those employees who are not members of the Union shall pay a sum equal to Union dues. This Section shall apply only to those employees covered by this collective Agreement.

Section 3  The Credit Union further agrees that all new employees hired subsequent to the effective date of this Agreement shall as a condition of employment within thirty (30) days from the date of employment, become and remain members of the Union.

Section 4  Upon written authorization from the employee, the Credit Union agrees to deduct Union initiation fees, dues and assessments from the wages of each employee and to transmit the monies so collected to the Union, once monthly, together with a list of employees from whom such deductions have been made.
ARTICLE 3 – UNION REPRESENTATION

Section 1  The Credit Union shall recognize the Office Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Office Steward(s) for carrying out the duties proper to that position. The Union shall inform the Credit Union of the names of the Office Steward(s).

Section 2  The Office Steward(s) may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay. The Steward(s) will obtain permission from their immediate supervisor before leaving their immediate area for such purposes and such permission will not be unreasonably denied.

ARTICLE 4 – THE RIGHTS OF THE CREDIT UNION

Section 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 fulfill its commitments and responsibilities, to maintain and to enhance public reputation and confidence and to direct its employees to achieve the Employer’s objectives subject to the provisions of this Agreement and the right of the Union or employee to grieve, as provided in Articles 18 and 19.

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

Statutory Powers

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

Direction of Office Staff

Actual direction of the office staff will be under authority delegated by the Board of Directors to the CEO who, in turn, may delegate any portion of these duties and authority to others in a supervisory capacity. (Either management or non-management).

Exercise of Management Rights

This 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 - DEFINITION OF EMPLOYEES

Section 1  (a) Probationary Period — All new employees in Group 1, Group 2 and the Trainee group, except temporary employees, will be considered probationary for the first sixty (60) days of employment. After sixty (60) working days employment, an employee will become regular. All new employees in Groups 3, 4, 5, 6 and 7, except temporary employees, will be considered probationary for the first one hundred and twenty working (120) days of employment. After one hundred and twenty (120) working days of employment, an employee will become regular. Temporary employees attaining regular status shall have their temporary period of employment included in the probationary period. A temporary employee who attains regular status in a different position have only the time spent in th new position counted towards completion of their probationary period.

(b) During the probation period, the Employer is to assess the employee’s suitability for regular employment and may during this period, discharge the employee for the reason that he/she is unsuitable for continued employment with the Employer, subject to his/her right to grieve.

Section 2  Full-time Regular — An employee hired to work on a full-time basis in a regular continuing position.

Section 3  Part-time regular — An employee hired to work regular hours or days on a continuing basis but who works less than the normal working hours in a month.

Section 4  Temporary — An employee hired for a specific period not exceeding three (3) months’ duration, except when extended by mutual agreement between the Union and the Credit Union. A temporary employee attaining regular status will have rights under this Agreement which are based on length of service or seniority dated from the start of continuous employment.

Section 5  Casual — Casual employees shall be those who are hired for extra emergency help that may be required from time to time. An emergency arises when other employees are not available to maintain expected services levels.

ARTICLE 6 – HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

Section 1  (a) The basic work day for full-time employees shall be seven and one half (7½) hours between the hours of 7:00 a.m. and 7:00 p.m., and the basic work week shall be any consecutive thirty-five (35) hours Monday to Saturday inclusive.

The Credit Union will give sixty (60) days’ notice of intent to change shifts that require a different start or finish time. Selections for the new shifts will be offered first to volunteer applicants who meet the job requirements. In the event no qualified volunteers apply the positions will be filled on the basis of seniority with the most junior qualified employee(s) placed in the position.
(b) In scheduling a six (6) day operation the Credit Union will provide, as far as possible, a schedule of hours so that regular full-time employees, in addition to receiving their Sunday off, will receive an additional day off per week immediately prior to, or immediately following the Sunday - that is to say, either Saturday or Monday.

(c) It is agreed that the determination of the starting time of daily and weekly work schedules shall be made by the Credit Union and such schedules may be changed by the Credit Union from time to time to suit varying conditions of business. In the event of a permanent change in existing hours of work or shifts, the Credit Union agrees to give at least fifteen (15) days' notice of any change.

Section 2 A lunch period of up to one (1) hour will be provided and taken within the three (3) hours in the middle of the regular working day. Precise time to be arranged by the Employer.

Section 3 Two (2) relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be provided without loss of pay. The rest period on Saturdays shall be twenty (20) minutes. Precise time to be scheduled by the Employer. (Rest periods to be programmed as near as possible during mid-morning and mid-afternoon hours of work).

Section 4 Overtime Premiums — All overtime must be approved by Management first and will be given at the applicable rate in either pay or equivalent time off. All time worked before or after the regularly established working day or in excess of seven and one-half (7 ½) hours per day, Monday to Saturday, shall be considered overtime and be paid for at 150% of the employee's prorated hourly rate for the first two (2) hours and 200% of the employee's prorated hourly rate thereafter.

Section 5 All time worked on Sunday and/or a normal day off or a Statutory Holiday under Article 7, shall be considered as overtime and paid at the rate of 200% of the employee's prorated hourly rate.

Section 6 An employee requested to work overtime beyond the regular work day shall be allowed a one-half (½) hour paid meal period at the regular prorated hourly rate of pay, provided such overtime is in excess of two (2) hours' work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed.

Section 7 An employee called back to work and who reports for such work after completing a regular day's work, or from a regular day off shall be paid overtime rates for a minimum of two (2) hours or for time worked, whichever is greater. Travel time to and from the employee's residence will be considered as time worked.

Section 8 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.

Section 9 Overtime established to be entirely due to the employee's own incapacity shall be on the employee's own time.
Section 10 Employees who work overtime may take time off in lieu of overtime pay but such
time off must be taken at a time mutually agreed upon with the Employer.
If overtime is banked to be taken as paid time off, all overtime must be cleared by
year end or the accumulation will be paid out as overtime pay at that point as
accrued under Section 4 above.

Section 11 Training —The Employer will be allowed to schedule a total of forty-two (42)
hours per year for the purposes of training, at applicable overtime rates. Training
to be scheduled in blocks of time of up to two hours (2) either prior to the
commencement of a regularly scheduled shift (no earlier than 7:00 a.m.) or at the
completion of a regularly scheduled shift (no later than 7:00 p.m.). A maximum
of six (6) hours may be scheduled in any week.
The employee shall receive at least fifteen (15) days' advance notice and the
employee may elect to receive pay or paid time off, to be taken within ninety (90)
days of the date of training. Time may be accumulated to the equivalent of one
(1) day at which time the day must be taken within ninety (90) days of reaching
the accumulated day.

ARTICLE 7 – STATUTORY HOLIDAYS

Section 1 (a) The Employer agrees to provide all full-time employees with the following
statutory holidays, without loss of pay:

<table>
<thead>
<tr>
<th>New Years Day</th>
<th>Good Friday</th>
<th>Labour Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Victoria Day</td>
<td>Easter Monday</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Remembrance Day</td>
<td>Canada Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Boxing Day</td>
<td>BC Day</td>
<td></td>
</tr>
</tbody>
</table>

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

(b) Seniority will govern when more than the allowable number of employees
request the same day off work, giving due consideration to the requirement
of efficient operation.

(c) Floating Holiday -- In addition to the holidays stipulated in clause (a) above,
upon completion of one (1) year's service, an employee will be entitled to
one (1) paid extra holiday in each year of service thereafter. This will be
known as a "floating" holiday to be taken at a time mutually agreeable to
the Employer and the employee. Should the Federal or Provincial
Governments establish Heritage Day as a holiday the entitlement to a
floating holiday will cease.
Section 2 In the event that any of the holidays in Section 1(a) occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

ARTICLE 8 – ANNUAL VACATION AND SUPPLEMENTARY VACATIONS

Section 1 (a) The vacation year shall be January 1st to December 31st.
(b) Vacation shall be taken in the year in which it is being earned subject to the provisions of Section 6 of this Article.

Section 2 Regular full-time employees shall receive paid vacations in accordance with the following entitlements.

(a) During his/her first year of employment, an employee shall earn a paid vacation entitlement of one and a quarter (1 1/4) working days for each month or major portion of a month worked, up to a maximum of fifteen (15) days. If an employee leaves prior to becoming entitled to fifteen (15) days' vacation, the pay shall be at four percent (4%) of gross earnings.

NOTE: Any employee commencing employment between January 1 and June 30 shall be given credit as the first vacation year. Those commencing employment as of July 1 or later shall have their first vacation year start January 1 following the employee's date of hire.

(b) An employee must complete six (6) months' service before being allowed to take a vacation. If the service is completed in the first (1st) vacation year, the employee may carry over part of his/her vacation accrual to the second (2nd) vacation year but the amount carried over shall not exceed five (5) days. Employees who start service on July 1st or later shall take their first vacation year accrual in the second vacation year of service.

(c) Each employee who completes one (1) vacation year shall receive three (3) weeks' paid vacation. Pay for such vacation shall be at the employee's current salary or six percent (6%) of gross earnings for the period in which vacation was earned, whichever is greater.

(d) Each employee who completes five (5) vacation years shall receive four (4) weeks' paid vacation. Pay for such vacation shall be at the employee's current salary or eight percent (8%) of gross earnings for the period in which vacation was earned, whichever is greater.

(e) Each employee who completes ten (10) vacation years shall receive five (5) weeks' paid vacation. Pay for such vacation shall be at the employee's current salary or ten percent (10%) of gross earnings for the period in which vacation was earned, whichever is greater.

(f) Each employee who completes twenty (20) vacation years shall receive six (6) weeks' paid vacation. Pay for such vacation shall be at the employee's current salary or twelve percent (12%) of gross earnings for the period in which vacation was earned, whichever is greater.

(g) Effective January 1, 2004, each employee who completes twenty-five (25) vacation years shall receive seven (7) weeks paid vacation. Pay for such vacation shall be at the employee's current salary or fourteen percent...
(14%) of gross earnings for the period in which vacation was earned, whichever is greater.

Section 3
Part-time regular employees shall receive the same number of weeks of vacation as a full-time regular employee with the same amount of vacation years service. Part-time vacation pay to be two percent (2%) per week of entitlement.

Section 4
The Employer shall post a vacation list by January 15th each year. Not later than March 31, the Employer shall notify employees whether or not the vacation periods selected are approved. Any selections made thereafter, will not be by seniority but on a first come first served basis and taken at a time mutually agreed between the Employer and the employee. All employees shall make their final selection by May 31, in each calendar year.

Section 5
Employees shall select their vacation periods within their respective departments in order of seniority until all employees in the department have selected one (1) period. Subsequently, all employees in the department who have chosen to take their vacations in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen subject to the following:

(a) The periods are a minimum of one (1) full week or multiples of one full week.

(b) Employees shall select their vacation periods in order of seniority as defined in this Agreement, however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacations on two (2) separate periods shall select the second period in order of seniority. If an employee is granted and takes a vacation prior to March 31, such selection shall not be counted as a selection i.e. first (1), second (2), third (3) selection.

(c) Scheduling of vacations shall be subject to departmental requirements. Employees will indicate their preference for vacation periods on the basis of seniority within the department and the employee’s preference will not be unreasonably withheld, subject to sufficient staff coverage within each department for the continuation of member services.

(d) Regular part-time employees shall select vacation time after regular full-time selection.

(e) Vacations which are booked in the peak vacation period of June 15 to September 15 shall be limited to a maximum of two (2) weeks on a first selection basis and must be booked in the period between January 1 and February 28 and confirmed by the Employer by March 31. Additional time will be available beyond two (2) weeks if approved.

(f) Commencing the first working day of November in each year, for vacation requests during that and subsequent days will be granted by seniority on each individual day. This is for time being requested between January 1 and March 31st. Time approved and taken in this period shall not be counted a vacation selection under Article 8, Section 5.
Section 6  Should an employee use vacation in excess of the amount earned, the employee shall sign an authorization permitting the Employer to recover pay for unearned vacation should the employee terminate prior to the end of the vacation year.

Section 7  Employees shall be permitted to bank up to a maximum of five (5) working days vacation.

Section 8  Supplementary Vacation Plan

(a) After completing ten (10) or more years of continuous service with the Employer, an employee shall, in addition to the regular vacation to which he/she is entitled, become eligible to receive a supplementary vacation with pay each five (5) years', as set forth below.

<table>
<thead>
<tr>
<th>Years of Completed Continuous Service</th>
<th>Weeks of Supplementary Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>After ten</td>
<td>One</td>
</tr>
<tr>
<td>After fifteen</td>
<td>Two</td>
</tr>
<tr>
<td>After twenty</td>
<td>One</td>
</tr>
<tr>
<td>After twenty-five</td>
<td>One</td>
</tr>
</tbody>
</table>

(b) The supplementary vacation may be taken in conjunction with the regular vacation to which the employee is entitled, provided such regular vacation is not scheduled to be taken during the months of July and August, in which event the supplementary vacation shall be taken at a time to be agreed upon by the Employer and the employee.

(c) The supplementary vacation must be taken within five (5) years of having become entitled to such supplementary vacation provided for in paragraph (a) above.

(d) One (1) week’s supplementary vacation pay shall be equal to one (1) week’s salary of the employee’s regular job at the time the vacation is taken.

(e) Supplementary vacation may be taken in the year in which it is earned.

Section 9  Should an employee on annual or supplementary vacation suffer an illness or injury which results in the employee being hospitalized and/or incapacitated to the extent that they are unable to work, upon notice to the Employer, within a reasonable period of time, the balance of the employee’s booked vacation time will be cancelled. The employee is responsible to provide appropriate medical documentation to the Employer to substantiate the request.

ARTICLE 9 – LEAVE OF ABSENCE

Section 1  Union Business — Leave of absence without pay will be granted to employees for the purpose of attending to Union business providing the Credit Union’s work requirements will allow for such leave. The Union will request such leave by giving the Credit Union at least two (2) weeks’ notice.
Section 2  Bereavement Leave — In case of death in the immediate family of the employee, i.e. father, mother, husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, grandparents, great grandparents and * common-law spouse, an employee may be granted compassionate leave of up to four (4) days with pay. Such leave of absence will not be charged against paid sick leave or annual vacation entitlement. If an extended period of time is needed for bereavement leave, an employee may use his/her banked overtime or request an unpaid leave of absence with approval from his/her manager. *After one (1) year’s co-habitation.

Section 3  Special Leave Without Pay — An employee may be granted leave of absence without pay, for personal reasons upon written application. It is understood that such leave shall not interfere with the operation of the department concerned. Leave of absence without pay will only be considered provided that all vacation entitlement and accrued days in lieu of statutory holidays and accrued overtime have been taken. The employee is also responsible to make a commitment to the Employer that they can and will fulfill their regular employment responsibilities at the time of return unless an exception is made, in writing, by the Employer. It is understood that under certain circumstances the requirement to take paid time off will be waived.

Section 4  Jury Duty — Employees who are required by law to serve as jurors or witnesses in any court shall be granted leave of absence with pay for this purpose. The employee concerned shall deposit with the Credit Union any pay received for such service, other than expenses, and shall render an accounting of amounts received together with proof of service.

Section 5  Maternity/Parental Leave — Leave of absence without pay in case of maternity/parental leave shall be granted in accordance with the "Employment Standards Act." Such leave will not affect sick leave entitlements or seniority.

Section 6  Doctors/Dentists Appointments — Where a full-time regular employee is required to attend a doctors or dentists appointment in the immediate area during working hours the attendance at such appointment shall be without loss of pay. All employees shall make all reasonable efforts to schedule such appointments outside of working hours. (immediate area is deemed to be in the Lower Mainland)

ARTICLE 10 – SICK LEAVE, WELFARE PLAN, GROUP INSURANCE & DENTAL PLAN

Section 1  Sick Leave
The following sick leave provisions will apply on a non-retroactive basis:

Short Term Disability Plan
(a) Full-time regular and part-time regular employees who are on the benefit plans who are unable to work because of illness shall receive pay on the following basis:
(i) During the ten (10) working days’ waiting period to become eligible for Salary Insurance and Disability Leave - full salary paid by the Employer.

(ii) Upon becoming eligible for Salary Insurance, an employee shall receive two-thirds (2/3) salary from the Insurance Plan for the duration of the illness or injury in accordance with the provisions of the Plans. It is the responsibility of the employee to complete and file the necessary application forms to receive payment. This is a disability insurance benefit payable for loss of earnings due to inability to work because of sickness or accident providing the employee is under the full-time care of a qualified medical doctor.

(iii) During the illness or disability covered by the Salary Insurance Plan, the Employer will pay the employee the difference between the amount paid by the Salary Insurance Plan up to eighty (80%) percent of the employee’s regular salary for the following periods of time in relation to service with the Employer.

<table>
<thead>
<tr>
<th>Service</th>
<th>Period of Salary Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>After completion of the probationary period and up to two (2) years</td>
<td>Ten (10) working days</td>
</tr>
<tr>
<td>Over two (2) years but less than three (3) years</td>
<td>Thirty-five (35) working days</td>
</tr>
<tr>
<td>Over three (3) years but less than four (4) years</td>
<td>Fifty-five (55) working days</td>
</tr>
<tr>
<td>Over four (4) years</td>
<td>Eighty (80) working days</td>
</tr>
</tbody>
</table>

(iv) Reimbursement of expenses incurred through third party liability, damage, shall be reimbursed through signed subrogation agreements, the insurance carrier to confirm requirement to sign to collect wage indemnity.

(v) Employees who are denied insurance benefits or who do not apply for insurance benefits as above required must repay any salary paid by the Employer during the waiting period or, alternatively, can elect to have such paid days deducted from their Incidental Sick Leave Bank, if any.

Section 2 Incidental Sick Leave

Regular full-time employees on the payroll as of January 1st of each year shall be credited with an advance of twelve (12) sick days for use that year. In addition to indemnity for illness which prevents the employees from working the sick days may be used for family responsibility leave up to three (3) full days or five (5) half days for emergencies for children or other family members residing in the home where no one else is capable of caring for these family members.
Any unused sick days at the end of the calendar year shall not be carried over to a subsequent year.
Part-time employees and employees hired after January 1st of each year shall be credited with sick days on a pro-rata basis.
Where employees are credited with twelve (12) sick days on January 1st and have unused sick days at December 31st of that year, then they shall be paid out as follows:

<table>
<thead>
<tr>
<th>0 sick days used</th>
<th>Three (3) days' pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 sick day used</td>
<td>Two (2) days' pay</td>
</tr>
<tr>
<td>2 sick days used</td>
<td>One (1) days' pay</td>
</tr>
</tbody>
</table>

For the Calendar year 2006, the payout formula shall be:

<table>
<thead>
<tr>
<th>0 sick days used</th>
<th>One and one-half (1.5) days' pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 sick day used</td>
<td>One (1) days' pay</td>
</tr>
<tr>
<td>2 sick days used</td>
<td>One-half (.5) days' pay</td>
</tr>
</tbody>
</table>

**Section 3**
In all cases the employee upon request of the Employer shall provide proof of illness or disability where a paid leave or sick day is claimed.
Any use of sick leave for purposes other than genuine illness or injury preventing an employee from work or for family responsibility leave shall subject the employee to discipline up to and including termination of employment.

**Section 4**
For the purposes of calendar year 2006, employees will be credited with sick days on a pro-rata basis, ie. one (1) day sick leave for the calendar months remaining in 2006.

**Section 5**
**Benefit Plans**
The following benefits shall be provided with no cost to the employees. The Employer shall provide brochures outlining the benefit coverages.
- Medical Plan – B.C. Medical
- Group Life
- Accidental Death & Dismemberment
- Salary Insurance
- Long Term Disability
- Dental Plan – Option III
- Extended Health Benefit Plan – Option #2

NOTE: Part-time regular employees applying for benefits coverage must qualify in accordance with the benefit plan requirements. Must work an average sixty (60) hours per month.

**Section 6**
Pension — The Employer shall provide to all regular employees an RRSP on the following basis:
- full-time and part-time regular employees, upon completion of one hundred and twenty (120) working days.
(a) The contribution rate paid by the Employer shall be nine and three quarters percent (9 3/4%) of the employee's gross earnings. The Employer contribution shall be increased to the following amounts as shown:

January 1, 2004  –  10%
January 1, 2005  –  10 1/4%

(b) Employees shall be entitled to use funds in their RRSP towards the purchase of a first home, in accordance with the rules and regulations provided for such by Canada Revenue Agency. Should an employee utilize this benefit and fail to repay the funds to his or her RRSP within the time required by Canada Revenue Agency Rules and Regulations, then the employee shall forfeit all entitlement to further contributions by the Employer to his or her RRSP until the outstanding balance taken from the RRSP has been fully repaid, at which time contributions shall commence again on a non-retroactive basis. This is in addition to any other penalties that may be required by Canada Revenue Agency Rules and Regulations.

Van Tel Safeway agrees to permit employees to participate in a RRSP Mutual/Ethical Fund administered by Credential Asset Management, and the Employer will contribute up to twenty-five dollars ($25.00) per annum for administrative costs. Employees may not withdraw any portion of their fund while an employee of Van Tel / Safeway Credit Union.

(c) Van Tel / Safeway Credit Union will allow the use of Educational Funds as provided for by Canada Revenue Agency.

ARTICLE 11 – SALARIES

Section 1 Employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix "A", which is part of this Agreement. The steps in the salary ranges are the minimum amounts to be paid an employee in accordance with Section 5 of this Article and shall not be construed to mean an employee may not be advanced to the next step in his/her salary range before having the required service.

Section 2 Job Descriptions — are written with the intent to set forth the general duties and requirements of the job and to indicate the level of skill required and shall not be construed as imposing any restriction on the right of the Employer to create a new job or to assign duties to employees other than those specifically mentioned in job descriptions, providing always that if the assignment of such duties changes the job content sufficiently to justify a review of the job rate, the Local Union shall be notified and a revised rate may be negotiated between the Parties. The effective date for the new rate shall be the date the job was submitted for review.

Section 3 When a new position is established or the duties of an existing position are significantly changed, the Employer shall set an interim salary and category for such position and notify the Union. The Union at its discretion may negotiate the salary and category and if agreement cannot be reached, the matter may be
Section 4  Promotional Increases — Upon promotion, an employee's salary will be at a step in the higher salary range which will ensure a minimum of fifty dollars ($50.00) per month increase.

Section 5  Salary Progression
(a) Except as provided in paragraph (b) following, employees shall progress to each such step in the salary range for their group in accordance with the service required to qualify for such step.
(b) An employee placed on a step in their salary range for their job group in accordance with the service (on being hired, or promoted in accordance with Section 4 of this Article) shall move to the next step in their salary range upon completion of the required service following such placement, subject to paragraph (c) of this Section.
(c) Advancement from one salary to another may be withheld due to inadequate performance under the following circumstances:
   - the employee has been counselled regarding inadequate performance following his/her last job service salary increase; and
   - notice of intent to withhold the next service salary increase is given to the employee and the Union twenty (20) working days 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.

Section 6  (a) An employee assigned to a higher job classification shall be paid at the higher rate as determined by Section 4 of this Article from the first day of such assignment.
   Where employees are involved in cross-training those employees shall be paid at the same rate of pay as their current salary. In the event that cross-training in any one position lasts beyond thirty (30) working days, in any one (1) calendar year, those employees shall be paid according to the higher classification for the number of days exceeding the first thirty (30) days.
(b) Employees assigned to temporary vacancies due to illness or vacations shall receive the higher rate of pay for each day of the higher assignment.
   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. The Parties may agree to change the job level and further, may agree to set a new salary level. In the event that the Parties are unable to reach agreement as to whether or not a new job level is warranted or having agreed on a new job level, the Parties are not able to agree upon a rate, either Party may refer the matter to arbitration as provided in Article 19 of this Agreement and the arbitrator shall decide if the added responsibilities are sufficient to change the job level and, if so, shall establish a salary level.

Section 7  A part-time employee who becomes full-time shall be placed on the salary range at a step consistent with his/her accumulated seniority as determined by Article
Section 8  Salary Policy on Recalls and Demotions

(a) Employees recalled to their former position or to a position having the same salary range shall receive the current rate for the step in the salary range which they held at the time of lay-off.

(b) Employees recalled who accept a position in a salary range which is lower than for their former position, shall be paid at a step in the salary range commensurate with their service at lay-off.

(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.

Section 9  Employees who, for reasons set out in Article 17 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 in which case the employee shall not receive salary increases until such time as the difference between the maximum for the range and their salary is removed.

Section 10  Merit consideration of up to three and one-half percent (3.5%) will be available to all staff on an annual review basis payable for performance above the competent level, provided the Credit Union meets minimum net annual income targets. During each of the years of this agreement the Credit Union must be able to transfer a minimum net annual income, determined and approved by the Board of Directors in the Annual Business Plan, to retained earnings after the merit consideration has been calculated.

ARTICLE 12 – JOB POSTING

Section 1  (a) Notice of job vacancies within the bargaining unit shall be posted on a bulletin board on the Employer's premises for at least three (3) working days. The notice shall indicate job title, category and salary, and a brief outline of the duties involved. A copy of the notice shall be given to the Chief Office Steward.

(b) An employee may bid on vacant positions which may involve a promotion, lateral transfer, or a lower classification. Late applications due to sickness, vacation, or other authorized leave of absence will be accepted, provided such application is received prior to the successful candidate being advised. In situations where late applications are submitted, the cause for the application being late must be indicated on the written application.

Section 2  (a) It shall be the intent of the Employer to fill job vacancies from within the bargaining unit providing employees who apply for positions have the required qualifications. Preference in selection shall be from full-time regular and part-time regular employees, in that order.

(b) All bids on posted job vacancies shall be in writing or on a form provided by the Employer.
Section 3

Selections for job vacancies shall be made on the basis of ability to do the job and seniority, in that order. In the event two (2) or more employees have similar abilities, the employee with the greatest seniority shall be selected.

Section 4

Employees promoted to a higher position through job posting shall be allowed a trial period of up to sixty (60) working days. Should they be considered unsuitable by the Employer during the trial period, they shall be returned to their former position or one of equal rank and shall be paid their former salary plus any service increment they may have been entitled to had they not been promoted. This period may be extended by mutual agreement between the Employer and the Union.

ARTICLE 13 – LAY-OFF AND RECALL

Section 1

Should the Employer decide to reduce the number of office staff, the employee with the least amount of seniority in a position shall be the first laid-off from that position. The employee may displace another employee in a position at the same or lower job level providing he/she has the qualifications to perform the job functions satisfactorily and has greater seniority than the employee to be displaced.

Section 2

Regular full-time employees shall be given notice and/or pay in lieu of notice as follows:
- after three (3) months' consecutive employment, one (1) week's pay
- after one (1) year, two (2) weeks' pay, and
- after three (3) years, three (3) weeks' pay, plus one (1) week's pay for each additional year of employment to a maximum of eight (8) years.

Section 3

A regular full-time 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.

Section 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.

Section 5

(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.

(b) An employee bypassed under the foregoing conditions shall be kept on the recall list for his/her remaining recall period.
ARTICLE 14 – SENIORITY

Section 1  Seniority shall mean length of continuous service, with the Employer and its predecessors.

Section 2  Except as provided in Section 3 following, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the unit for the purpose of determining seniority credit.

Section 3  An employee laid-off and placed on the recall list under Article 13, Section 3, will retain and continue to accumulate seniority during the period of lay-off.

Section 4  No seniority shall accrue for short terms of temporary work except where a temporary employee becomes a full-time regular employee without a break in service. In such cases, seniority shall start from the last date the employee started as a temporary employee.

Section 5  (a) An employee on approved leave of absence for the following reasons will continue to accrue seniority:

- Union Business – Article 9, Section 1
- Maternity/Parental Leave – Article 9, Section 5
- Sick Leave – Article 10

(b) Special Leave Without Pay — (i.e. Article 9 Section 3)
Seniority shall continue to accrue based on an employee's length of service at the time of taking the leave, i.e. probation to five (5) years’ service, shall accrue up to six (6) months. Five (5) or more years service, shall accrue up to twelve (12) months.

Section 6  Part-Time Regular Employees
Seniority for employees in this category shall be as follows:

(a) They shall be on a separate seniority list from regular full-time employees defined in Article 5, Section 2 of the Agreement.

(b) They shall accrue seniority on the basis of one (1) day for each day worked regardless of the number of hours worked in each day.

(c) Should a reduction in staff become necessary, part-time employees will not be allowed to exercise their seniority to displace a full-time regular employee.

(d) A part-time employee who becomes a full-time regular employee shall be placed at the bottom of the full-time regular employees seniority list effective the date of such change in status and shall accumulate seniority as a full-time regular employee from that date onward in accordance with the provisions of this Agreement.

Section 7  Seniority lists will be made available by the Credit Union at such times as may be required for the administration of this Agreement.
Section 8  Promotion Outside the Bargaining Unit — An employee accepting a promotion to a management position outside the bargaining unit shall retain their seniority date for a period of one hundred twenty (120) working days. An employee so promoted may return to their former position in the bargaining unit commensurate with their seniority providing it is done within the one hundred (120) working day period.

ARTICLE 15 – GENERAL

Section 1  Employees shall not be asked to make any written or verbal contract which may conflict with this Agreement.

Section 2  Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.

Section 3  No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Credit Union to any agency or person outside the bargaining unit or outsourced by way of contract employees.

Section 4  Picket Lines — It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of his/her duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Credit Union as soon as possible of the existence of such recognized picket lines.

Section 5  Bulletin Boards — Will be made available to the Union for the purpose of posting notices relating to meetings, dues, entertainment, health and safety, and general Union activities. All notices shall be submitted to the Credit Union before being posted. Approval shall not be withheld unreasonably by the Credit Union.

Section 6  During the term of this Agreement, the Credit Union agrees there shall be no lockout, and the Union agrees there shall be no slow-down, strike or other illegal stoppage of or interference with work.

Section 7  Employee Benefits

• Service Charge Benefit:
  Employees will be entitled to one (1) free chequing account (offered by Van Tel / Safeway) of their choice. Any sub-chequing accounts opened after September 15, 1997 will be subject to this monthly charge.

• Staff Personal Loans:
  The first twenty-five thousand ($25,000.00) dollars of staff personal loans shall be at the prescribed rate. The limit of these loans shall be subject to the standard Credit Union lending criteria.

• Staff Mortgage Loans:
  The first one hundred fifty thousand ($150,000.00) dollars of staff mortgage loans shall be at the prescribed rate. The limit of these loans shall be subject to the standard Credit Union lending criteria. Existing loans and mortgages granted prior to July 4, 2006 shall be honoured for the current term of the loan and mortgage and modifications of such loans and mortgages shall not be permitted.
An employee must have completed one (1) complete year's service with Van Tel / Safeway. Funds must be used for the purchase or renovation of the employee's principal residence, and not for recreational or revenue properties or other investments.

- **Staff Computer Loans**
  Once every three (3) years, employees will be entitled to interest-free loans to a maximum of $2500 to purchase computers and related hardware and software. This loan must be paid back within one year through payroll deduction. In the event an employee leaves before the loan has been paid off, the loan will revert to the current fixed rate.

Van Tel / Safeway will offer, subject to availability, small safe deposit boxes at half the member cost. Subject to availability employees may utilize larger boxes with the same monetary benefit as provided under a small box.

**Section 8 Training**

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

(b) When an employee requests a course on his/her own time, and it is approved in advance by the Employer, the Employer will reimburse one hundred percent (100%) of the cost of the course to the employee. The employee must provide proof of completion of the course. In the event that the course has not been completed or passed, then the employee must reimburse fifty percent (50%) of the cost of the course to the Employer. The employee will not be entitled to payment of overtime for study time related to the course.

(c) 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.

(d) Cross training will be provided by the Employer on the Employer's time to allow employees to move within the credit union. Cross training positions will be posted for a minimum of three (3) business days. Selection will be based on the seniority of applicants.

**ARTICLE 16 – DISCHARGE AND TERMINATION**

**Section 1**

(a) It is hereby agreed that the Credit Union has the right to discharge for just cause and notice or pay in lieu of notice may be given in the event of such discharge, at the Credit Union's option.

(b) **Work While on Leave** — An employee who undertakes remunerative employment while on sick leave or disability leave except approved employment that is a specific condition of such leave, is subject to immediate dismissal.

**Section 2**

If a regular employee is terminated, except as provided in Section 1 above, said employee shall receive notice immediately prior to the date of termination, or the equivalent in wages, in accordance with the Employment Standards Act. If notice is given immediately prior to the vacation period of any employee, such
employee shall receive pay in lieu of notice, at the employee's current salary, in
addition to vacation pay to which the employee is entitled, plus all other benefits.

Section 3
If upon joint investigation by the Union and the Credit Union, or by decision of an
arbitration pursuant to the terms of this Agreement, it shall be found that an
employee has been unjustly discharged, the affected employee shall be, subject
to the award of such arbitration or pursuant to the mutual findings of the Union
and the Credit Union, reinstated to his/her former position without any loss of
seniority or rank. Compensation for lost salary shall be as mutually agreed
between the Credit Union and the Union or as decided by arbitration.

ARTICLE 17 – TECHNOLOGICAL OR PROCEDURAL CHANGES

Section 1
The Credit Union will provide the Union with as much notice as possible of
intention to introduce automation, equipment or procedures which might result in
displacement or reduction of personnel or in changes of job classification.

Section 2
Wherever practical, employees becoming redundant due to new equipment or
procedures, shall be eligible for retraining to equip them for the operation of such
new equipment or procedure, or to qualify for new positions. Such retraining will
be provided by the Credit Union without cost and without loss of pay to the
affected employee(s).

Section 3
In cases where the retraining of employees is not practical, or where other
positions with the Credit Union are not available, the employee(s) shall elect for
termination of employment or shall elect to be placed on the recall list. An
employee on recall under this section, shall receive all the benefits he had
accrued during employment at the end of the recall period or at such earlier time
as he may elect to terminate.

Section 4
Severance pay as provided for in Article 20, Section 2, shall be due and payable
to a displaced employee, immediately upon termination.

ARTICLE 18 – GRIEVANCE PROCEDURE

Section 1
"Grievance" means any difference or dispute concerning the interpretation,
application, administration or alleged violation of this collective Agreement,
whether between the Credit Union and any employee or employees bound by
this collective Agreement or between the Credit Union and the Union.
Complaints — The Parties agree that a grievance may not be processed unless
the employee concerned has given a reasonable opportunity for the immediate
supervisor (excluded from the bargaining unit) or the supervisor’s designated
representative if the supervisor is not available, to adjust matters which may be
the subject of complaint. The employee may request the presence of an Office
Steward.

Section 2
Grievances or complaints shall be settled in the following manner:
(a) If the employee has a complaint against the Credit Union, it shall be referred
to as a grievance and the procedure for settlement shall commence with
Step 1.
(b) If the Credit Union or the Union has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 3.

(c) **Step 1:** The employee involved shall first take up the grievance with the supervisor directly in charge of the work within five (5) working days of the circumstances giving rise to the grievance. The employee shall be accompanied by an Office Steward or Representative of the Union.

**Step 2:** If the grievance is not satisfactorily settled at Step 1, the employee and Chief Steward or Representative shall submit the grievance, in writing, to the manager, within the next five (5) working days.

**Step 3:** If a satisfactory settlement is not reached at Step 2, the grievance shall be referred within the next ten (10) working days, to the Representative(s) of the Union and the Representative(s) of the Credit Union. Failing settlement within a further ten (10) working days of receipt of notice, the dispute shall be referred to arbitration, as set forth in Article 19.

**Section 3**

(a) The time limits set forth in this Article may be extended by mutual agreement between the Union and the Credit Union.

(b) **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 reinstituted.

**ARTICLE 19 – ARBITRATION**

**Section 1** **Single Arbitrator** — As an alternate procedure to Article 19, Sections 1, 2 and 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 Article 19, Section 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 Article 19, Section 1 above, may be given by either Party.

**Section 2** **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. 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 19 of this Agreement.

**Section 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.
ARTICLE 20 – SEVERANCE PAY

Section 1  Employees who are laid off or terminated will be entitled to severance pay at termination or during the recall period. The amount of severance pay shall be one (1) week per year of service up to five (5) years. Two (2) weeks per year of service thereafter to a maximum of fifty-two (52) weeks.

Section 2  Severance pay shall be paid to employees 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 per year of service up to five (5) years. Two (2) weeks per year of service thereafter to a maximum of fifty-two (52) weeks.

ARTICLE 21 – DURATION

Section 1  This Agreement will be in full force and effect on and after the 1st day of July 2005 to and including the 31st day of December 2008 and shall automatically be renewed from year to year thereafter, unless either Party serves written notice of termination upon the other Party hereto, at least sixty (60) days prior to the 31st day of December, or sixty (60) days prior to the 31st day of December in any year subsequent thereto.

Section 2  It is mutually agreed by the Parties to exclude from this Agreement the operation of Sections 50(2) and 50(3) of the Labour Relations Code.

Date Signed: October 1, 2006

Signed on behalf of the Credit Union

Signed on behalf of the Union

E&OE
APPENDIX "A"

JOB CLASSIFICATIONS AND WAGE RATES — EFFECTIVE JULY 1st, 2005

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CALCULATION OF HOURLY RATES — MONTHLY SALARY X 12 + 1820 hours

*PART TIME REGULAR EMPLOYEES — Hourly rate of pay shall be calculated by applying the above formula to the job group salary steps shown below and then increasing the result by six percent (6%) during probation and ten percent (10%) thereafter to compensate for Statutory Holiday pay and in lieu of the benefits set out in Article 10. This will be reduced to six percent (6%) if the employee takes the benefit package.

Part-time employees shall move through the salary scales based on the required accumulation of days, six (6) months = one hundred (100) days, twelve (12) months = two hundred (200) days, etc.

New employees for sixty (60) working days.

TRAINEE RATE — For first sixty (60) working days, then to appropriate Group.

Financial Service Representative, Group 3 to Group 4, when job requirements are satisfied.

E&OE

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Van Tel / Safeway Credit Union
## APPENDIX "A"

### JOB CLASSIFICATIONS AND WAGE RATES — EFFECTIVE JULY 1st, 2006

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### CALCULATION OF HOURLY RATES — MONTHLY SALARY X 12 + 1820 hours

*PART TIME REGULAR EMPLOYEES* — Hourly rate of pay shall be calculated by applying the above formula to the job group salary steps shown below and then increasing the result by six percent (6%) during probation and ten percent (10%) thereafter to compensate for Statutory Holiday pay and in lieu of the benefits set out in Article 10. This will be reduced to six percent (6%) if the employee takes the benefit package.

Part-time employees shall move through the salary scales based on the required accumulation of days, six (6) months = one hundred (100) days, twelve (12) months = two hundred (200) days, etc.

**New employees for sixty (60) working days.**

TRAINEE RATE — For first sixty (60) working days, then to appropriate Group.

Financial Service Representative, Group 3 to Group 4, when job requirements are satisfied.

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*E&OE*

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### APPENDIX "A"

**JOB CLASSIFICATIONS AND WAGE RATES — EFFECTIVE JULY 1st, 2007**

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**E&OE**

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Van Tel / Safeway Credit Union
LETTER OF UNDERSTANDING #1

BETWEEN: VAN-TEL / SAFEWAY CREDIT UNION

AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES’ UNION, LOCAL 15

ARTICLE 2 – UNION SECURITY & RECOGNITION

Union to provide letter outlining procedure and application of the Sections herein.

ARTICLE 12

Section 3 Seniority Applicant Issue for Posted Positions

It is understood between the Employer and the Union that ability is defined as skill, talent or aptitude to learn and do the job at a competent level within a reasonable period of time for the position. "Competent level" and "reasonable period of time" would be based on industry norms. This is subject to the basic qualification requirements as defined in the job description for the position.

Prior training or experience on the position, although valuable, will not be used as the definition of ability. Although prior training or experience can be part of the process of judging ability, it is not ability in itself.

Every Employer wants to have the best possible people in every position in order to provide the best service to its customer. However, if two employees applied for a position and the junior employee had more ability as well as prior training and experience but the senior employee had the ability to do the job competently and the qualifications for the position, we would give the senior employee the opportunity to prove that they can do the job competently.

This would not restrict the Employer from utilizing pre-trained or experienced junior employees for emergency relief for temporary periods of time in order to maintain the expected service levels to our members.

.../2
GENERAL

Job Descriptions

New job descriptions for all positions in the Credit Union shall be made available by the Employer, and where required, may be dealt with under Article 11 Section 2.

SIGNED ON BEHALF OF THE CREDIT UNION  SIGNED ON BEHALF OF THE UNION

Sheila Morrison — Secretary-Treasurer

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