

**COLLECTIVE AGREEMENT**

**Between**

**KHALSA CREDIT UNION**

**and**

**CAW LOCAL 3000**



JANUARY 1, 2007 – DECEMBER 31, 2009

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## **ARTICLE 1 - INTRODUCTION**

### **1.01 PURPOSE OF THIS COLLECTIVE AGREEMENT**

- (a) The purpose of this Collective Agreement is to maintain harmonious relationships between Khalsa Credit Union (the Employer), its employees and National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), Local 3000 (the Union). This Collective Agreement defines clearly employment status, hours of work, rates of pay, conditions of employment, management rights, employee rights, Union rights, provides methods for proactive communication between the Parties and processes for settling grievances which may from time to time arise.
- (b) The Parties recognize that Khalsa Credit Union is engaged in providing vital financial services through a closed bond association to members of the Sikh community. There is an obligation on Khalsa Credit Union, its employees and CAW -Canada for the continuous, efficient performance of these services to Credit Union members during and within the terms of the Collective Agreement.
- (c) Each Party assumes responsibility for the administration of the Collective Agreement in a manner that recognizes their own and each other's respective rights and responsibilities while promoting the mutual interests of both Khalsa Credit Union and its employees. The Parties recognize that all efforts are based on having a teamwork approach, working in partnership between Khalsa Credit Union, its employees and CAW -Local 3000 representatives. The Parties acknowledge the changing nature of providing credit union financial services and recognizes that the relationship of the Parties will change, mature and grow as we work together.

### **1.02 FUTURE LEGISLATION**

In the event that any future legislation renders null and void or materially alters any provisions of this Collective Agreement, the Parties shall negotiate a mutually agreeable provision to be substituted for the provisions so affected at the earliest possible opportunity.

### **1.03 CONFLICT WITH ACTS AND REGULATIONS**

It is recognized that the Employer is regulated by and is required to adhere to the Credit Union Incorporation Act of British Columbia, the Financial Institutions Act of British Columbia, the Company Act of British Columbia and the respective regulations tied to each Act. If there is any conflict between this Collective Agreement and any of these Acts or regulations or any other legislation or regulations, the parties shall negotiate a mutually agreeable provision to be

substituted for the provision that is null and void, at the earliest possible opportunity.

## **ARTICLE 2 - UNION RECOGNITION**

### **2.01 EXCLUSIVE BARGAINING AGENT**

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees covered by the certification issued on May 16th, 2000 by the Labour Relations Board of British Columbia as modified by Section 2.05 of this Collective Agreement.
- (b) The term "employee" as used in and for purposes of this Collective Agreement shall include all employees of the Employer who are covered by the certification, or are subsequently covered by the Certification.

### **2.02 PERFORMANCE OF BARGAINING UNIT WORK**

- (a) Employees whose regular job that is not in the bargaining unit shall not perform bargaining unit work, except:
  - (i) For the purposes of training and education of new employees, or employees who have been advanced to new positions, or employees who are receiving cross training and remedial training.
  - (ii) Where an unexpected situation has arisen that requires a non-bargaining unit employee to perform bargaining unit work in order to resolve the unexpected situation.
  - (iii) To cover off for rest and lunch periods where required.
  - (iv) For practical and efficient operation of the Credit Union, practices in place at the time of certification shall continue.
- (b) Where a situation arises that requires a non-bargaining unit employee, to perform bargaining unit work that is not spelled out above, the Employer shall explain the situation to a Union Representative. The Union shall not oppose such action unreasonably.

### **2.03 EXCLUDED POSITIONS**

The following positions are excluded from the certification and are not covered by this Collective Agreement:

- Chief Executive Officer
- Chief Operating Officer
- Chief Financial Officer

- Confidential Executive Secretary
- Branch Managers
- Manager of Internal Controls

## **2.04 SERVICES, PRODUCTS PRODUCED UNDER FAIR LABOUR CONDITIONS**

The Employer, when practical, will use services, products and other materials necessary to the proper functioning of its establishment, manufactured and produced under condition that are environmentally sensitive and under fair labour conditions.

## **2.05 TIME OFF FOR UNION BUSINESS**

- (a) As operational requirements permit, time off without pay and without loss of seniority shall be granted:
  - (i) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (ii) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their work area;
  - (iii) to employees called by the Union to appear as witnesses before an arbitration hearing or the Labour Relations Board.
- (b) For renewal of the collective agreement the Employer will permit up to two (2) employees who are representatives of the Union on the bargaining committee to attend meeting of the bargaining committee without loss of pay for up to ten (10) days each. No overtime will be paid.
- (c) To facilitate the administration of this clause, the time off shall be given with current pay and the Union shall reimburse the Employer on receipt of an invoice for the salary and benefit costs, including any travel time and costs incurred.

## **2.06 NO OTHER AGREEMENTS**

No employee covered by this Collective Agreement shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions of employment, which would vary or directly conflict with the terms and conditions of employment contained herein, other than as required by Legislation and Regulations.

## **2.07 CORRESPONDENCE**

- (a) Correspondence or any notice to be given by one Party to the other shall be mailed or delivered by hand as follows:

- (i) In the event of correspondence to Khalsa Credit Union:

Khalsa Credit Union Attn: Human Resources  
305 -8788 -120th Street  
Surrey, BC V3W 3N6

A copy will be forwarded to the appropriate Branch Manager.

- (ii) In the event of correspondence to CAW-Canada:

CAW-Canada, Local 3000 Attn: Local Representative  
1st Floor, 326 -12th Street  
New Westminster, BC V3M 4H6

A copy will be forwarded to the appropriate Shop Steward.

- (iii) For convenience, where mutually agreed, a notice may be faxed or E-mailed to the other Party with the original to follow by regular mail.

## **2.08 SHOP STEWARDS**

- (a) Up to seven (7) stewards, two (2) for Victoria branch and one (1) for each Lower Mainland branch or location, each of whom has completed his/her probationary period shall be recognized by the Employer. In the absence of one of the stewards, the next geographically closest steward will substitute. Only one (1) of the shop stewards shall act at anyone time on a specific grievance or issue. Where a Steward is required to substitute in a different geographic area to carry out Union duties, the Employer shall pay travel time and expenses (CCRA deduction limit rate for automobile allowances) to carry out such duties. The Union will advise the Employer in writing of the names of the shop stewards and any changes in stewards.
- (b) All new employees will be introduced to the Shop Steward, when available during the first day of employment during a mutually convenient time. The Steward will be given fifteen (15) minutes to orient the new employee to Union membership, provide a copy of the Collective Agreement, and explain the employee's obligations to the Employer and the Union.
- (c) Stewards may take reasonable time during working hours to investigate and process a grievance or confer with a Union Representative without loss of pay. Stewards will obtain permission from their immediate Supervisor in advance. Such permission will not be unreasonably withheld. Where practical for the Steward, such issues may be investigated outside of working hours.

- (d) The Employer agrees that there will be no discrimination against an employee who is carrying out the duties of a Shop Steward, complying with the terms and conditions of this Collective Agreement and the Labour Relations Code of British Columbia.

## **2.09 UNION ACCESS TO INFORMATION**

- (a) The Employer will give access to a Bargaining Unit employee's Personnel File to the employee or to a duly authorized Union Representative for whom the employee has consented in writing that the Employer may provide access to Information in the employee's File.
- (b) Requests for Access to an employee's Personnel File shall be made in writing and scheduled at a mutually convenient time.
- (c) The employee Personnel File and its contents cannot be removed from the office and a Management Representative of the Employer shall be present at all times.

## **2.10 BULLETIN BOARD**

The Employer shall provide a bulletin board on the premises for purposes of posting official Union Notices that may be of interest to Union members. Such notice boards shall be located in a place visible only to employees. All materials shall be posted only upon the authority of the shop stewards.

## **2.11 LEGAL PICKET LINE**

The Employer shall not discipline an employee for honouring a Legal Picket Line recognized by the Union. The Union shall notify the Employer as soon as possible of the existence of such recognized Picket Line. Further, where the Picket Line in question does not involve a dispute between the Union and the Employer, the Union shall attempt to minimize disruptions to the Employer's business.

# **ARTICLE 3 - UNION SECURITY**

## **3.01 CHECK-OFF: PROCESS AND PROCEDURE**

- (a) The Employer shall distribute a written authorization form to new employees upon their hire, as set out in Appendix A.
- (b) On receipt of signed employee authorization, the Employer shall deduct initiation fees, Union dues, fees and assessments from the wages of each employee on the following pay period.

- (c) The Employer shall forward such monies deducted to the Local Union Secretary- Treasurer together with an itemized statement of what deductions were taken from which employee by the fifteenth (15th) of the month following the deduction.
- (d) The Employer agrees to show on each employee's Income Tax Earnings and Deductions report, the amount of Union charges deducted.

### **3.02 MEMBERSHIP**

- (a) All employees of the bargaining unit on May 16, 2000, the date of certification are or shall become members of CAW -Canada.
- (b) All employees hired into the bargaining unit subsequent to the date of certification shall become members of the Union upon commencing their first day of employment. Any members to be excluded from the bargaining Unit shall be by mutual agreement between the parties and spelled out in Article 2.03 of this agreement, or by Letter of Understanding should such exclusion be agreed to during the life of this Agreement.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

### **4.01 MANAGEMENT RIGHTS**

The Union recognizes the right of the Employer to manage and operate the business and direct the employees subject to the provisions of this Collective Agreement.

### **4.02 DELEGATION OF AUTHORITY**

Actual direction of the office and branch staff will be under the authority of the Chief Executive Officer, who, in turn, may delegate any portion of these duties and authority to others in management and/or supervisory capacity.

## **ARTICLE 5 - NO DISCRIMINATION OR HARASSMENT**

### **5.01 NO DISCRIMINATION**

Neither the Union nor the Employer shall discriminate because of a person's religion, race, colour, ancestry, place of origin, political belief, marital status, family status, physical or mental disability, sex, sexual orientation, age or criminal or summary conviction unrelated to the persons employment subject to bona fide occupational requirements. It is recognized that the Employer is a closed religious bond Credit Union where staff shall mirror the community it serves.

## **5.02 NO HARASSMENT**

The Union and the Employer recognize their responsibility to provide and maintain a work environment of mutual respect, which recognizes the personal rights of all employees to work free from harassment, including sexual harassment.

## **5.03 SEXUAL HARASSMENT**

- (a) Sexual harassment means conduct or comments of a sexual nature that are unwelcome, and that detrimentally affect the work environment or lead to adverse job-related consequences.
- (b) Sexual harassment includes, but is not limited to, such things as:
  - a compromising invitation with sexual overtones or sexual comment;
  - unwanted touching;
  - unwelcome sexual flirtations, advances or propositions;
  - sexually suggestive, obscene or degrading comments or gestures;
  - offensive jokes of a sexual nature; leering or staring;
  - displaying or circulating pictures or other material of a sexual nature;
  - unwelcome questions or remarks about a person's sex life, appearance, clothing, etc.

## **5.04 CONFIDENTIALITY**

Given the sensitivity of these matters, the Employer and the Union shall preserve confidentiality throughout the complaint procedure process.

## **5.05 COMPLAINT PROCEDURE**

- (a) An employee should take prompt steps to clearly tell the person that the comments and/or behaviour are not welcome and clearly ask the person to stop.
- (b) A formal written complaint, where initiated, must be filed within thirty (30) calendar days of the alleged occurrence to the branch manager or head office manager, as appropriate.

- (c) Within two (2) working days of receiving the complaint, the Manager shall notify local Staff Representative in writing that a complaint has been received and provide the names of the complainant and the respondent.
- (d) The complainant shall have the right to be reassigned pending disposition of the complaint, if he/she requests a reassignment.
- (e) The respondent shall have the right to receive a copy of the allegations and to be given a reasonable opportunity to respond to them.
- (f) The Employer shall do its best to conclude the investigation of any such complaint within ten (10) working days of receiving it, unless an extension of the investigation period is mutually agreed upon with the Union.
- (g) Both the complainant and the respondent (if a member of the bargaining unit) shall be advised of their right to have a shop steward present with them during all meetings convened during the course of the investigation. The Union agrees that both the complainant and the respondent shall have the right to independent representation.
- (h) The complainant, the respondent, the local Staff Representative shall be provided with a summary of the findings, recommendations and/or action(s) to be taken.
- (i) If a complaint is found to have merit, the Employer will take decisive, suitable action, which may include discipline.
- (j) Where the complainant or the respondent is not satisfied with the disposition of the matter, he/she may initiate a grievance at Step 3 of the grievance procedure outlined in Article 20 of this Collective Agreement.
- (k) Where a grievance is initiated, the Union shall provide to the Employer the facts on which it relies for advancing the grievance.

#### **5.06 EFFECT OF RAISING A COMPLAINT**

- (a) No employee shall be subject to reprisal, threat of reprisal or discipline as a result of raising a harassment complaint in good faith.
- (b) Where a complaint is determined to be frivolous, vindictive or not in good faith, the Employer will take appropriate action, which may include discipline.

## **ARTICLE 6 - DEFINITION OF EMPLOYEES**

### **6.01 PROBATIONARY EMPLOYEE**

- (a) The probationary period for regular employees who are Tellers, MSRs, Member Service Coordinators and Accounting Assistants shall be 450 hours or four (4) months, whichever occurs first from the date of hire. The probationary period for casual employees who are Tellers, MSRs, Member Service Coordinators and Accounting Assistants shall be 450 hours or six (6) months, whichever occurs first. The probationary period for Loans Officers, Assistant Managers, the Manager of Loans and Collections and Senior Loans Officer shall be six (6) months. The Employer shall provide orientation and training for all employees. The Employer will also provide performance feedback on a regular basis to the probationary employee regarding the employee's progress towards successfully completing the probationary period.
- (b) During the probationary period, the Employer will assess the employee's suitability for continued employment and during this period may discharge an employee for reason that he/she is unsuitable for continued employment.

### **6.02 REGULAR FULL-TIME EMPLOYEE**

An employee hired to work on a regular full-time basis that has completed his/her probationary period.

### **6.03 REGULAR PART-TIME EMPLOYEE**

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 that has completed his/her probationary period.

### **6.04 TEMPORARY EMPLOYEE**

- (a) An employee that, at the start of employment has been informed, in writing that the nature of his/her employment is temporary.

Temporary employment shall be for a specific project or a specific period of time not exceeding ninety (90) working days duration except for temporary employees in temporary vacancies created under Articles 13.06 (Maternity and Parental leave), 13.04 (Sick Leave), 13.05 (Leave for Union Business) or when extended by mutual agreement between the CAW-Canada and Khalsa Credit Union. Such agreements shall be in writing.

- (b) A temporary employee reclassified to regular status without a break in employment will have seniority based from the first date of the last period

of temporary employment. Breaks of thirty (30) calendar days or less between temporary employment shall not be considered a break in employment.

#### **6.05 CASUAL EMPLOYEE**

- (a) A casual employee shall be defined as an employee who works on an on-call basis to meet staffing needs in cases which include, but are not limited to, unexpected emergencies, unscheduled and scheduled staffing vacancies and peak business periods. A casual employee will not be employed to do work that a regular part-time employee wants, is available to do and is qualified to perform.
- (b) If a casual employee does not accept any calls for casual work during any three (3) consecutive months, without the written prior approval of management, the employee will be considered to have resigned at the end of the third consecutive month.

### **ARTICLE 7 - SENIORITY**

#### **7.01 SENIORITY DEFINED**

Seniority is defined as the length of continuous service with the Employer, as calculated from the first day of employment.

#### **7.02 SENIORITY CANCELLED**

Seniority shall be cancelled if the employee:

- (a) voluntarily leaves the employment of the Employer;
- (b) is discharged for just and reasonable cause and not reinstated under the terms of the Collective Agreement;
- (c) is recalled to work and does not report to work as provided in Article 8.04 (c) of this Collective Agreement;
- (d) has not been recalled within eighteen (18) months of being laid-off.

#### **7.03 SENIORITY LISTS**

The Employer will maintain a list of all bargaining unit employees covered by this Collective Agreement. Said list will commence with the most senior employee, and carry on downward to the most junior employee. The Employer agrees to provide the Union with a revised seniority list at least twice per year or as required.

## **ARTICLE 8 - LAYOFF, BUMPING AND RECALL**

### **8.01 NOTICE OF LAYOFF**

In the event of layoff, the Employer shall give one (1) week per year of service to a maximum of eight (8) weeks with a minimum of two (2) weeks notice or pay in lieu thereof to regular employees who have completed their probationary period.

### **8.02 LAYOFF**

An employee who is given notice of layoff may choose to exercise his/her rights as follows:

- (a) exercise his/her seniority to bump another employee in the same classification who has less seniority;
- (b) exercise his/her seniority to bump another employee in a lower classification who has less seniority provided that he/she has the present skills and ability to do the job;
- (c) accept the layoff, with recall as specified in Article 8.04
- (d) terminate his/her employment immediately or at any time during the recall period.

### **8.03 BUMPING**

- (a) Bumping can only occur following the Employer giving notice of layoff to one or more employees.
- (b) An employee who is bumped may choose to exercise his/her rights as follows:
  - (i) An employee who is bumped may bump another employee in the same classification who has less seniority.
  - (ii) An employee who is bumped, may bump another employee in a lower classification who has less seniority provided he/she has the present skills and ability to do the job.
  - (iii) Accept the layoff, with recall as specified in Article 8.04
  - (iv) Terminate his/her employment immediately or at any time during the recall period.

- (c) An employee who has bumped into a lower classification as per Article 8.02(b) or 8.03(b)(ii) shall have the right to return to his/her previously held classification for twenty-four (24) months from the date of layoff.

#### **8.04 RECALL**

- (a) The Employer shall maintain a recall list by seniority of all laid off employees. The Employer agrees to provide the Union with an updated recall list, as requested.
- (b) Laid off employees shall be recalled in reverse order of their layoff by seniority.
- (c) Employees shall be notified of recall by telephone or by registered mail. An employee being recalled must return to work within five (5) days, except in the case of illness or injury. The Employer shall have the right to make alternate arrangements until the recalled employee is ready to return to work.
- (d) Employees who are recalled to a lower classification must have the present skills and abilities to perform the duties of the job to which they are recalled.
- (e) An employee recalled into a lower classification as per Article 8.04(b) shall have the right to decline the recall into the lower classification and retain his/her recall rights or accept the recall. An employee who has accepted a recall into a lower classification shall have the right to return to his/her previously held classification for twenty-four (24) months from the date of his/her layoff.

#### **8.05 AVOIDANCE OF LAYOFF THROUGH REDISTRIBUTION OF THE AVAILABLE WORK**

The Employer and the Union may confer and mutually agree upon a plan for the equitable distribution of available work in order to avoid the layoff. Such agreements shall be in writing.

### **ARTICLE 9 - JOB POSTINGS AND JOB AWARDS**

#### **9.01 JOB POSTINGS**

- (a) Job Postings for positions within the bargaining unit and postings for new jobs added to the bargaining unit, including temporary vacancies of thirty (30) days and more shall be posted at all Branches and locations for not less than five (5) working days.

- (b) The Employer will not unreasonably delay posting a vacancy.
- (c) The shop stewards shall receive a copy of all job postings.
- (d) All applications for posted jobs shall be in writing.

## **9.02 JOB POSTING DETAIL**

- (a) The posting shall contain the following information:
  - (i) The date of the posting
  - (ii) The job classification
  - (iii) Location
  - (iv) A general outline of duties and responsibilities
  - (v) The anticipated hours of work
  - (vi) The anticipated shifts to be worked
  - (vii) The applicable rate(s) of pay
  - (viii) The expiry date of the posting
- (b) If a vacancy occurs without advance notice to the Employer, the Employer may fill the vacancy from among employees qualified to perform part or all of the tasks of the job while the job posting and selection procedure is completed.

## **9.03 SELECTION PROCESS**

- (a) The Employer shall fill job vacancies within sixty (60) calendar days of the vacancy occurring from within the bargaining unit providing those employees who apply for positions have the required ability, skills and qualifications.
- (b) Selection for job vacancies shall be made on the basis of ability, skills, qualifications and seniority.
- (c) In the event that two (2) or more employees have similar ability, skills and qualifications, the employee with the greatest seniority shall be selected.
- (d) Where the senior applicant is not selected, he/she shall upon request, be given written reasons for such a decision.
- (e) Where a grievance arises as a result of a job posting award, it shall be dealt with in accordance with the grievance procedures, Article 20.
- (f) In the event a vacancy occurs in a classification, the Employer agrees that the senior applicant in the same classification who has completed his/her probationary and trial period, and is not in the classification temporarily shall be the successful applicant.

#### **9.04 TRIAL PERIOD**

- (a) Employees awarded jobs in accordance with this provision are subject to a trial period of sixty (60) days worked.
- (b) Should, during the trial period, an employee be considered unsuitable, the employee shall return to his/her former job or one of equal rank with all of their rights and seniority as if no change in job had occurred.
- (c) Should, during the trial period, an employee determine that he/she does not want to continue in the job and advise management accordingly, the employee shall return to his/her former job as if no change in job had occurred as soon as a replacement candidate is available but in no case, more than sixty (60) days from the date that the employee notifies the Employer of their decision to return to their former position.

#### **9.05 CROSS TRAINING**

- (a) The Parties recognize the importance of cross training to ensure that employees are properly trained for backup and promotions. The Employer will cross train employees on the basis of ability and seniority. In the event of reasonably equal ability, the employee with the greater seniority shall be cross trained first.
- (b) Where an employee has received cross training in a calendar year, he/she may only be cross trained in another position during the same year by mutual agreement of the Parties.
- (c) An employee must have demonstrated ability, skills and qualifications in his/her present position before being eligible to be cross trained in another position.

#### **9.06 AWARDED JOB POSTED**

A copy of the awarded job shall be posted on the bulletin board within five (5) days of the award and a copy shall be forwarded to the Union.

### **ARTICLE 10 - HOURS OF WORK**

#### **10.01 STANDARD DAY SHIFT**

- (a) The standard day shift shall be scheduled between the hours of 7:30 am and 9:00 pm.
- (b) A scheduled standard day shift shall be not less than four (4) hours and not greater than eight (8) hours, excluding the lunch break.

- (c) Such hours per day to be worked consecutively, broken only by the lunch break.
- (d) During an emergency, employees may be required to work longer hours, in which case overtime provisions may apply.

## **10.02 STANDARD WORK WEEK**

The standard work week for full-time regular employees shall consist of five (5) consecutive days.

## **10.03 PERMANENT CHANGE IN SCHEDULED HOURS**

The Employer may, upon fourteen (14) days notice to the employee and steward, permanently change the normally scheduled starting and finishing times of shifts required by the Employer, provided that those hours remain within the "standards days shift" as defined in 10.01.

## **10.04 REST PERIODS**

Employees scheduled for seven (7) hours and more are entitled to two (2) paid fifteen (15) minute rest periods. Employees scheduled for less than a seven (7) hour shift are entitled to one (1) fifteen (15) minute paid rest period.

## **10.05 LUNCH BREAK**

All employees working five (5) or more hours are entitled to an unpaid lunch break of not less than one-half (1/2) hour but not exceeding one (1) hour.

## **10.06 OVERTIME REQUIREMENTS**

- (a) When overtime is required, it shall be approved in advance by management.
- (b) In each branch or location, the most senior, qualified employee shall have first choice for the overtime work and may decline the overtime on a seniority basis provided there are other qualified employees available to perform the work. In such case, the junior employee(s) qualified to do the work cannot decline to work overtime.

## **10.07 ALTERNATE HOURS AND DAYS OF WORK**

- (a) Notwithstanding Article 10.01, employees may request that their scheduled hours and days of work may be altered as mutually agreed.
- (b) Any such agreements will be in writing.

- (c) In the event of a change in alternate hours or days, the provisions of Article 10.01(b) shall apply.

#### **10.08 OVERTIME PREMIUMS**

- (a) Overtime at the rate of time and one-half (1 ½) times a regular full time employee's rate of pay shall be paid for the first two (2) hours in excess of the scheduled shift and for the first eight (8) hours in excess of thirty-seven and one-half (37 ½) hours in a week.
- (b) Overtime shall be compensated in fifteen (15) minute increments, however, an employee shall not be entitled to any compensation for a period of less than fifteen (15) minutes per day.
- (c) A regular full-time employee requested to work in excess of two (2) hours overtime a day or in excess of forty-five and one-half (45 ½) hours per week shall be paid double time (2X).
- (d) Casual and regular part-time employees shall get paid one and one-half (1 ½) times their regular rate of pay after the regular scheduled number of hours for a full-time employee to be worked that day or thirty-seven and one-half (37 ½) hours in a week and double time (2X) after two (2) hours beyond the regular scheduled number of hours to be worked that day.
- (e) For purposes of calculating weekly overtime, only the first seven and one-half (7 ½) hours worked by an employee in each day are counted, no matter how long the employee works on each day of the week.
- (f) An employee requested to work in excess of two (2) hours overtime in a day shall be paid one-half (1/2) hours straight time meal break.
- (g) An employee requested to work in excess of two (2) hours overtime in a day shall be given a meal allowance of twelve dollars (\$12.00) for that day.
- (h) An employee who works on a scheduled day of rest, shall be paid a minimum of four hours at the applicable overtime rate.
- (i) There shall be no compounding or pyramiding of overtime rates.

#### **10.09 BANKING TIME**

- (a) Hours worked as overtime will be paid out on the next regular pay day or, at the request of the employee, may be banked with banked vacation, outlined in Article 12.04 to a maximum of one hundred and fifty (150) hours.

- (b) Any banked time must be taken at a time mutually agreed upon by the Employer.

#### **10.10 AGM, ELECTION DAY AND SPECIAL OCCASIONS**

- (a) The Parties agree that on Sunday Board of Directors' election day, all regular employees will be required to work. All employees working on a Sunday for a Board of Directors' Election Day shall be paid a flat rate of forty dollars (\$40.00) per hour. Issues regarding Election Day may be referred to the Liason Committee.
- (b) For the Annual General Meeting and special occasions, the process will be as follows:
  - (i) The Employer will specify the number of regular employees required.
  - (ii) Volunteers will be requested.
  - (iii) Where more than the required number of regular employees volunteer, selection shall be made on the basis of seniority.
  - (iv) Where less than the required number of regular employees volunteer, the junior regular employee cannot decline.
  - (v) Overtime premiums specified in Article 10.08 will apply as appropriate.

#### **10.11 CALL BACK RATE**

An employee who is called back to work after having completed his/her regular day's work shall be paid the greater of two (2) hours or actual time worked at the employee's appropriate rate.

### **ARTICLE 11 - STATUTORY AND GENERAL HOLIDAYS**

#### **11.01 STATUTORY HOLIDAYS AND ELIGIBILITY**

- (a) The Employer agrees to provide all employees with the following statutory holidays as a day off without loss of pay:

New Years Day	Canada Day	Thanksgiving Day
Good Friday	BC Day	Remembrance Day
Victoria Day	Labour Day	Christmas Day

- (b) Any other day that may be stated as a legal holiday by the federal or provincial government shall be granted as a statutory holiday.

- (c) To qualify, an employee must have commenced employment at least thirty (30) calendar days prior to the statutory holiday.
- (d) Payment for statutory holidays will be the average of hours per day worked during the last two (2) pay periods.

#### **11.02 STATUTORY HOLIDAY WHEN ON VACATION**

In the event any of the Statutory Holidays listed in Article 11.01 occurs during the period of an employee's vacation, an additional full day of vacation with pay shall be allowed for each statutory holiday so occurring.

#### **11.03 PAY FOR WORK ON A STATUTORY HOLIDAY**

Employees who are required to work on a Statutory Holiday shall be paid at the rate of time and one-half (1-1/2) their regular hourly rate for all hours worked in addition to Statutory Holiday pay provided in Article 11.01.

#### **11.04 GENERAL HOLIDAYS**

- (a) The Employer will recognize the following general Sikh holidays as a day off without loss of pay:

Guru Nanak's Birthday  
Guru Gobind's Birthday  
Baisakhi Day

- (b) To qualify, an employee must have commenced employment at least thirty (30) calendar days prior to the general holiday.

#### **11.05 WHEN A STATUTORY HOLIDAY AND A GENERAL HOLIDAY FOLLOW ON THE SAME DAY**

When a General Holiday listed in Article 11.04 occurs on the same calendar day as a Canadian statutory holiday, an eligible employee will receive the Statutory Holiday with pay and an additional day off which will be added to vacation to be taken at a mutually convenient time.

#### **11.06 GENERAL HOLIDAY WHEN ON VACATION**

When a General Holiday listed in Article 11.04 occurs during the period of an employee's vacation, an additional full day of vacation with pay shall be allowed for each general holiday so occurring.

## **11.07 PAY FOR WORK ON A GENERAL HOLIDAY**

Employees who are required to work on a General Holiday listed in Article 11.04, they shall be paid at their regular hourly rate for all hours worked in addition to the General Holiday pay provided in Article 11.04.

## **ARTICLE 12 - ANNUAL VACATION**

### **12.01 ANNUAL VACATION AND PAY ENTITLEMENT**

All employees shall be entitled to a vacation during the year in which it is earned in accordance with the following schedule:

- (a) During the first (1st) to third (3rd) year of service, employees will earn vacation at the rate of point eight three (0.83) days for each complete calendar month of service to a maximum of ten (10) days.
- (b) During the fourth (4th) to eighth (8th) full years of service, employees will earn vacation at the rate of one point two five (1.25) days for each complete calendar month of service to a maximum of fifteen (15) days.
- (c) During the ninth (9th) to fourteenth (14th) year of service employees will earn vacation at the rate of one point six seven (1.67) days for each complete calendar month of service to a maximum of twenty (20) days.
- (d) During the fifteenth (15th) year of service and over, employees will earn vacation at the rate of two point zero eight (2.08) days for each complete calendar month of service to a maximum of twenty-five (25) days.
- (e) During the fourth (4th), ninth (9th), and fifteenth (15th) year, vacation will be prorated to the end of the respective year.

### **12.02 LONG SERVICE VACATION**

An employee who has completed the fifteenth (15th) of year of employment shall, in addition to the above schedule, be granted an additional ten (10) days vacation on a one-time basis. Such vacation shall be taken by the completion of the sixteenth (16th) year or it will be paid as a lump sum payment.

### **12.03 VACATION BANKING**

Employees with fifteen (15) days or more of vacation entitlement, shall be permitted to bank up to a maximum of one hundred fifty (150) hours of vacation and overtime, as outlined in Article 10.09. Such banked time shall be taken at a time that does not interfere with business operations. Requests will not be unreasonably withheld.

#### **12.04 VACATION PAY**

Vacation pay is based on the employee's normal rate of pay at the time the vacation is taken.

#### **12.05 VACATION ADVANCES**

Employees may request a payroll advance equivalent to the amount of the employee's regular pay during the vacation period. To obtain such an advance, the employee must provide a minimum of fourteen (14) days advance written notice of the request to the payroll administrator.

#### **12.06 VACATION PAY ON TERMINATION**

- (a) Where the employment of an employee terminates before he/she takes all of his/her annual vacation, vacation pay shall be paid within six (6) days of the last day worked.
- (b) Vacation pay shall be calculated at zero point four percent (0.4%) per day of vacation entitlement based on the employee's gross earnings for the period.
- (c) Should an employee's services terminate, any overpayment of vacation shall be deducted from his/her final pay. If insufficient funds are available, the employee shall reimburse the Employer for the overpayment received at the time of termination.

#### **12.07 VACATION SCHEDULING**

- (a) The Employer shall identify by January 31 of each year, any periods when employee vacations will not be permitted.
- (b) Employees will make vacation requests by February 15 of each year within the available vacation schedule.
- (c) The Employer reserves the right to limit the number of employees on vacation at any time. In the event of a conflict between vacation requests, the employee with the greater seniority shall have first choice for the vacation schedule. However, only one (1) vacation period may be selected by seniority until all employees have had the opportunity to select one (1) vacation period.
- (d) The Employer will approve or decline employee vacation schedule requests by March 1, of each year.
- (e) When a vacation schedule request is declined, the employee may select an alternate vacation period, subject to management approval.

- (f) Employee vacation requests made after February 15 will be approved or declined within one (1) week on an individual basis, subject to business imperatives.
- (g) Employees with more than one (1) year of service and less than five (5) years of service must schedule a minimum of five (5) consecutive days of vacation in each calendar year.
- (h) Employees with five (5) or more years of service must schedule a minimum of ten (10) consecutive days of vacation in each calendar year.
- (i) If an employee has not scheduled his/her annual vacation by September 15, the Employer will schedule five (5) consecutive work days vacation for the employee at a mutually agreeable time before the end of the calendar year.
- (j) Requests for banked time off of more than five ( 5) consecutive days shall be made at the same time as regular vacations are scheduled.
- (k) Requests for banked vacation will not be unreasonably denied.
- (l) If an employee accrues banked vacation in excess of the maximum allowable banked time, the Employer shall schedule vacation for him/her at a time convenient for the operations of the Employer and the convenience of the employee so the total banked time remains within the allowable limits.

## **ARTICLE 13 - LEAVES OF ABSENCE**

### **13.01 BEREAVEMENT LEAVE**

- (a) In the event of a death in the family, the Employer shall grant three (3) working days leave with pay. Additional leave without pay may be granted upon request. Such requests shall not be unreasonably denied.
- (b) Family is defined as the employee's spouse, common-law spouse, parents, brother, sister, mother-in-law, father-in-law, children, grandchildren, grand parents, stepchild, stepmother or stepfather.

### **13.02 COURT OR JURY DUTY**

- (a) The Employer shall grant paid leave at the employee's regular rate of pay to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided the employee is neither the plaintiff nor the defendant. No overtime will be paid.

- (b) An employee required in court for less than a full day shall report to work for the balance of his/her regular shift, provided two (2) or more hours of the regular shift remain to be worked.
- (c) Total hours on court or jury duty or as a witness and actual work on the job in one day shall not exceed normal scheduled hours of work, where both are done on the same day.
- (d) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travel and meal allowances.

### **13.03 COMPASSIONATE LEAVE**

- (a) The Employer may grant reasonable leave of absence for compassionate reasons. When granted, such leaves shall be with pay for the first day and without pay for the balance of the leave.
- (b) 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 two (2) days leave without loss of pay. Immediate family shall be defined in Article 13.01(b). When requesting this compassionate care leave the employee must provide a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within twenty-six (26) weeks.

### **13.04 SICK LEAVE**

- (a) Each regular full time employee is entitled to accumulate six point six seven (6.67) hours of sick leave per calendar month to a maximum of ten (10) days per calendar year.
- (b) Each eligible regular part-time employee will be entitled to one (1) paid sick day for each twenty-six (26) days worked.
- (c) An employee may bank unused sick time from previous years to a maximum of ten (10) days to be used if and when required.
- (d) Where an employee is unable to attend at work due to an illness or injury, he/she will be paid on the following basis for the waiting period for Short Term Disability benefits:
  - (i) Regular full-time employees will receive regular pay for up to ten (10) days, during the waiting period as defined in Article 13.04 (a).
  - (ii) Regular part-time employees will be paid their regular pay for the days they are normally scheduled to work during the waiting period

provided he/she is entitled to sick leave as defined in Article 13.04 (b).

- (e) The Employer may require a medical certificate as proof of the illness or injury .

### **13.05 LEAVE FOR UNION BUSINESS**

- (a) If an employee should be selected to serve the Union on a full-time basis, he/she shall be considered upon sufficient notification to be on leave of absence without pay or benefits for up to thirty-six (36) months.
- (b) The employee shall return to his/her former classification within thirty (30) days of completion of his/her employment with the Union.

### **13.06 MATERNITY AND PARENTAL LEAVE**

- (a) Employees who have completed their probationary period will be granted maternity and parental leaves in accordance with the provisions of the Employment Standards Act.
- (b) During a Maternity or Parental Leave, if an employee maintains benefits coverage, the Employer will continue to pay the Employer's share of benefits.
- (c) Mothers taking maternity and parental leave shall return to their former positions or a position of equal rank and pay not later than one year from the start of the leave.
- (d) Fathers or adoptive parents shall return to their former position or a position of equal rank and pay not later than thirty-seven (37) weeks from the start of the leave.
- (e) There shall be no loss of seniority as a result of a maternity or parental leave.
- (f) 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.

### **13.07 EDUCATIONAL LEAVE**

- (a) The Employer may grant a leave of absence, without pay to attend educational programs that will assist both the Employer and the employee.
- (b) Such leaves shall not exceed ten (10) calendar months.

- (c) During such leaves of absence, the employee shall be responsible to reimburse the Employer in advance for eligible benefits costs.
- (d) During such leaves of absence, the employee shall retain his/her seniority.
- (e) All Education Leave applications shall be in writing and indicate the course of study, dates of the course and the purpose for taking the program.
- (f) All approvals will be in writing.

### **13.08 PERSONAL LEAVE**

- (a) The Employer may grant leaves of absence without pay for up to six (6) months. In such cases, on return from a leave, the employee will be provided employment in the same or a comparable position.
- (b) During such leaves of absence, the employee shall be responsible to reimburse the Employer in advance for eligible benefits costs.
- (c) During such leaves of absence, the employee shall retain his/her seniority.
- (d) All leave applications, including the reasons for the request and approvals shall be in writing.

### **13.09 FAILURE TO RETURN FROM A LEAVE OF ABSENCE**

- (a) An employee planning to return to work shall advise the Employer in writing, not less than three (3) calendar weeks prior to his/her return to work of the intended date of return to work.
- (b) An employee shall be deemed to have terminated his/her employment when he/she fails to return from an authorized leave of absence without notice or reasonable cause.

## **ARTICLE 14 - NOTICE OF CLOSURE AND SEVERANCE**

### **14.01 NOTICE OF CLOSURE AND SEVERANCE**

- (a) The Employer agrees to give sixty (60) calendar days written notice of closure of any branch or location to the Union and the employees affected by the closure. In the event that the Employer does not give sixty (60) calendar days notice, the Employer will pay severance equivalent to the balance of the notice period to any employee from the affected location that is terminated.
- (b) There shall be no compounding of notice and/or severance specified in this Article and that specified in Article 8.01 -Notice of Layoff.

## **ARTICLE 15 - HEALTH, SAFETY AND ENVIRONMENT**

### **15.01 STATUTORY COMPLIANCE**

The Workers' Compensation Act of British Columbia and Regulations shall be fully complied with.

### **15.02 IDENTIFICATION OF SAFETY ISSUES**

- (a) The Employer will maintain high standards of health and safety in the workplace.
- (b) Employees who encounter safety and/or health problems in the work place shall report these to their supervisor or the Manager.
- (c) The Supervisor or Manager shall deal with the problem in a timely manner.
- (d) Matters of other than a routine nature that are quickly corrected shall be referred to the Liaison committee.

### **15.03 HEALTH AND SAFETY COMMITTEE**

In compliance with WCB Regulations, there will be regular health and safety meetings and inspections in each branch and head office by the respective Manager or designate and a Union Steward. Minutes of the meeting will be kept. Employee concerns may be referred to the steward for discussion at the meeting. A report will be forwarded to the Liaison committee as a regular agenda item at each meeting.

### **15.04 INJURY AT WORK**

An employee who is injured on the job during working hours and is required to leave for treatment or who is sent home for such injury shall receive payment for the remainder of his/her regular day of work. The Employer shall bear the costs of any required transportation.

### **15.05 NO DISCIPLINE**

An employee who (is) acts in compliance with Section 3.12 (Refusal of unsafe work) of the BC Workers Compensation Board Regulations shall not be subject to disciplinary action.

### **15.06 VIDEO DISPLAY TERMINALS**

In the event that an employee who operates a VDT becomes pregnant, she shall not be required to operate such equipment against her will. In such

circumstances, she may take an unpaid leave of absence without loss of seniority. Entitlement to Maternity and Parental Leave, outlined in Article 13.06 of this Collective Agreement will not be affected.

### **15.07 NO SMOKING POLICY**

The Employer shall maintain a "No Smoking" Policy in the workplace.

## **ARTICLE 16 - LIAISON COMMITTEE**

### **16.01 MEMBERSHIP**

The Parties agree to establish a joint liaison committee made up of two members of the management team and two members of the bargaining unit. Each Party shall notify the other in writing of their committee representatives.

### **16.02 PURPOSE**

The purpose of the committee is to promote the cooperative resolution of workplace issues, to discuss and attempt to adapt to changes in the economy, to foster the development of work related skills, to promote workplace productivity and to monitor the integrity of the collective agreement. The committee will examine, discuss and make recommendations to the Parties on all matters of mutual interest such as, but not limited to the following:

- (a) Occupational health and safety
- (b) Planned changes and/or additions in Credit Union Operations
- (c) The creation of new job classifications
- (d) Job descriptions
- (e) Scheduling
- (f) Job Training Programs
- (g) Conflict resolution processes.

### **16.03 MEETINGS**

At the request of either Party, the Parties shall meet but not more than once per month unless more often by mutual agreement. The time, date, place and agenda of each meeting shall be scheduled recognizing Credit Union members' service needs.

### **16.04 MINUTES**

Minutes shall be taken at all meetings, copies distributed to the Parties and posted on the Union bulletin boards.

## **ARTICLE 17 - TECHNOLOGICAL CHANGE**

### **17.01 INTRODUCTION OF TECHNOLOGICAL CHANGE**

The Employer shall notify the Union with as much notice as possible, but not less than sixty (60) days notice of an intent to introduce technological change as described in the BC Labour Code that affects the terms, conditions or security of employment of a significant number of employees to whom this collective agreement applies.

### **17.02 PARTIES TO DISCUSS IMPACT**

After receipt of such notice, the Union and the Employer will meet to discuss what impact the technological change will have on job classifications, if any, and identify which employees might be affected.

### **17.03 RETRAINING**

Where an employee's position is eliminated due to technological change as defined in the Labour Relations Code of BC, affected employees shall be eligible for retraining to qualify for the operation of such new equipment or procedure or to qualify for new positions. Such training shall be provided by the Employer without cost or loss of pay to the affected employee(s) provided the employee has some aptitude or qualification for learning the new policy, practice, procedure or piece of equipment. The training must be successfully completed within the sixty (60) working day trial period.

### **17.04 EMPLOYEE OPTIONS**

An employee affected by the provisions of this article of the Collective Agreement and who is not retrained as set out above, shall have the right to:

- (a) Transfer to a vacant position at the same or lower salary range for which he/she is qualified to do;
- (b) Exercise his/her seniority rights in accordance with Article 8.02 (Layoff);
- (c) Be placed on a recall list in accordance with Article 8.04 (Recall); or
- (d) Claim severance pay in accordance with Article 8.01 (Notice of Layoff) of this Collective Agreement.

## **ARTICLE 18 - ROBBERY OR HOLD-UP**

### **18.01 COUNSELLING**

In the event of a robbery or hold-up, the Employer shall provide access to professional counselling to employees suffering from post-traumatic stress.

### **18.02 TIME OFF**

- (a) The Employer shall ensure that requests from employees for time off without loss of pay due to post-traumatic stress, resulting from direct involvement in a robbery or hold-up shall be granted for the balance of the day on which the incident occurred.
- (b) Additional time off, if required, shall be sick leave, paid pursuant to the provisions of Article 13.04 of this Collective Agreement.

## **ARTICLE 19 - DISCIPLINE**

### **19.01 JUST AND REASONABLE CAUSE**

The Employer has the right to discipline an employee for just and reasonable cause. Loss of personal bondability shall be considered just and reasonable cause. The Employer shall set out its written reasons for any discipline including those resulting in suspension or discharge of an employee.

### **19.02 SHOP STEWARD ATTENDANCE**

When receiving discipline that may become part of an employee's record, an employee shall have the right to have a shop steward in attendance. In the event the discipline involves a shop steward, the shop steward may request that a Union Staff Representative attend the meeting.

### **19.03 SIGNING OF WRITTEN DISCIPLINE**

Whenever an employee signs a discipline document pertaining to discipline, he/she does so only to acknowledge receipt of the document. Such signature does not constitute an employee's agreement to the discipline.

### **19.04 RECORDING OF COMPLAINTS**

No complaint shall be filed against an employee nor used against him/her at any time unless the said employee is advised accordingly in writing within ten (10) working days of the Employer becoming aware of the incident or occurrence giving rise to the complaint.

## **19.05 RIGHT TO GRIEVE DISCIPLINE**

All employee dismissals, suspensions and discipline may be grieved in accordance with the grievance procedures outlined in Article 20 of this Collective Agreement.

## **19.06 CANCELLATION OF RECORDED COMPLAINT OR DISCIPLINE**

Any complaint or discipline recorded against an employee shall automatically be cancelled and removed from the employee's file after twenty-four (24) months if no further written disciplinary action has occurred.

## **ARTICLE 20 - GRIEVANCE RESOLUTIONS**

### **20.01 PROCEDURE**

Any difference concerning the interpretation, application, administration, or alleged violation of the provisions of this Collective Agreement, shall be dealt with in the following manner:

(a) Step 1

The employee is encouraged to make an earnest effort to resolve the grievance directly with his/her immediate supervisor. At his/her option, the employee may be accompanied by a shop steward.

(b) Step 2

The employee concerned may, within ten (10) working days of knowledge of the incident, action or circumstances giving rise to the grievance, file a written grievance through the shop steward with his/her manager. The manager will respond within ten (10) working days of receiving the grievance, outlining in writing the Employer's position.

(c) Step 3

If a satisfactory resolution is not reached at Step 2, the grievance shall be referred to the Union staff representative and a management representative within the next ten (10) working days. The responding Party shall have ten (10) working days to advise the other Party in writing of the decision. If the grievance is not resolved either party may refer the grievance to binding arbitration, as outlined in Article 21 of the Collective Agreement.

## **20.02 DISCHARGE, SUSPENSION, GROUP, UNION OR POLICY GRIEVANCES**

Discharge, suspension, group, Union or management policy grievances shall be submitted at Step 3 of the grievance procedure.

## **20.03 GRIEVOR ATTENDANCE**

The grievor may elect to be present at any stage of the grievance procedure.

## **20.04 TECHNICAL ERROR OR OMISSION**

No technical error or omission will render a grievance inarbitrable.

## **20.05 TIME LIMITS**

The time limits set out in this grievance procedure must be followed or the grievance shall be deemed waived and abandoned. The time limits may be extended or waived only by mutual agreement, confirmed in writing between the Union and the Employer, specifying the grievance(s) affected.

## **ARTICLE 21 - ARBITRATION**

### **21.01 NOTICE**

Where a difference arising between the Parties regarding the interpretation, application or administration of this Collective Agreement including any question as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Collective Agreement has been violated, either party may, after exhausting the grievance procedure outlined in Article 20, notify the other Party within ten (10) working days of the receipt of the reply at Step 3, of its intent to submit the difference or allegation to binding arbitration. The notice shall set out the Party's question(s) to be arbitrated.

### **21.02 ARBITRATION PROCEDURE**

- (a) The parties agree to utilize the services of a single arbitrator. The Parties agree to utilize James Dorsey, Joan Gordon, Judy Korbin and Dave McPhillips on a rotational basis, subject to their availability within ninety (90) calendar days or such other person as the Parties mutually agree.
- (b) The Arbitrator shall hear the Parties, settle the terms of the question to be arbitrated, and make his/her award within fifteen (15) days from the date of the hearing. This time limit may be extended by mutual agreement of the Parties.
- (c) The decision of the Arbitrator shall be final and binding on both parties.

- (d) The Arbitrator shall not be vested with the power to change, modify, or alter any term of this Collective Agreement.
- (e) Each party shall pay their own costs and expenses of the Arbitration and one-half (½) the remuneration and expenses of the Arbitrator.

## **ARTICLE 22 - HEALTH AND BENEFITS**

### **22.01 ELIGIBILITY FOR BENEFITS**

- (a) All regular full-time employees shall be entitled to coverage for themselves and their dependants, pursuant to the terms and conditions of the Carrier, on the first day of the month following completion of the probationary period.
- (b) All regular part-time employees who consistently work more than sixty (60) hours per month shall be entitled to coverage for themselves and their dependants, pursuant to the terms and conditions of the Carrier on the first day of the month following completion of their probationary period.
- (c)
  - (i) A casual employee shall not be eligible for short term or long term disability benefits. A casual employee who has passed his/her probationary period and works a minimum of at least an average of fourteen (14) hours per week (sixty (60) hours per month) for three (3) consecutive months shall be entitled to other benefits for themselves and their dependents, pursuant to the terms and conditions of the Carrier, on the first day of the fourth consecutive month. In the event an employee works less than an average of fourteen (14) hours per week for two (2) consecutive months, the employee and her/his dependents shall be no longer eligible for benefits and must re-qualify, as above.
  - (ii) Casual employees who do not qualify for benefit coverage in (i) shall be paid two percent (2%) above the salary rate specified in Appendix B – Salary Grids.

### **22.02 BENEFIT PLANS**

- (a) Details of the following benefits, including the level and extent of benefits, qualifications for benefits and exclusions from benefits are contained in the respective policy documents as summarized in brochures provided by the Employer. In the case of any difference between the plan policy documents and the brochure, the plan policy documents will apply. The benefits package includes:
  - i) MSP

- ii) Accidental Death and Dismemberment Insurance
  - iii) Extended Health Care (including paid eye examination every 2 years and a paid eye examination every year for a child under 19 years of age)
  - iv) Short Term Disability
  - v) Long Term Disability Insurance
  - vi) Life Insurance
  - vii) Dental Care
  - viii) Employee and Family Assistance Program
- (b) Employee benefit premiums costs will be fully paid by the Employer.
  - (c) The Employer's obligation is limited solely to the payment of the plan premiums.

### **22.03 GROUP RRSP**

- (a) The Employer and the Union recognize the importance of assisting employees to responsibly financially plan for their retirement. Accordingly, this plan is intended to aid employees who have completed their probationary period to prepare for retirement.
- (b) All funds deposited to this group RRSP shall be vested immediately to the employee. The funds may not be used for any other purpose.
- (c) The employee shall have the option, semi-annually, to invest the employee and Employer previous year's RRSP contribution in any Khalsa fixed non-redeemable RRSP term deposit (excluding index-linked term deposits). If the employee does not exercise the option, the funds will continue to be invested in the RRSP Variable Savings-Khalsa rate.
- (d) The employee contribution will be six percent (6%) of the regular hourly rate.
- (e) A casual employee who has passed her/his probationary period and is regularly working more than sixty (60) hours per month for three (3) consecutive months shall be entitled to RRSP coverage on the first day of the fourth consecutive month. In the event that the casual employee works less than sixty (60) hours per month for two (2) consecutive months, she/he shall no longer be eligible for the RRSP and must re-qualify as above.
- (f) The Employer contribution will be seven percent (7%) of regular hourly rate.
- (g) The employee and the Employer contributions shall be made at the same time.

## **22.04 EMPLOYEE ACCOUNTS AND TRANSACTIONS**

- (a) Each employee will be provided one (1) staff account to which his/her wages are deposited, free of service charges.
- (b) An employee "staff" account will have no service charges on clearing items including Exchange ATM transactions, except interest on overdrafts or exceeded lines of credit.
- (c) Employees may purchase cash currency at the BC Central buying rate for personal vacation travel purposes.
- (d) Where and when available, employees may utilize a safety deposit box excluding an extra large, at no cost to the employee. An extra large safety deposit box will be available at a discount of fifty percent (50%) of the regular fee.

## **22.05 EMPLOYEE LOANS**

- (a) The Employer will make available loans to employees who have completed five (5) years or more of continuous service as follows:
  - (i) The Employer shall make available first mortgage loans at the Employer's posted rate less one point five percent (P-1.5%).
  - (ii) The Employer shall make available secured personal loans at posted rate less one point five percent (P-1.5%).
  - (iii) The Employer shall make available unsecured personal loans and lines of credit at posted rate less one percent (P-1.0%).
- (b) The Employer will make available loans to employees who have completed two (2) years but less than five (5) years of continuous service as follows:
  - (i) The Employer shall make available first mortgage loans at the Employer's posted rate less one percent (P-1.0%).
  - (ii) The Employer shall make available secured personal loans at posted rate less one percent (P-1.0%).
  - (iii) The Employer shall make available unsecured personal loans and lines of credit at posted rate less one-half percent (P-0.5%).
- (c) The Employer will make available loans to employees who have completed their probationary period but less than two (2) years of continuous service as follows:

- (i) The Employer shall make available first mortgage loans to a maximum of fifty thousand dollars (\$50,000) at the Employer's posted rate less one half percent (P-0.5%).
- (ii) The Employer shall make available secured personal loans to a maximum of five thousand dollars (\$5,000) at posted rate less one half percent (P-0.5%).
- (iii) The Employer shall make available unsecured loan to a maximum of five thousand dollars (\$5,000) at Prime less one quarter percent (P-0.25%).
- (d) All loans to employees shall be subject to the Credit Union's lending policies.
- (e) On termination of employment, rates will be adjusted to the posted rate in effect at the time the most recent time the loan was approved or renewed or the current posted rate, whichever is lower.
- (f) On termination of employment, the terms of the loan will remain open for payout in sixty (60) calendar days.

## **22.06 EDUCATIONAL REIMBURSEMENT**

- (a) Employees who have completed their probationary period are eligible to make application for education and training reimbursement for approved job related and career related courses.
- (b) All courses must be pre-approved by the Employer.
- (c) On approval, the employee will be advanced one hundred percent (100%) of the tuition, textbooks and examination costs.
- (d) If an employee drops out of the course prior to completion or fails the course, the employee shall reimburse the Employer one hundred percent (100%) of the cost of tuition, textbooks and examination costs.
- (e) If an employee resigns within six (6) months of completing a course that was paid by the Employer, the employee shall reimburse the Employer the full cost of tuition, textbook and examination costs.
- (f) No employee will receive more than six hundred dollars (\$600.00) reimbursement in any calendar year.
- (g) An employee who retakes a course and successfully completes the course will be reimbursed the original course costs.

## **22.07 TRAINING**

- (a) Employer offered training courses will be provided from time to time.
- (b) When an employee is required to attend the Employer's training course or attends a course at the request of the Employer on what would otherwise be his/her regular day off, the employee will be paid at his/her straight time rate or given another day off at a mutually convenient time.
- (c) Where short duration courses are offered before regular working hours, employee attendance is required. Required training, outside regular work hours, will be paid at straight time rates.

## **22.08 EXPENSE REIMBURSEMENT**

- (a) Employees who occasionally use their personal vehicles for business purposes will be reimbursed at the CCRA deduction limit rate for automobile allowances. Proper insurance is the responsibility of the employee.
- (b) When an employee is required to travel on behalf of the Employer, the employee will be reimbursed for all reasonable expenses for accommodations and up to sixty (\$60.00) dollars per day for receipted meals and other expenses. In addition, an employee may claim up to ten dollars (\$10.00) per day for incidental costs, without receipts.
- (c) An employee temporarily transferred to a location other than the location he/she regularly works shall be reimbursed at the CCRA deduction limit rate for automobile allowances for the extra travel distance.
- (d) An employee claiming reimbursement shall complete and submit the reimbursement request on a form supplied by the Employer along with appropriate receipts.
- (e) Employees must claim expense reimbursements within one (1) month of incurring the costs.

## **ARTICLE 23 - SALARY POLICY**

### **23.01 SALARY PAYMENT**

- (a) Salaries and/or wages shall be deposited to the employee's staff account every second Friday.
- (b) Employees shall be paid in accordance with their position and placement on the salary range. The steps in the salary range are the minimum amounts to be paid and do not mean that an employee may not be

advanced to the next step in his/her salary range before completing the required service time.

### **23.02 SALARY PROMOTIONS**

- (a) An employee who is promoted to a higher position shall be placed on a step in the salary range of the new classification which provides an increase closest to five (5.0%) percent.
- (b) When an employee successfully completes an Associate or Fellow level of the Credit Union Institute of Canada educational program for which examinations were required, the employee shall be advanced to the next step within his/her current position's salary range.

### **23.03 NEW POSITIONS**

- (a) If and when new positions are established or the duties of an existing position are significantly changed, the Employer will set an interim rate for the position and notify the Union.
- (b) The Union, at its discretion, may accept the Employer's rate or negotiate a new rate and classification. In the event that agreement is not reached, the matter may be referred to Arbitration, as outlined in Article 21 of this Collective Agreement.

### **23.04 SALARY PROGRESSION**

- (a) Regular full-time employees shall move from step to step in their salary ranges upon completion of probation, completion of trial period and thereafter in intervals of six (6) months work experience.
- (b) Regular part-time and casual employees shall move from step to step in their salary ranges upon completion of probation and completion of one hundred and thirty (130) work days at each step thereafter .

### **23.05 SALARY WHEN EMPLOYEE REASSIGNED**

- (a) An employee temporarily replacing another employee in a higher job classification and who is able to substantially fulfill the requirements of that classification shall be paid at the higher rate for the period so employed. This provision shall apply to periods of three (3) or more consecutive working days and shall be confirmed in writing. The higher rate will not apply when the employee returns to his/her lower category position.
- (b) An employee requested to regularly perform the work of line of credit review for four (4) hours or more in a day shall be paid at the higher rate for those hours worked.

- (c) An employee temporarily replacing another employee in a lower classification shall retain his/her regular salary.
- (d) An employee assigned to a lower classification as a result of Technological Change, as defined in Article 17 of this Collective Agreement shall retain his/her salary provided his/her salary is within the new salary range. If his/her salary is higher than the range for the position, the employee's salary shall be reduced to the maximum salary for the range of the new position.

### **23.06 EFFECT OF PROBATION ON SALARY ADJUSTMENTS**

- (a) An employee placed on probation as a result of performance problems in his/her existing position shall be given written notice and shall be excluded from advancing to the next step based on length of service until the performance levels of the employee become satisfactory and the probation has been removed.
- (b) The probation period begins when the employee receives the written notice. The probationary period will not exceed sixty (60) calendar days after the increment would have been paid, unless extended.
- (c) Prior to the expiry of the probationary period, the employee will be advised in writing by the Employer that either:
  - (i) His/her probation status is withdrawn and the salary increment adjustment is being provided, or
  - (ii) His/her probation will be extended a further sixty (60) calendar days, or
  - (iii) His/her employment is being terminated.
- (d) If the employee does not successfully complete the second probationary period, he/she will be terminated.

## **ARTICLE 24 - PAID EDUCATION FUND**

### **24.01 PAID EDUCATION FUND**

The Employer shall pay into a special fund two cents (\$.02) cent per hour per employee for all compensated hours, for the purpose of providing paid education leave. The purpose of such leave will be to upgrade employee skills in all aspects of trade union functions. Such monies will be paid on a quarterly basis into a trust fund established by the National Union, CAW, and forwarded by the Employer to:

Paid Education Leave CAW Canada  
205 Placer Court  
Willowdale, ON M2H 3H9

## **ARTICLE 25 - DURATION**

### **25.01 DURATION**

- (a) This Collective Agreement shall be in full force and effect from January 1, 2007 up to and including December 31, 2009 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four ( 4) months immediately preceding the expiration, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or renewal of the Collective Agreement, or a new Collective Agreement.
- (b) Should either party give written notice to the other party pursuant hereto, this agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the agreement of a new Collective Agreement.
- (c) The operation of section 50 of the British Columbia Labour Relations Code is hereby excluded.

### **25.02 NO STRIKES OR LOCKOUTS DURING THIS COLLECTIVE AGREEMENT**

The Union agrees not to strike and the Employer agrees not to lock out during the term of the Collective Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR CAW-CANADA LOCAL 3000

FOR KHALSA CREDIT UNION

\_\_\_\_\_  
Gurcharan Minhas  
Committee Member

\_\_\_\_\_  
Dalbir S. Sohi  
Chief Executive Officer

---

Harjit Nagra  
Committee Member

---

Rajindar Bahia  
Senior Manager Operations

---

Pete Smith  
National Representative

---

Amarjeet Modi  
Manager Internal Controls

---

Bobbie Yalowica  
Service Rep. CAW Local 3000



## APPENDIX "B"

### SALARY GRIDS

Salary Grid Sheet – January 1, 2007 – June 30, 2007						
Months in Position:	0	Completion of Probation	9	15	21	
Teller	14.83	15.49	16.14	16.78	17.44	
MSR	16.62	17.35	18.09	18.83	19.56	
Acct. Asst.	16.90	17.64	18.39	19.13	19.88	
Member Service Coordinator	17.30	18.07	18.84	19.59	20.35	
Loan Officer	18.49	19.29	20.11	20.92	21.74	
Senior Loans Officer	21.36	22.29	23.24	24.18	25.13	
Assistant Manager	22.75	23.75	24.76	25.76	26.77	
Manager Loans & Collections	28.50	29.76	31.01	32.27	33.53	

Salary Grid Sheet – July 1, 2007 – December 31, 2007						
Months in Position:	0	Completion of Probation	9	15	21	
Teller	14.98	15.64	16.30	16.95	17.61	
MSR	16.62	17.35	18.09	18.83	19.56	
Acct. Asst.	16.90	17.64	18.39	19.13	19.88	
Member Service Coordinator	17.30	18.07	18.84	19.59	20.35	
Loan Officer	18.49	19.29	20.11	20.92	21.74	
Senior Loans Officer	21.36	22.29	23.24	24.18	25.13	
Assistant Manager	22.75	23.75	24.76	25.76	26.77	
Manager Loans & Collections	28.50	29.76	31.01	32.27	33.53	

Salary Grid Sheet – January 1, 2008 – June 30, 2008						
Months in Position:	0	Completion of Probation	9	15	21	
Teller	15.28	15.95	16.63	17.29	17.96	
MSR	16.95	17.70	18.45	19.21	19.95	
Acct. Asst.	17.24	17.99	18.76	19.51	20.28	
Member Service Coordinator	17.65	18.43	19.22	19.98	20.76	
Loan Officer	18.86	19.68	20.51	21.34	22.17	
Senior Loans Officer	22.00	22.96	23.94	24.91	25.88	
Assistant Manager	23.43	24.46	25.50	26.53	27.57	
Manager Loans & Collections	29.36	30.65	31.94	33.24	34.54	

**APPENDIX “B” – cont’d**

Salary Grid Sheet – July 1, 2008 – December 31, 2008					
Months in Position:	0	Completion of Probation	9	15	21
Teller	15.59	16.27	16.96	17.64	18.32
MSR	17.29	18.05	18.82	19.59	20.35
Acct. Asst.	17.58	18.35	19.14	19.90	20.69
Member Service Coordinator	18.00	18.80	19.60	20.38	21.18
Loan Officer	19.24	20.07	20.92	21.77	22.61
Senior Loans Officer	22.00	22.96	23.94	24.91	25.88
Assistant Manager	23.43	24.46	25.50	26.53	27.57
Manager Loans & Collections	29.36	30.65	31.94	33.24	34.54

Salary Grid Sheet – January 1, 2009 – December 1, 2009					
Months in Position:	0	Completion of Probation	9	15	21
Teller	16.06	16.76	17.47	18.17	18.87
MSR	17.81	18.59	19.38	20.18	20.96
Acct. Asst.	18.11	18.90	19.71	20.50	21.31
Member Service Coordinator	18.54	19.36	20.19	20.99	21.82
Loan Officer	19.82	20.67	21.55	22.42	23.29
Senior Loans Officer	22.66	23.65	24.66	25.66	26.66
Assistant Manager	24.13	25.19	26.27	27.33	28.40
Manager Loans & Collections	30.24	31.57	32.90	34.24	35.58

**APPENDIX "C"**  
**LETTERS OF UNDERSTANDING**

**LETTER OF UNDERSTANDING #1**

Between  
**KHALSA CREDIT UNION**  
And  
**CANADIAN AUTO WORKERS -LOCAL 3000**

DATE: March 31, 2004

**RE: STANDARD WORK WEEK**

The Employer agrees that for the duration of this Collective Agreement, the standard work week for full-time regular employees shall consist of thirty-seven and one-half (37 ½) hours. This is not intended to be, nor will it be construed as, a guarantee of hour of work. This standard work week will not be reduced on a permanent basis for regular full-time employees during the term of this Collective Agreement unless, in the opinion of the Credit Union or Stabilization Central (Supervisor), business conditions require such action. However, before any such changes are instituted the Employer shall give notice to the Union and the Parties shall meet in accordance with Section 54 of the BC Labour Relations Code.

This Letter of Understanding is renewed with expiry on December 31, 2009 or the expiry of the January 1, 2007 – December 31, 2009 Collective Agreement, whichever is later.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR CAW-CANADA LOCAL 3000

FOR KHALSA CREDIT UNION

\_\_\_\_\_  
Gurcharan Minhas  
Committee Member

\_\_\_\_\_  
Dalbir S. Sohi  
Chief Executive Officer

\_\_\_\_\_  
Harjit Nagra  
Committee Member

\_\_\_\_\_  
Rajindar Bahia  
Senior Manager Operations

\_\_\_\_\_  
Pete Smith  
National Representative

\_\_\_\_\_  
Amarjeet Modi  
Manager Internal Controls

\_\_\_\_\_  
Bobbie Yalowica  
Service Rep. CAW Local 3000

**LETTER OF UNDERSTANDING #2**

Between  
**KHALSA CREDIT UNION**  
And  
**CANADIAN AUTO WORKERS -LOCAL 3000**

DATE: March 23, 2004

**RE: ARTICLE 10.02 – STANDARD WORK WEEK**

In the event that Khalsa Credit Union locations are regularly open for business on a Sunday, Sunday shall be a regular day of work at those locations. Accordingly, at such locations, Sunday will be a straight-time rate-of-pay day.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR CAW-CANADA LOCAL 3000

FOR KHALSA CREDIT UNION

\_\_\_\_\_  
Gurcharan Minhas  
Committee Member

\_\_\_\_\_  
Dalbir S. Sohi  
Chief Executive Officer

\_\_\_\_\_  
Harjit Nagra  
Committee Member

\_\_\_\_\_  
Rajindar Bahia  
Senior Manager Operations

\_\_\_\_\_  
Pete Smith  
National Representative

\_\_\_\_\_  
Amarjeet Modi  
Manager Internal Controls

\_\_\_\_\_  
Bobbie Yalowica  
Service Rep. CAW Local 3000

**LETTER OF UNDERSTANDING #3**

Between  
**KHALSA CREDIT UNION**  
And  
**CANADIAN AUTO WORKERS -LOCAL 3000**

**RE: MANAGER LOANS AND COLLECTIONS**

The parties agree to continue the dormant position of Manager Loans and Collections on the Salary Grid Sheet.

The Union agrees that Management has the right to decide to post and fill the position in accordance with Article 4.01 – Management Rights.

In the event the position is not filled, it will be eliminated from the Salary Grid effective December 31, 2009.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR CAW-CANADA LOCAL 3000

FOR KHALSA CREDIT UNION

\_\_\_\_\_  
Gurcharan Minhas  
Committee Member

\_\_\_\_\_  
Dalbir S. Sohi  
Chief Executive Officer

\_\_\_\_\_  
Harjit Nagra  
Committee Member

\_\_\_\_\_  
Rajindar Bahia  
Senior Manager Operations

\_\_\_\_\_  
Pete Smith  
National Representative

\_\_\_\_\_  
Amarjeet Modi  
Manager Internal Controls

\_\_\_\_\_  
Bobbie Yalowica  
Service Rep. CAW Local 3000

**LETTER OF UNDERSTANDING #4**

Between  
**KHALSA CREDIT UNION**  
And  
**CANADIAN AUTO WORKERS -LOCAL 3000**

Date: January 9, 2007

**RE: FEDERAL AND PROVINCIAL ELECTIONS**

An employee who is eligible to vote shall have three (3) consecutive hours free from work during voting hours for the purpose of casting his/her vote during a federal election.

An employee who is eligible to vote shall have four (4) consecutive hours free from work during voting hours for the purpose of casting his/her vote during a provincial election.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR CAW-CANADA LOCAL 3000

FOR KHALSA CREDIT UNION

\_\_\_\_\_  
Gurcharan Minhas  
Committee Member

\_\_\_\_\_  
Dalbir S. Sohi  
Chief Executive Officer

\_\_\_\_\_  
Harjit Nagra  
Committee Member

\_\_\_\_\_  
Rajindar Bahia  
Senior Manager Operations

\_\_\_\_\_  
Pete Smith  
National Representative

\_\_\_\_\_  
Amarjeet Modi  
Manager Internal Controls

\_\_\_\_\_  
Bobbie Yalowica  
Service Rep. CAW Local 3000

**LETTER OF UNDERSTANDING #5**

Between  
**KHALSA CREDIT UNION**  
And  
**CANADIAN AUTO WORKERS -LOCAL 3000**

DATE: April 23, 2004

**RE: LOAN APPLICATION AND PROCESSING – SURREY BRANCH**

1. Regular loan application and processing work which is currently performed by bargaining unit employees will not be regularly performed by management.
2. Nothing in this letter precludes the management from performing loan application and processing work in accordance with Article 2.02 of the Collective Agreement.
3. This Letter of Understanding is renewed with expiry on December 31, 2009, or the expiry of the January 1, 2007 – December 31, 2009 Collective Agreement, whichever is later.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR CAW-CANADA LOCAL 3000

FOR KHALSA CREDIT UNION

\_\_\_\_\_  
Gurcharan Minhas  
Committee Member

\_\_\_\_\_  
Dalbir S. Sohi  
Chief Executive Officer

\_\_\_\_\_  
Harjit Nagra  
Committee Member

\_\_\_\_\_  
Rajindar Bahia  
Senior Manager Operations

\_\_\_\_\_  
Pete Smith  
National Representative

\_\_\_\_\_  
Amarjeet Modi  
Manager Internal Controls

\_\_\_\_\_  
Bobbie Yalowica  
Service Rep. CAW Local 3000

**LETTER OF UNDERSTANDING #6**

Between  
**KHALSA CREDIT UNION**  
And  
**CANADIAN AUTO WORKERS -LOCAL 3000**

DATE: April 23, 2004

**RE: CONTRACTING OUT**

In the event of contracting out of bargaining unit work, regular full-time and regular part-time employee(s) as of January 1, 2007, whose work is contracted out shall be offered an alternate position(s) within the bargaining unit consistent with their ability, skills, and qualifications, at the same pay rate and with the same weekly hours of work.

In the event that this Letter of Understanding is applied, it is understood that these provisions take precedent over the provisions contained in Article 9 – Job Postings and Job Awards, so as to ensure that an employee who is displaced by the contracting out retains employment within the bargaining unit.

This Letter of Understanding is renewed with expiry on December 31, 2009, or the expiry of the January 1, 2007 – December 31, 2009 Collective Agreement, whichever is later.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR CAW-CANADA LOCAL 3000

FOR KHALSA CREDIT UNION

\_\_\_\_\_  
Gurcharan Minhas  
Committee Member

\_\_\_\_\_  
Dalbir S. Sohi  
Chief Executive Officer

\_\_\_\_\_  
Harjit Nagra  
Committee Member

\_\_\_\_\_  
Rajindar Bahia  
Senior Manager Operations

\_\_\_\_\_  
Pete Smith  
National Representative

\_\_\_\_\_  
Amarjeet Modi  
Manager Internal Controls

\_\_\_\_\_  
Bobbie Yalowica  
Service Rep. CAW Local 3000

**LETTER OF UNDERSTANDING #7**

Between  
**KHALSA CREDIT UNION**  
And  
**CANADIAN AUTO WORKERS -LOCAL 3000**

**RE: ARTICLE 22 – HEALTH AND BENEFITS**

The Parties agree that the following employees shall continue to receive the benefits in accordance with provisions of Article 22.01.

1. Lovinder Kaur Pahnu
2. Kulwant Kaur Pattar

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR CAW-CANADA LOCAL 3000

FOR KHALSA CREDIT UNION

\_\_\_\_\_  
Gurcharan Minhas  
Committee Member

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Dalbir S. Sohi  
Chief Executive Officer

\_\_\_\_\_  
Harjit Nagra  
Committee Member

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Rajindar Bahia  
Senior Manager Operations

\_\_\_\_\_  
Pete Smith  
National Representative

\_\_\_\_\_  
Amarjeet Modi  
Manager Internal Controls

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Bobbie Yalowica  
Service Rep. CAW Local 3000