

AGREEMENT

BETWEEN: COLUMBIA VALLEY CREDIT UNION
AND: CANADIAN OFFICE and PROFESSIONAL EMPLOYEES UNION,
LOCAL 378

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Effective: July 1, 2010 to June 30, 2014

COLLECTIVE AGREEMENT

BETWEEN: COLUMBIA VALLEY CREDIT UNION
[hereinafter referred to as the "Employer"]

Party of the First Part

AND: CANADIAN OFFICE and PROFESSIONAL EMPLOYEES UNION,
LOCAL 378
[hereinafter referred to as the "Union"]

Party of the Second Part

ARTICLE 1 — PURPOSE

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

Section 2 Neither the Union nor the Employer 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, sex 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 Employer and the Union and their respective successors and assigns.

Section 2 The Employer agrees that all employees as per Section 1 above, as a condition of employment, shall become and remain members of the Union within thirty [30] days from the date of employment.

Section 3 Upon written authorization from the employees, the Employer 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 (a) The Employer shall recognize one [1] full-time regular employee elected or appointed by the Union to act as Job Steward. An Alternate may act in the absence of the Job Steward. These employees must have completed their probationary period of employment. The Union shall inform the Employer, in writing, of the names of the Job Steward[s].

(b) The Employer shall recognize any employee(s) in the bargaining unit elected or appointed by the Union to the position of Executive Board Member and/or

Councillor within the Union. Such employee(s) must have completed their probationary period of employment. The Union shall inform the Employer, in writing, of the name(s) of any such bargaining unit employees.

Section 2 The Representative[s] of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Employer as to appropriate time for such contact before meeting the employees.

Section 3 The Job Steward[s] may, within reason, investigate and process grievances or confer with the representative[s] of the Union regarding such grievances, without loss of pay. The Steward[s] will obtain permission from their immediate Supervisor for such purposes and such permission will not be unreasonably denied.

Section 4 Committees:

[a] Upon ratification of the Collective Agreement the parties will name their members to the Standing Committee.

[b] Upon ratification of the Collective Agreement the parties will establish a monthly calendar of meetings.

[c] No Standing Committee meetings will be scheduled during July and August.

[d] The meetings will occur during working hours.

[e] Each party will submit agenda items prior to Standing Committee meetings.

[f] Agenda items may include the following:

(i) Staff training and development

(ii) Job descriptions

(iii) Schedules for part-time employees

(iv) Forms and policies

(v) Scheduling of vacations including special requests for vacation period[s]

(vi) Risk management

(vii) Growing the business

(viii) Issues that may become potential grievances

[g] It is understood and agreed that both parties will make good faith efforts to meet the interest[s] of the other party.

Section 5 A Union member shall have the right to wear or display while at work the official Union pin bearing the Union's name and logo.

ARTICLE 4 — RIGHTS of THE EMPLOYER

Section 1 The Union recognizes the right of the Employer to operate the business and direct the working force subject to the provisions of this Agreement and the right of the Union or employees to grieve, as provided in Articles 18 and 19. Nothing herein contained shall limit the statutory powers and duties of the Directors of the Employer under the Company Act, Section 141, 1, which provides:

"The Directors shall, subject to this Act and the articles of the Company, manage or supervise the management of the

affairs and business of the Company."

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

Section 2 The Union agrees to use every reasonable effort and means at its disposal to assist and promote the business and welfare of the Employer.

ARTICLE 5 — DEFINITION of EMPLOYEES

Section 1 Full-Time Regular:

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

Section 2 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. These employees shall be covered by all conditions of this Agreement, except as follows:

- Vacations — see Article 8, Section 7.
- Benefit Plans and Sick Leave — included in wage rates, see Appendix "A".

Section 3 Probationary Period:

All regular employees shall be considered probationary for the first sixty [60] working days of employment in job groups 1 & 2, and ninety [90] working days of employment in job groups 3 & 4. This period may be extended by mutual agreement between the Employer and the Union. A performance review will be done at least twenty [20] working days prior to the end of their probationary period.

Section 4 Temporary Employee:

One so informed by the Employer at the start of employment. Temporary employment shall be for a specified period not exceeding three [3] months duration, except for temporary assignments known to be longer than three [3] months duration such as maternity or long term illness leaves, and except when extended by mutual agreement between the Union and the Employer. Such extension shall not be unreasonably withheld. A temporary employee reaching regular status will have rights under this Agreement which are based on length of service or seniority dated from the start of continuous employment.

ARTICLE 6 — HOURS of WORK and OVERTIME

Section 1 [a] The work week shall be thirty-six [36] hours worked on five [5] consecutive days during the period Monday to Friday inclusive.

[b] The standard day shifts shall consist of a maximum of eight [8] hours of work between the hours of 8:00 a.m. and 8:00 p.m.

[c] The determination of the starting time of daily and weekly work schedules shall be made by the Employer and such schedules may be changed by the Employer 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 Employer agrees to give at least fifteen [15] days notice of any change.

- Section 2 A one [1] hour lunch period for employees will be provided and taken within the three [3] hours in the middle of the regular working day. Precise time to be arranged between the Employer and employees.
- 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.
Part-time employees will be entitled to the following:
- two [2] to five [5] hours worked - one [1] fifteen [15] minute rest period; in excess of five [5] hours worked - two [2] fifteen [15] minute rest periods.
- Section 4 Overtime Premium:
- [a] All overtime in excess of the daily hours of work shall be paid for at time and one-half [1½] the employees straight time hourly rate for the first two [2] hours and double [2x] time thereafter.
- [b] Time worked by an employee on the employee's scheduled day off shall be paid for at two [2x] times the straight time hourly rate.
- [c] Time worked on a Sunday shall be paid for at two [2x] times the employee's straight time hourly rate.
- [d] Time worked on a holiday provided for in Article 7 or a day in lieu of such holiday shall be paid for at two [2x] times the employee's straight time hourly rate.
- [e] Call-Outs:
An employee called back to work after having completed a regular day's work, or from a regular day off, or from vacation, shall be paid at the applicable overtime premium specified in this section for a minimum of four [4] hours or for time worked, whichever is greater. Travel time to and from the employee's residence will be considered time worked.
- [f] Overtime work must be authorized in advance by the General Manager or in his absence, his authorized representative.
- Section 5 An employee who works overtime beyond a regular shift shall be allowed a suitable hot meal and a one [1] hour paid meal period in which to eat the meal at his/her straight time hourly rate of pay, provided such overtime is in excess of two [2] hours work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed with the Supervisor.
- Section 6 All overtime shall be offered to regular full-time employees to accept on a voluntary basis firstly. In the event of refusal by all regular full-time employees, the overtime shall be offered to regular part-time employees.
- Section 7 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 8 Employees who work overtime may elect to take time off in lieu of overtime pay, but such time off must be taken at a time mutually agreed upon with the Employer. Should a mutually agreed upon time not be available, or if operational requirements do not permit time off, such overtime shall be paid within the calendar year. The

length of time off with pay shall be equal to the straight time equivalent to overtime earnings.

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:

New Year's Day	Good Friday	Labour Day
Victoria Day	Easter Monday	Thanksgiving Day
Remembrance Day	Canada Day	Boxing Day
Christmas Day	BC Day	* Floating Day

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government or a legal holiday declared by the city on which banks close. The Employer further agrees that should one of the above Statutory Holidays fall on the employee's normal day[s] off, the employee shall receive an additional day or days off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday.

[b] In addition to the holidays stipulated in Section 1 [a] above, following completion of the probationary period stipulated in Article 5 Section 3, an employee will be entitled to one [1] paid holiday in each year of service. This shall be known as a floating holiday and shall be taken at a time mutually agreed upon by the Employer and employee. Employees shall not be entitled to a floating holiday should the government proclaim another general holiday in addition to those set out in Section 1[a] above. There is to be a second floating day off for employees who have completed two [2] years of service. On October 1st of each year, the Employer will notify those employees with floating days not taken, to start selecting dates for approval. This shall be done within the ensuing two [2] weeks.

NOTE:

Floaters:

Although employees may want to use their floaters during the year instead of selecting their time of use when selecting their Annual Vacation, the Employer will track and notify employees who have floaters available to them to start selecting dates for approval.

Effective January 1, 2007 when an employee's services are terminated, the employee shall reimburse the Employer for any overpayment he/she may have received for floating holidays provided in this Article. In addition, the last sentence of Article 8, Section 1 [c] shall apply here.

Section 2 When a Statutory or guaranteed holiday falls on a Monday, the Employer shall declare the preceding Saturday as the day in lieu of such holiday. Should a

Statutory Holiday fall on a Friday the staff will work the normal Friday hours on the preceding Thursday. Where, in the opinion of the Employer, work on Easter Monday is essential, another compensating day mutually agreed to, will be granted and overtime rates will not prevail for the work performed on Easter Monday. However, should the Employer request the employee to work on the agreed day off, then overtime rates shall apply.

Section 3 In the event any of the holidays enumerated in Section I above 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 VACATION PLAN

Section 1 [a] The vacation year shall be January 1st, to December 31st. Full-Time Regular Employees commencing employment January 1st - June 30th shall be credited with a vacation year, those commencing employment July 1st - December 31st shall not receive credit for a vacation year until the following vacation year but shall still receive a prorated vacation as per Section 2[a] herein.

[b] Vacation shall be taken in the vacation year in which it is being earned subject to the provisions of Section 1[d] and Section 6 of this Article.

[c] Paid vacation shall be on the basis of the employees current salary for the number of days vacation when vacation is taken. Employees moving from part-time to full-time or full-time to part-time shall receive the vacation entitlement based on their length of service with two percent [2%] of gross earnings per weeks entitlement. Employees who are away on short or long term disability or unpaid leave of absence in excess of twenty [20] working days shall also be paid on this basis.

[d] When an employee's services are terminated, the employee shall reimburse the Employer for any overpayment he/she may have received for holidays provided by this Article.

Section 2 Regular full-time employees shall earn vacations in accordance with the following entitlements:

[a] During the first [1st] vacation year of employment, an employee shall earn a paid vacation entitlement of one [1] working day for each month or major portion of a month worked, up to a maximum of ten [10] days.

[b] In the [2nd] to fifth [5th] vacation year of service inclusive, an employee shall accrue fifteen [15] working days paid vacation in each vacation year.

[c] In the sixth [6th] vacation year and each vacation year thereafter an employee shall accrue a paid vacation of twenty [20] working days in each vacation year.

[d] In the tenth [10th] vacation year of service, and in each vacation year thereafter, an employee shall accrue a paid vacation twenty-five [25] working days.

[e] In the fifteenth [15th] vacation year of service, and each vacation year thereafter, an employee shall accrue a paid vacation of thirty [30] working days.

Section 3 The Employer shall post a vacation list on the first [1st] working day in January each

year and employees shall select their vacation period by March 31st. Not later than April 15th, the Employer shall notify employees whether or not the vacation periods selected are approved. Vacation periods taken between January 1st and March 31st are to be the employees first choice and the vacation request must be submitted and approved no later than November 30th of the previous year.

- Section 4 Senior employees shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in broken periods may do so subject to the following conditions:
- Employees shall select their vacation periods in order of seniority, full-time employees first [1st] choice, part-time employees second [2nd] choice. 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 vacation in two [2] or more separate periods shall select the second [2nd] and subsequent periods in order of seniority for each selection.
 - A Full-time Regular employee may break a one (1) week vacation period into two (2) periods of less than one (1) week.

Section 5 Employees with three [3] or more weeks' vacation entitlement shall only be entitled to take two [2] weeks during the period July 1st to August 31st. An employee may apply for longer periods and if qualified employees are available to replace the employee and if operational requirements are satisfied, such further vacation time off will be allowed with seniority applying.

Section 6 Upon request, in writing, employees shall be permitted to bank five [5] working days of vacation and take it in the following year subject to the following:

[a] There must be special circumstances warranting the banking of vacation, i.e. normal practice shall require the use of vacation entitlement in accordance with the schedule.

[b] The banked vacation shall be taken at a time mutually agreed upon.

Section 7 Part Time Regular employees shall earn vacation in accordance with the following entitlements:

- a. During the first (1st) vacation year of employment, a Part Time Regular employee shall earn vacation time off work of one (1) working day for each month or major portion of a month worked, up to a maximum of ten (10) days, in which case vacation pay shall be 4% of gross earning. Thereafter, paid vacation entitlement for Part Time Regular employees shall be as follows:

<u>Anniversary Date in Year(s)</u>	<u>Weeks Of Vacation</u>	<u>Vacation Pay as Percentage Of Applicable Gross Earnings</u>
<u>2 to 5 years, inclusive</u>	<u>3</u>	<u>6%</u>
<u>6 to 9 years, inclusive</u>	<u>4</u>	<u>8%</u>
<u>10 to 14 years, inclusive</u>	<u>5</u>	<u>10%</u>
<u>15 or more years</u>	<u>6</u>	<u>12%</u>

Each "week of vacation" as referred to above shall be deemed to include the number of scheduled work days and the number of regularly scheduled straight-time hours of work on each such work day, and only those work days and only those hours, that the Part Time Regular employee would have worked if he or she was not otherwise taking vacation.

- Section 8 Subject to staffing requirements, vacations may be rescheduled for the following reasons:
- [a] Disability or illness occurring before the employee's vacation commences.
 - [b] Serious disability or illness, certified by a doctor, occurs after commencement of a four [4] day or more vacation schedule providing this is available through the Wage Indemnity carrier.
 - [c] Death of immediate family as outlined in Article 9. When vacation is rescheduled for the above reasons the employee shall be entitled to use sick leave benefits as detailed in Article 10 for such a period of disability or illness, or Article 9 [in case of death].

ARTICLE 9 — LEAVE of ABSENCE

- Section 1 Union Business:
Leave of absence without pay will be granted to employees for the purpose of attending the Union business providing the Employer's work requirements will allow for such leave. The Union will request such leave by giving the Employer at least ten [10] days notice.
- Section 2 Maternity\Parental Leave:
Leave of absence in case of pregnancy shall be granted in accordance with the "Employment Standards Act". Such leave will not affect sick leave entitlement or seniority. All maternity\parental leave of absence requests shall be, in writing, and show the last day to be worked and the expected date of return to work.
- Section 3 Bereavement Leave:
- [a] (i) When death occurs to a member of the immediate family of a full-time regular or part-time regular employee, the employee shall be granted an appropriate leave of absence for which he/she shall be compensated at his/her regular straight-time rate of pay for his/her regular work schedule up to a maximum of five [5] working days during seven [7] consecutive calendar days, provided the employee is scheduled to work.

- (ii) When death occurs to a member of the family of a full-time regular or part-time regular employee, the employee shall be granted an appropriate leave of absence for which he/she shall be compensated at his/her regular straight time rate of pay for his/her regular work schedule up to a maximum of three [3] working days, provided the employee is scheduled to work. The Employer will allow an additional two [2] days for travel without pay, where required.
- [b] Immediate family is defined as the employee's spouse, mother, father, sister, brother and children. Family member is defined as the employee's foster children, mother-in-law, father-in-law, step parents, grandparents, grandchildren, brother-in-law, sister-in-law, aunts, uncles, nieces and nephews.
- [c] Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.
- [d] In case of death of other relatives, up to one [1] day off with pay.
- [e] Subject to the Employer's operational requirements, Full-Time Regular employees may elect to take a one-half [½] day with pay to be deducted from their sick bank to attend in-town funerals for close friends.

Section 4 Special Leave Without Pay:

- [a] When the reasonable requirements of the Employer's services will permit, any employee hereunder, upon written application to the Employer, may, if approved, in writing, by the Employer, be granted a leave of absence for a period of up to thirty [30] days. Under such leave, the employee shall retain and continue to accrue seniority.
- [b] Such leaves may be extended for additional periods of up to thirty [30] days when approved by the Employer, in writing, and seniority will accrue during such extension.

Section 5 Jury Duty:

An employee summoned to Jury Duty or a subpoenaed witness shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned, had they worked on such days [this shall not apply to personal matters unless the employee is subpoenaed by the Crown]. Employees on Jury Duty shall furnish the Employer with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two [2] hours of their normal shift remains to be worked. Total hours on Jury Duty and actual work on the job in the office in one [1] day, shall not exceed the normal daily hours of work for the purpose of establishing the basic work day. Any time worked in the office in excess of the combined total of normal work hours, shall be considered overtime and paid as such.

This is not to be construed as to require overtime pay where Jury Duty exceeds the normal hours before or after a normal work day.

ARTICLE 10 — BENEFIT PLANS and SICK LEAVE

Section 1

[a] All full-time regular employees shall become eligible for coverage under the Employer's benefit plans on the completion of the probationary period, as per Article 5, Section 3.

[b] Benefit Plans:

[Details of the plans are contained in brochures provided by the Employer].

- Medical Services Plan of British Columbia.
- Extended Health Benefit Plan - eyewear coverage to \$200.00 each 12 months.
- Dental Plan.
- Group Life Insurance.
- Accidental Death & Dismemberment Plan.
- Salary Insurance.
- Benefit Plan:
If options are made available by the Plan carrier, the employees may maintain or amend the Plan with any resulting premium increases being paid by the employees from their pay before EI, CPP and Income Tax are calculated.

[c] Premium costs for the foregoing plans, except Salary Insurance, shall be fully paid by the Employer.

Premiums for the Salary Insurance Plan shall be fully paid by the employee, up to and including June 30, 2013.

Effective on and after July 1, 2013, eligible employees shall continue to pay full the premium costs for the Short Term Disability (S.T.D.) component of the Salary Insurance Plan.

Effective on and after July 1, 2013, the Employer shall commence and continue to pay fully the premium costs for eligible employees in respect of the Long Term Disability (L.T.D.) component of the Salary Insurance Plan.

Section 2

Sick Leave:

Full-time regular employees who are unable to work because of illness shall receive pay on the following basis:

[a] During the ten [10] working days waiting period to become eligible for salary insurance - full salary paid by the Employer.

[b] Upon becoming eligible for salary insurance, an employee will receive salary from the insurance plan for the duration of illness 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.

[c] The employee, upon request of the Employer, shall provide proof of illness

which involves paid leave.

- [d] In addition to the wage coverage up to short and long-term disability, "Incidental Sick Leave" — Effective January 1, 2007 all Full-Time Regular employees on the payroll as at January 1st, of each year will be given credit for ten [10] days for that year. New employees starting during the year shall receive a pro-rated portion calculated at one [1] day per month to a maximum of ten [10] days. New employees shall not be covered during their probation period, but upon completion of their probationary period they will be reimbursed for any lost wages due to illness, up to that year's maximum entitlement.
- [e] Effective January 1, 2007 employees may use sick leave for serious household or domestic emergency or family responsibility and at year end, if an employee has unused sick days left, the unused days, up to a maximum of two [2] days, will be cashed out to the employees RRSP.
- [f] It is understood that employees granted ten [10] days' "credit" on January 1st, of each year are actually "earning" those days at one [1] day per month. Upon termination of employment an employee having used more sick days than "earned" shall be required to reimburse the Employer from his/her final pay.

Section 3

R.R.S.P.:

The Employer will contribute ten percent [10%] of gross earnings to regular full-time employees into a Registered Retirement Savings Plan after completion of one [1] year's service. The employee will not have access to withdrawal privileges while employed with the Credit Union.

ARTICLE 11 — SALARY POLICY

Section 1

Employees as defined in Article 5, 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 that 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 referred to arbitration as provided in this Agreement.

Section 4 Promotional Increases:

Upon promotion, an employee will be paid at a step in the higher salary range which will ensure the following minimum dollar per month increase:

- From Group 1 to Group 2 – \$30.00
- From Group 2 to Group 3 – \$35.00
- From Group 3 to Group 4 – \$45.00

Section 5 Salary Progression:

[a] Subject to paragraph [b] of this Section, regular full-time employees shall move from step-to-step in their salary ranges upon completion of the following amounts of service at each step:

- Start rate to 6 months rate – 6 months
- 6 months – 12 months – 6 months
- 12 months – 24 months – 12 months
- 24 months – 36 months – 12 months

[b] Advancement from one salary step 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 one [1] month prior to the date such increase is due.

[c] When employees restore their performance they shall be advanced to the next step in their salary range on a non-retroactive basis.

[d] Regular part-time employees shall move through the salary scales as outlined in Section [a] under Appendix "A" — Part-Time.

Section 6

[a] An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate as determined by Section 4 above for the period so employed. This provision shall not apply for brief relief periods of two [2] days or less. Where employees temporarily assume additional responsibilities without an actual change in classification, the Union and the Employer shall meet to decide if the added responsibilities are sufficient to change the job level and if so, shall set a new salary level.

[b] The Employer agrees to apply training and cross-training as needed for job coverage and promotion by seniority, in accordance with the criteria set out in Article 12, Section 3.

[c] Cross-Training:

An employee undergoing training with the assistance and supervision of a

trainer shall remain at his/her regular rate until such time as deemed qualified to perform the duties of the new position. A qualified employee filling in for vacation, illness, leave of absence, etc., shall be paid at the appropriate rate for the position.

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 14, Section 9[b].

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 until such time as the difference between the maximum for the range and their salary is removed.

ARTICLE 12 — JOB POSTING

Section 1 [a] The Employer shall fill job vacancies from within the bargaining unit before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant positions. Each vacancy shall be posted on the bulletin boards on the Employer's premises for at least three [3] working days, with a copy to the Job Steward outlining job title, group classification and salary.

[b] An employee may bid on vacant positions which may involve a promotion, lateral transfer, or a lower classification.

Section 2 Preference in selection shall be full-time regular and part-time regular employees, in that order. All bids on posted job vacancies shall be, in writing, or on a form provided by the Employer.

Applicants shall be notified, in writing, whether they have been selected or not.

Section 3 Selections for job vacancies shall be made on the basis of qualifications, ability to do the job, and seniority, in that order. In the event two [2] or more employees have similar qualifications and abilities, the employee with the greatest seniority shall be selected.

NOTE:

Each employee shall make known to the Employer new skills and training as it is acquired.

Section 4 An employee promoted to a higher rated position shall serve a trial period equal to Article 5, Section 3. If during the trial period he/she is considered to be unsuitable, he/she shall be returned to his/her former position or one of equal rank and shall be paid his/her former salary plus any increments which he/she may have been entitled to had he/she not been promoted.

Section 5 When a job posting has been made while an employee is on vacation and should the employee return-to-work within two [2] weeks of the closing date for the posting, they shall be entitled to apply and be considered for the job posting upon their return. This shall not apply if the employee was made aware of the vacancy during the posting, and did not apply.

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 or pay in lieu of notice as per the Employment Standards Act.

Section 3 Any 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, however, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose such rights thereby, but such employee may be bypassed for the position available.

[b] An employee bypassed as provided above will remain on the recall list for the remaining recall period.

ARTICLE 14 — SENIORITY

- Section 1 Upon completion of the probationary period, employees shall be entitled to all rights and privileges of this Agreement and the employee's seniority shall be effective from the original date of employment.
- Section 2 Seniority shall mean length of continuous service, with the Employer and its predecessors, in the bargaining unit except that credit shall be given for all continuous service prior to certification of the bargaining unit.
- Section 3 Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns will be considered a new employee from the date of rejoining the Union for purposes of seniority credit.
- Section 4 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 5 No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from date of entry as an employee of the Employer, as provided in Article 5, Section 4.
- Section 6 An employee on leave of absence on Union business under Article 9, or on sick leave and extended sick leave under Article 10, will continue to accrue seniority.
- Section 7 Accumulative seniority is defined as total elapsed time as a member of the Union as an employee in a job classification within the bargaining unit.
- Section 8 The Employer shall post, on the Bulletin Board, an up-to-date seniority list in January of each year and/or as required for the administration of this Agreement. Seniority lists shall also illustrate the current job classification and step for each employee.
- Section 9 Part-Time Regular Employees:
Seniority for employees in this category shall be as follows:
[a] They shall be on a common seniority list with full-time regular 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.

ARTICLE 15 — GENERAL

- Section 1 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. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.
- Section 2 Bulletin Board:
The Employer will provide a Union Notice bulletin board in the employee lunch room.
- Section 3 Service Charges:
The Credit Union will provide regular employees free cheque books in either chequing or Plan 24, no ATM fees and no service charges on mortgage renewals,

modifications or personal loans, no monthly or per item service charge in chequing, no commission on Traveller's Cheques, no commission on money orders and no charge for one 1½" x 5" safety deposit box, free payment of utility bills.

Section 4 No Strikes or Lockouts:

The Employer shall not cause or direct any lockout of employees during the life of this Agreement; and neither the Union nor any representative thereof, nor any employee shall in any way authorize, encourage or participate in any strike walkout, suspension of work, or slow down on the part of any employee or group of employees during the life of this Agreement.

Section 5 Disciplinary Action:

Should it become necessary for management to discuss with an employee a matter which could result in disciplinary action being taken, the employee shall be advised of his/her right to have the Job Steward present. The employee shall have the right to have such discussions held in private. Any written disciplinary communication given to an employee for purposes of the employee's personnel file shall be copied to the Union by the employee or the Job Steward.

ARTICLE 16 — DISCHARGE, TERMINATION and SUSPENSION

Section 1 The Employer has the right to discharge or suspend an employee for just cause. The Employer will provide the employee with a statement, in writing, if requested, clearly establishing the reasons for such discharge, with a copy to the Union at the time of discharge.

Section 2 If a regular employee is terminated, except as provided in Section 1 above, said employee shall receive notice or pay in lieu of notice as per the Employment Standards Act.

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

Section 4 Employees are expected to provide the Employer with two [2] weeks notice of intention to terminate in order to provide adequate time to obtain a replacement.

ARTICLE 17 — TECHNOLOGICAL CHANGE and SEVERANCE PAY

Section 1 The Employer will provide the Union with as much notice as possible but no less than three [3] months notice 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 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 shall be provided by the Employer without cost and without loss of pay to the affected employee providing the employee undertakes to continue service with the Employer for a reasonable period of time.

Section 3 In cases where the retraining of an employee is not practical, or where other positions with the Employer are not available, the employee shall elect for termination of employment or shall elect to be placed on the recall list in accordance with Article 13, Section 3.

Section 4 Severance pay as provided for in Section 5, shall be due and payable to a displaced employee, immediately upon termination in addition to two [2] weeks notice or pay, in lieu of such notice.

Section 5 **Severance Pay:**

[a] Severance Pay shall be paid to employees with one [1] year or more service who are terminated because of changes in administrative procedures, automation, consolidation, or suspension of business. The amount of severance pay shall be one [1] week at the employee's current regular salary for each year of service to a maximum of thirteen [13] weeks.

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

ARTICLE 18 — GRIEVANCE PROCEDURE

Section 1 "Grievance" means any difference concerning the interpretation, application, administration or alleged violation of this Collective Agreement whether between the Employer and any employee, or employees bound by this Collective Agreement or between the Employer and the Union.

Section 2 Grievances or complaints shall be settled in the following manner:

[a] If the employee has a grievance against the Employer, the procedure for settlement shall commence with Step 1.

[b] If the Employer or the Union has a grievance, the procedure for settlement shall commence with Step 3.

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 may be accompanied by a Job Steward or Representative of the Union.

STEP 2:

If the grievance is not satisfactorily settled at Step 1, the employee and Job Steward or Representative shall submit the grievance, in writing, to the Management person[s] designated by the Employer, within the next five [5] working days.

STEP 3[a]:

If a satisfactory settlement is not reached at Step 2, the grievance shall be referred within the next five [5] working days, to the Representative[s] of the Union and the Representative[s] of the Employer. Failing settlement within a further ten [10] working days of receipt of notice, the dispute may be referred to arbitration, as set forth in Article 19.

If either Party is proceeding to arbitration, they must notify the other Party and refer to Arbitration within twenty [20] days of the completion of the third step.

STEP 3[b]:

In the event a grievance is initiated by the Employer or the Union, the Party initiating the grievance shall notify the other Party, in writing, of the nature of the dispute, and such notice shall be given within five [5] working days of the circumstances giving rise to the grievance unless the Parties agree to an extension of time. Failing settlement within ten [10] working days of receipt of notice, the dispute may be referred to arbitration, as set forth in Article 19.

If either Party is proceeding to arbitration, they must notify the other Party and refer to arbitration within twenty [20] days of the completion of the third step.

Section 3 Except as provided in Section 4 following, a grievance not advanced to the next step under Section 2, within the time limits specified shall be considered abandoned, and all further recourse to the grievance procedure forfeited.

Section 4 The time limits set forth in this Article may be extended by mutual agreement between the Union and the Employer.

Section 5 "Trouble-Shooting" Provision

The Parties may by mutual agreement refer to a neutral "trouble-shooter", selected by their mutual agreement on a case-by-case basis, any difference arising between them during the term of the Collective Agreement related to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of said Agreement, including any question as to whether a matter is arbitrable. Such "trouble-shooter" shall be empowered:

- (a) to investigate the difference;
- (b) to define the issue(s) in the difference,
- (c) To undertake mediation between the parties in an effort to resolve the difference and, failing such resolution;
- (d) to make written, non-binding recommendation(s) to assist potential resolution of the difference by the Parties

Within thirty (30) days of the date of receipt of the request or such longer time period as may be mutually agreed between the parties on a case-by-case basis, and for the duration of this time span time does not run in respect of the grievance procedure.

The Parties agree that they shall share equally the fees and expenses of a "trouble shooter" jointly engaged by them pursuant to the provisions of this Section 5.

ARTICLE 19 — ARBITRATION

- Section 1 [a] Where any difference arises between the Parties as to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the matter is arbitrable or not, the matter may be referred by either Party to Arbitration.
- [b] The Parties to this Agreement hereby agree to use the services of a Single Arbitrator as a means of settling grievances and disputes.
- Section 2 The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Section 2, Step 3, of Article 18. The notice shall set out the question[s] in the opinion of the Party seeking arbitration, to be arbitrated.
- Section 3 The Parties to the dispute will thereafter meet within ten [10] working days to decide upon an Arbitrator. Failing agreement upon a person willing to act, either Party may apply to the Collective Agreement Arbitration Bureau for the Province of British Columbia to appoint an Arbitrator.
- Section 4 Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated. The Arbitrator shall deliver his award, in writing, to each of the Parties and this award shall be final and binding on the Parties. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.
- Section 5 Each Party shall pay their own costs and expenses of the arbitration and one-half [½] the remuneration and expenses of the Arbitrator.

ARTICLE 20 — DURATION

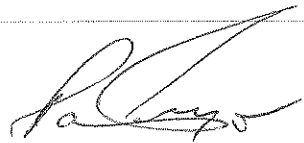




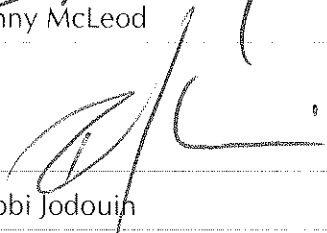
Section 1 This Agreement will be in full force and effect on and after the **1st** day of **July, 2010** to and including the **30th** day of **June, 2014**, and shall automatically be renewed from year to year thereafter unless either Party serves written notice to commence collective bargaining upon the other Party hereto, at least sixty [60] days prior to the 30th day of **June, 2014**, or sixty [60] days prior to the 30th day of June in any year subsequent.

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

Signed at <i>Golden</i>	, BC	This <i>11th</i>	Day of <i>July</i>	2011
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SIGNED ON BEHALF OF THE COMPANY
Party of the First Part;

SIGNED ON BEHALF OF THE UNION
Party of the Second Part;

 Paul Pupo – General Manager	 David Black – President, COPE 378
 Carol Braisher – Executive Secretary/Adminstraive Assistant	 Jack Gerow – Business Representative
	 Bonny McLeod
	 Bobbi Jodouin

E&OE

APPENDIX "A-1"
JOB TITLES and JOB CLASSIFICATIONS

TRAINEE	<ul style="list-style-type: none"> • Three (3) months service then to Group I
GROUP I	<ul style="list-style-type: none"> • Teller • Clearing Clerk
GROUP II	<ul style="list-style-type: none"> • Member Services • Loan Clerk • Secretary / Receptionist • Member Services / Clearing
GROUP III	<ul style="list-style-type: none"> • Head Teller • Member Services II • Member Services / Accounts Clerk • Loan Clerk / Interviewer
GROUP IV	<ul style="list-style-type: none"> • Loan Officer • Deposit/Admin Supervisor
STUDENT	

LETTER OF AGREEMENT NO. 1

BETWEEN

COLUMBIA VALLEY CREDIT UNION
(hereinafter termed the "Employer")

AND


CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378
(hereinafter termed the "Union")

RE: STANDING COMMITTEE AGENDA ITEMS

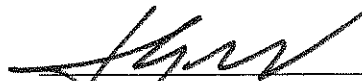
With respect to the above cited subject matter, the Employer and the Union, hereinafter referred to as the "Parties", do hereby expressly and mutually agree as follows:

1. During collective bargaining in 2010, the Parties mutually agreed to refer to the Standing Committee prescribed by Article 3, Section 4 of the Collective Agreement the following agenda items:
 - a. reasonable workloads;
 - b. harassment-free workplace;
 - c. retirement recognition and benefits;
 - d. Employer's incentive plan;
 - e. mortgage rates and loan rates; and
 - f. RRSP rates.
2. The agenda items for the Standing Committee referred to in Paragraph (1) above are in addition to the agenda items for said Committee set out in article 3, Section 4 of the Collective Agreement.
3. This Letter of Agreement may be changed at any time by written mutual agreement by and between the Parties.
4. This Letter of Agreement shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this ____ day of _____, 2011



Paul Pupo
General Manager
FOR THE EMPLOYER



Jack Gerow
Union Representative
FOR THE UNION

APPENDIX "A-2"
JOB CLASSIFICATIONS & WAGE SCALE – FULL-TIME EMPLOYEES
Effective July 1, 2010

	START	6 MONTHS	12 MONTHS	24 MONTHS	36 MONTHS
TRAINEE					
Monthly	2,291.19				
Hourly	14.69				
Bi-Weekly	1,057.47				
GROUP I					
Monthly	2,481.83	2,577.16	2,673.63	2,863.12	3,051.47
Hourly	15.91	16.52	17.14	18.35	19.56
Bi-Weekly	1,145.46	1,189.46	1,233.98	1,321.44	1,408.37
GROUP II					
Monthly	2,673.63	2,767.80	2,863.12	3,051.47	3,242.12
Hourly	17.14	17.74	18.35	19.56	20.78
Bi-Weekly	1,233.98	1,277.45	1,321.44	1,408.37	1,496.36
GROUP III					
Monthly	2,863.12	2,958.45	3,051.47	3,242.12	3,435.06
Hourly	18.35	18.96	19.56	20.78	22.02
Bi-Weekly	1,321.44	1,365.44	1,408.37	1,496.36	1,585.41
GROUP IV					
Monthly	3,035.39	3,137.61	3,235.23	3,438.50	3,640.63
Hourly	19.46	20.11	20.74	22.04	23.34
Bi-Weekly	1,400.95	1,448.13	1,493.18	1,587.00	1,680.29
STUDENT					
Hourly	12.71				

CALCULATION OF RATES

Hourly—monthly x 12/1872 hours

Bi-weekly—monthly x 12/26 pay periods

APPENDIX "A-2"
JOB CLASSIFICATIONS & WAGE SCALE – FULL-TIME EMPLOYEES
 Effective July 6, 2011

	START	6 MONTHS	12 MONTHS	24 MONTHS	36 MONTHS
TRAINEE					
Monthly	2,342.74				
Hourly	15.02				
Bi-Weekly	1,081.26				
GROUP I					
Monthly	2,537.67	2,635.14	2,733.78	2,927.54	3,120.13
Hourly	16.27	16.89	17.52	18.77	20.00
Bi-Weekly	1,171.23	1,216.22	1,261.75	1,351.17	1,440.06
GROUP II					
Monthly	2,733.78	2,830.08	2,927.54	3,120.13	3,315.06
Hourly	17.52	18.14	18.77	20.00	21.25
Bi-Weekly	1,261.75	1,306.19	1,351.17	1,440.06	1,530.03
GROUP III					
Monthly	2,927.54	3,025.01	3,120.13	3,315.06	3,512.35
Hourly	18.77	19.39	20.00	21.25	22.52
Bi-Weekly	1,351.17	1,396.16	1,440.06	1,530.03	1,621.08
GROUP IV					
Monthly	3,103.69	3,208.20	3,308.02	3,515.87	3,722.55
Hourly	19.90	20.57	21.21	22.54	23.86
Bi-Weekly	1,432.47	1,480.71	1,526.78	1,622.71	1,718.10
STUDENT					
Hourly	13.00				

CALCULATION OF RATES

Hourly—monthly x 12/1872 hours

Bi-weekly—monthly x 12/26 pay periods

APPENDIX "A-2"
JOB CLASSIFICATIONS & WAGE SCALE – FULL-TIME EMPLOYEES
Effective July 4, 2012

	START	6 MONTHS	12 MONTHS	24 MONTHS	36 MONTHS
TRAINEE					
Monthly	2,395.45				
Hourly	15.36				
Bi-Weekly	1,105.59				
GROUP I					
Monthly	2,594.77	2,694.43	2,795.29	2,993.41	3,190.33
Hourly	16.63	17.27	17.92	19.19	20.45
Bi-Weekly	1,197.59	1,243.58	1,290.14	1,381.58	1,472.46
GROUP II					
Monthly	2,795.29	2,893.75	2,993.41	3,190.33	3,389.65
Hourly	17.92	18.55	19.19	20.45	21.73
Bi-Weekly	1,290.14	1,335.58	1,381.58	1,472.46	1,564.46
GROUP III					
Monthly	2,993.41	3,093.07	3,190.33	3,389.65	3,591.38
Hourly	19.19	19.83	20.45	21.73	23.02
Bi-Weekly	1,381.58	1,427.57	1,472.46	1,564.46	1,657.56
GROUP IV					
Monthly	3,173.52	3,280.39	3,382.45	3,594.98	3,806.31
Hourly	20.34	21.03	21.68	23.04	24.40
Bi-Weekly	1,464.70	1,514.02	1,561.13	1,659.22	1,756.76
STUDENT					
Hourly	13.29				

CALCULATION OF RATES

Hourly—monthly x 12/1872 hours

Bi-weekly—monthly x 12/26 pay periods

APPENDIX "A-2"

JOB CLASSIFICATIONS and PART-TIME HOURLY WAGE RATES

		START	6 MONTHS	12 MONTHS	24 MONTHS	36 MONTHS
TRAINEE [3 months service... then to Group I]	July 1, 2010	\$15.57				
	July 6, 2011	\$15.92				
	July 4, 2012	\$16.28				
GROUP I						
Teller	July 1, 2010	\$16.86	\$18.17	\$18.86	\$20.19	\$21.52
Clearing Clerk	July 6, 2011	\$17.24	\$18.58	\$19.28	\$20.64	\$22.01
	July 4, 2012	\$17.63	\$19.00	\$19.72	\$21.11	\$22.50
GROUP II						
Member Service	July 1, 2010	\$18.17	\$19.51	\$20.19	\$21.52	\$22.87
Loan Clerk	July 6, 2011	\$18.58	\$19.95	\$20.64	\$22.01	\$23.38
Secretary/Receptionist	July 4, 2012	\$19.00	\$20.40	\$21.11	\$22.50	\$23.91
Member Services/Clearing						
GROUP III						
Head Teller	July 1, 2010	\$19.45	\$20.86	\$21.52	\$22.87	\$24.22
Member Services II	July 6, 2011	\$19.89	\$21.33	\$22.01	\$23.38	\$24.77
Member Services/Accounts Clerk	July 4, 2012	\$20.34	\$21.81	\$22.50	\$23.91	\$25.32
Loan Clerk/Interviewer						
GROUP IV						
Loan Officer	July 1, 2010	\$20.63	\$22.12	\$22.81	\$24.24	\$25.67
	July 6, 2011	\$21.09	\$22.62	\$23.32	\$24.79	\$26.25
	July 4, 2012	\$21.57	\$23.13	\$23.85	\$25.35	\$26.84

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 ten percent [10%] to compensate for Statutory Holiday pay and in lieu of the benefits set out in Article 10. The hourly rates resulting from this calculation are as follows:

- a) Part-time employees shall progress through the salary scales based on days worked as per Article 14, Section 9 [b].
 - i.e. Three months [3] step, sixty-five [65] days worked,
 - Six [6] months step, one hundred thirty [130] days worked,
 - Twelve [12] months step, two hundred and sixty [260] days worked.
- b) Part-time employees shall receive the pro-rated hourly rate of pay for the step at which they are paid, plus ten percent [10%] in lieu of benefits as described herein.