

# **COLLECTIVE AGREEMENT**

**Between**

**CCEC CREDIT UNION**

**And**

**UNIFOR LOCAL 3000**



**JANUARY 1, 2015 to JUNE 30, 2018**

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This Agreement is for your benefit, so please study it carefully. Keep a copy of this contract available at all times. If any questions arise, please bring them to your Shop Steward or call the Union (604-526-3038).

Make your Union work by remembering the following points:

1. YOU are the Union.
2. YOU can keep your Union strong by participating in as many meetings as possible.
3. SUPPORT your Union Executive and other Committees
4. YOUR Union is a means of establishing and maintaining satisfactory wages and working conditions.
5. KNOW your rights.
6. All Union meetings shall be posted on your Local Bulletin Board. Please attend.

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326 - 12th Street  
New Westminster BC  
V3M 4H6  
Phone: 604-526-3038

Unifor Regional Office  
326 - 12th Street  
New Westminster BC  
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## **ARTICLE 1 - RECOGNITION**

### **1.01 Exclusive Bargaining Agent**

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for its employees, as defined in Article 1.01 (c) hereof, for the purpose of determining all working conditions and conditions of employment.
- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the life of this agreement which vary the terms and conditions of employment contained herein.
- (c) The term "employee" as used in and for the purpose of this Agreement shall include all employees of the Employer who are covered or may be covered by the certification.

### **1.02 Performance of Bargaining Unit Work**

Persons whose regular jobs are not in the Bargaining Unit shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, during peak periods or in emergencies when qualified bargaining unit employees are not available.

### **1.03 Contracting Out**

The Employer shall not contract out work regularly performed by members of the bargaining unit without the prior approval of the Union.

### **1.04 Services, Products Produced under Fair Labour Conditions**

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

### **1.05 Shop Stewards**

- (a) Two (2) Shop Stewards selected by the Union shall be recognized by the Employer. Either one shall have reasonable time off during working hours where it is required in connection with the handling of a grievance. Only one (1) of the Shop Stewards shall act at any one time.

- (b) All new employees will be introduced to the shop steward if available during the first day of employment during a mutually convenient time. The Shop Steward will be given an opportunity to meet each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes for the purpose of providing the new employee with a copy of the Collective Agreement and to advise him/her about the Union and union membership.
- (c) In the case of layoff of a shop steward, the Employer agrees to give eight (8) hours' notice to the Union.
- (d) The Employer agrees that there will be no discrimination against an employee who is carrying out the duties of shop steward.

#### **1.06 Union Access to Employer's Premises**

The Union Representative(s), duly authorized and with prior notice to the Employer, shall be allowed reasonable access to the Employer's premises.

#### **1.07 Bulletin Board**

The Employer will provide a bulletin board on the premises for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Shop Stewards.

#### **1.08 Successor Status and Notice to Union**

If all or part of the Employer's business is sold, leased, transferred, merged, reorganized, taken over or otherwise disposed of, the purchaser, lessee or transferee shall be bound by all the proceedings under the applicable legislation including being bound by this Collective Agreement.

Where the Employer intends to relocate it will provide the Union with as much notice as possible and where the certification is varied, will consider input from union members about the new premises, design, machines, equipment or work organization.

#### **1.09 Savings Provision**

If any Article or provision or part thereof of this Agreement shall be rendered null and void, or materially altered, or otherwise declared invalid, inoperative or unenforceable, by any tribunal of competent jurisdiction or applicable legislation, the remaining provisions of the Agreement shall remain in full force and effect for the term of the Agreement. The Employer and the Union shall confer to settle upon a mutually agreeable provision(s) to be substituted for the provisions so altered or invalidated, if necessary.



## **1.10 Disclosure of Personal Information to the Union**

- (a) Both parties recognize that in order to fulfill its obligations as the exclusive bargaining agent for members of the bargaining unit, the Union may require the disclosure by the Employer of personal employee information. As such, the Employer agrees to release the required information to the Union on the understanding that it will be relevant to a specific issue or grievance covered by the terms of this Collective Agreement. Release by the Employer of personal health information shall require the employee's prior written authorization.
- (b) The Union agrees that it will use such information for the sole purpose of carrying out its duties and obligations as a representative of the employees and that it will use and maintain the information in a manner consistent with the Union's internal privacy policy and any applicable legislation. The Union further agrees to hold the Employer harmless against any claim which may arise in complying with the requirements of this clause.

## **ARTICLE 2 - UNION SECURITY**

### **2.01 Check-off: Process and Procedure**

- (a) The Employer shall deduct initiation fees, Union dues, fees and assessments upon receipt of a signed authorization by an employee, on the following pay period. Such authorization is to be completed and signed by the employee on commencement of employment. These monies, together with an itemized statement, are to be remitted by the Employer by the fifteenth (15th) day of the month following the month in which the deductions are made. All new employees coming into the bargaining unit shall complete and sign the Union application card. The cards will be supplied to the Employer by the Union.
- (b) Cheques shall be made payable to the Local Union and forwarded to the Local Union Secretary-Treasurer.
- (c) The Employer agrees to show on each employee's T4 slip the amount of dues deducted.

### **2.02 Membership**

All present and future employees shall be members of the Union and shall remain members in good standing as a condition of employment. Upon notice in writing from the Union that an employee is not in good standing the Employer shall immediately discontinue the employment of such employee.

### **2.03 Union Hiring Hall**

The Union will be notified of all job vacancies and may refer appropriate applicants for consideration by the Employer.

## **ARTICLE 3 - RESERVATIONS TO MANAGEMENT**

### **3.01 Employer Rights**

The Union recognizes the right of the Employer to operate the business and direct the working force in a reasonable manner subject to the provisions of this Agreement and the right of the Union or the employees to grieve, as provided in Article 16 and 17.

### **3.02 Statutory Powers and Duties**

Nothing herein contained shall limit the statutory powers and statutory duties of the directors of the Employer under the Credit Union Act, Section 61, which provides:

"Subject to this Act, the regulations and rules, the Directors shall manage or supervise the management of the Credit Union and may exercise all the powers of the Credit Union."

### **3.03 Direction of Office Staff**

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 managerial and/or supervisory capacity.

## **ARTICLE 4 - DEFINITION OF EMPLOYEES**

### **4.01 Probationary Period**

The probationary period for all regular employees shall be sixty (60) days worked or one hundred and twenty (120) calendar days, whichever comes first. The Employer shall provide orientation and training for all probationary employees and shall provide two written evaluations, one approximately at the halfway point of the probationary period and the other just prior to completion of the probationary period.

### **4.02 Regular Employee**

A regular employee shall be defined as an employee who is scheduled to work on a continuous basis.

#### **4.03 Temporary Employee**

- (a) A temporary employee shall be defined as an employee so informed in writing by the Employer at the start of employment. Temporary employment shall be for a special project or a specified period of time not exceeding one hundred twenty (120) calendar days duration, except for employees in temporary vacancies created under Articles 10.05 (Parenting Leave), 19 (Sick Leave) 10.04 Union Leave or when extended by mutual agreement between the Union and the Employer.
- (b) A temporary employee reclassified to regular status without a break in employment will have rights under this Collective Agreement based on seniority dated from the first day 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.

#### **4.04 Casual Employee**

- (a) A casual employee shall be defined as an employee who is employed to provide short term emergency help. A casual employee shall not be employed to do work that a regular employee wants and is qualified to do.
- (b) Casual work will be distributed on an equitable basis having in mind the nature of the work to be performed. (See LOU # 4)
- (c) Casual employees do not accrue seniority.
- (d) If over any six (6) month period total casual hours worked in a specific classification averages twenty (20) hours per week or more, and provided that there has not been an interruption in that six (6) month period of more than thirty (30) calendar days, then the Employer shall create, post and fill a regular teller position pursuant to Article 6.
- (e) Casual tellers shall be defined as casual employees who are employed to perform teller duties, which may include clerical work. Casual clerical employees shall be defined as casual employees who are employed to perform clerical work only, including but not limited to statement processing.
- (f) Casual tellers shall be given preference over casual clerical employees in assigning shifts.
- (g) When a casual employee becomes a regular employee his/her vacation entitlement will commence as of her seniority date.

- (h) A casual employee will be entitled to vacation pay at the rate of four percent (4%) of gross wages every pay period as of date of hire.
- (i) A casual employee will be entitled to four percent (4%) of gross wages every pay period in lieu of benefits as of date of hire.
- (j) Article 5 (Seniority), Article 9 (Vacation Entitlement), Clause 10.01 (Bereavement Leave), Clause 10.02 (Court or Jury Duty), Clause 10.07 (Moving Leave), Clause 10.09 (Adverse Weather Conditions), and Clause 14.05 (Lay-off or Severance Options), will not apply to casual employees. Except as otherwise stated in this Collective Agreement all other terms of the Collective Agreement shall apply.

## **ARTICLE 5 - SENIORITY**

### **5.01 Seniority Defined**

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

### **5.02 Eligibility for Seniority Entitlement**

The seniority of each regular employee covered by this Agreement will be established after a probationary period of one hundred and twenty (120) calendar days, or sixty (60) days worked, whichever comes first, after which an employee's seniority shall be backdated to the employee's first day of employment as a regular employee.

### **5.03 Seniority Cancelled**

Seniority standing shall be cancelled if an employee:

- (a) voluntarily leaves the employment of the Employer;
- (b) is discharged for just cause and not reinstated under the terms of this Agreement, or
- (c) is recalled to work and does not report to work as provided in Article 5.08.
- (d)
  - (i) is not recalled within one (1) year of layoff if less than five (5) years of seniority;
  - (ii) is not recalled within two (2) years of layoff if five (5) years or more of seniority;

- (e) accepts an excluded position with the Employer for a period exceeding six (6) calendar months, or such other period mutually agreed upon by the parties.

#### **5.04 Notice of Lay-off**

In the event of any lay-off one (1) week notice of lay-off per year of service with a minimum of two (2) weeks and a maximum of ten (10) weeks or pay in lieu thereof shall be given to regular employees who have completed their probationary period.

#### **5.05 Layoff Procedure**

An employee will be laid off according to his/her seniority applied on a classification basis. An employee who has worked in another classification and has the present ability may "bump" the least senior employee working in that classification.

#### **5.06 No New Employee Hired While Employee Laid Off in Same Classification**

New employees shall not be hired in a classification while employees in the same classification are on layoff.

#### **5.07 Avoidance of Layoff Through Redistribution of the Available Work**

The Employer may either lay off employees in accordance with this Article or may confer and mutually agree with the Union upon a plan for the equitable distribution of the available work in order to avoid the layoff.

#### **5.08 Recall Procedure**

- (a) Employees shall be recalled in the inverse order of their layoff by classification.
- (b)
  - (i) Employees shall be notified of recall by telephone, email, or other type of message which will be confirmed by registered mail. An employee being recalled must return to work within five (5) days unless it is not reasonably possible in which case the employee will be by-passed.
  - (ii) However, an employee shall have the right to decline to return to work if the Employer cannot guarantee four (4) full weeks of employment and the employee shall not forfeit his/her seniority standing in such a case. A copy of the notice will be given to the Shop Steward.

#### **5.09 Seniority Lists**

The Employer will prepare seniority lists of all employees and present them to the Union within thirty (30) days of the signing of this Agreement. Said lists 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 upon request.

## **ARTICLE 6 - JOB POSTING AND JOB AWARDS**

### **6.01 Job Posting**

- (a) Job posting, including temporary vacancies of thirty (30) days and more for positions within the bargaining unit shall be posted for not less than six (6) working days. The Shop Steward shall receive copies of all job postings. The Employer shall fill job vacancies in accordance with article 6.03 (a) before hiring new employees.
- (b) All applications on posted jobs shall be in writing or on a form provided by the Employer.

### **6.02 Job Posting Detail**

- (a) The posting shall contain the following information:
  - (i) the job classification;
  - (ii) a general outline of the duties and responsibilities;
  - (iii) the anticipated hours of work per week;
  - (iv) the anticipated shifts to be worked;
  - (v) the applicable wage rate
- (b) If the vacancy referred to herein occurs without advance notice to the Employer, the Employer shall fill the vacancy from amongst employees qualified to perform the tasks of the job until the job posting procedure has been completed. The Employer agrees to promptly award the job according to the selection process outlined herein.

### **6.03 Selection Process**

- (a) Preference for job awards shall be given to employees who have the seniority and the skills and qualifications, acquired through successful cross training or otherwise, to do the job. Employees awarded jobs in accordance with this provision are subject to a probationary period or a sixty (60) day trial period if the employee has already completed a probationary period.
- (b) Should, during the trial period, the employee be unable to fulfil the job requirements or should she/he decide that she/he does not want to continue in the job, then the employee shall return to her/his former position.

#### 6.04 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.

#### 6.05 Cross Training

- (a) The parties recognize the importance of cross training to ensure that employees are properly trained for backup and for promotions. **When the Employer identifies a cross training opportunity the Employer shall provide each regular employee written notification of the cross training opportunity in following with 6.02(a).** The Employer undertakes to cross train employees on the basis of seniority and the ability to do the job within a reasonable period of time.
- (b) Where an employee has received cross training in a calendar year, s/he may only be cross trained in another position by mutual agreement in the same year.
- (c) An employee must have demonstrated ability in her/his present position before being cross trained in another position.
- (d) The Parties agree that the Joint Liaison Committee will review "core duties" for each position and requirements for each position for purposes of cross training.

### ARTICLE 7 - HOURS OF WORK

#### 7.01 Normal Straight Time Hours of Work

- (a) Subject as herein provided, no employee covered and within the scope of this Agreement shall be scheduled for a greater number of hours than:
  - (i) Thirty-seven and one half (37½) hours in any six (6) day period (Monday to Saturday);
  - (ii) Five (5) days in any six (6) day period (Monday to Saturday);
  - (iii) Eight (8) hours in any one day;except in the case of an emergency when employees may be employed longer, provided overtime premiums are paid.
- (b) The determination of the starting time of daily and weekly work schedules shall be made through consultation between employees and the Employer subject to

the guidelines in Article 7.01 (i), (ii), and (iii). **The Employer will make every reasonable effort to post the schedule for the following month by no later than the 15<sup>th</sup> of the month.**

- (c) In the event of any permanent changes in the normal starting and quitting times of shifts as required by the Credit Union, the Employer agrees to give at least fifteen (15) days' notice of any change.
- (d) In cases of emergencies, an employee called back to work after completion of her scheduled shift, or called in to work on a scheduled day of rest, shall be paid the greater of actual time worked at the appropriate rate of pay, or 2 hours at time and one half her regular rate of pay.
- (e) Where an employee is scheduled to attend committee meetings, the following will apply:
  - (i) on a scheduled day of rest the employee shall be paid for a minimum of four hours at the appropriate rate of pay.
  - (ii) after completion of a scheduled shift, the employee shall be paid in accordance with 7.01(a)(iii).
- (f) The Employer will **offer** shifts, including days off, based on seniority and operational needs.

## 7.02 Rest Periods

- (a) All employees working a shift of seven and one half (7 1/2) hours or more per day inclusive of rest periods shall be entitled to two (2) paid fifteen (15) minute rest periods. A one half (1/2) hour unpaid lunch break will be provided near the middle of the shift. **All Employees working a shift of seven (7) hours per day inclusive of rest periods shall be entitled to two (2) paid fifteen (15) minute rest periods and one (1) unpaid fifteen minute rest period.** Employees working shifts of more than four (4) hours but less than **seven (7) hours** are entitled to two (2) paid fifteen (15) minute rest periods. All rest periods are to be taken at a mutually agreed upon time.”
- (b) Employees working shifts of four (4) or fewer hours are entitled to one (1) paid fifteen (15) minute rest period.
- (c) Time taken during the work day as sick leave shall not be considered as time worked for the purpose of calculating rest periods.



### **7.03 Overtime Premium**

- (a) Double time shall apply for all hours worked over ten (10) in a day and over forty-two and one-half (42 ½) in a week.
- (b) All other overtime beyond the normal straight time hours of work shall be paid at time and one-half (1 ½).

### **7.04 Overtime Banking**

- (a) Hours worked as overtime may be accrued as banked hours and may be withdrawn in whole or in part as time off at a mutually agreed upon time, or paid out.
- (b) An employee who is to receive compensating time off shall be given time off equivalent of the number of hours for which she/he would have been paid.

### **7.05 Overtime Meal Money**

Meal money at the rate of \$8.00 shall be paid when an employee is required to work overtime in excess of one and one-half (1½) hours in a day. The employee shall be allowed one (1) paid (½) half hour for the meal time.

### **7.06 Overtime Voluntary**

All overtime is voluntary and must be authorized in advance by management except in:

- (a) emergencies, or
- (b) when work must be completed the same day and management is not able to authorize such work.

### **7.07 Restricted Hours and/or Days of Work**

Notwithstanding Article 7.01, employees may request in writing that their scheduled hours and days of work be set respecting agreed upon restrictions.

### **7.08 Minimum Pay**

Any employee who reports to work as scheduled or is called to work and is subsequently told her services are not required shall be paid a minimum of four (4) hours.

## ARTICLE 8 - STATUTORY HOLIDAYS

### **8.01 Statutory Holidays and Eligibility**

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

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

and any other day that may be proclaimed a holiday by the Provincial, and/or Federal government (whether or not the legislation applies to this workplace). Should one (1) of the above holidays fall on an employee's normal day(s) off, the employee shall receive an additional day or days off with pay to be taken adjacent to the employee's normal day(s) off, or at a time mutually agreed between the employee and the Employer.

- (b) To qualify for statutory holiday pay an employee must have commenced employment at least thirty (30) days prior to the Statutory Holiday.
- (c) An employee who has worked in the last thirty (30) days before a statutory holiday, shall be paid on the following basis-by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period as described, by the number of days worked.

### **8.02 Statutory Holidays When on Vacation**

In the event any of the Statutory Holidays set out in Article 8.01 occur during the period of an employee's vacation, an additional full days' vacation with pay shall be allowed for each holiday so occurring.

### **8.03 Pay for Work on Statutory Holiday**

Employees who are required to work on a statutory holiday shall be paid at the rate of time and one half (1½) their regular hourly rate for all hours worked in addition to holiday pay they may qualify for as per Article 8.01.

## ARTICLE 9 - VACATION ENTITLEMENT

### **9.01 Annual Vacation and Pay Entitlement**

- (a) For the purpose of Vacation Leave, an employee's date of hire will be her anniversary date. Regular employees shall be entitled to annual vacation with pay as follows:
- (i) During 1st, 2nd and 3rd year of employment - 3 weeks
  - (ii) During 4th, 5th and 6th year of employment - 4 weeks
  - (iii) During 7th and subsequent years of employment - 5 weeks.
  - (iv) On a one-time only basis, one (1) additional weeks' vacation during the fifteenth (15th) year of employment.
  - (v) On a one-time only basis, one (1) additional weeks' vacation during the twentieth (20<sup>th</sup>) year of employment
  - (vi) vacation pay shall be calculated at 2% per week.
  - (vii) vacation pay shall be the appropriate percentage of gross earnings for the period in which the vacation was earned. Should an employee's services be terminated, the employee shall reimburse the Employer for any overpayment received.
- (b) Employees shall be entitled to bank a maximum of five (5) days' vacation and carry those days into the following vacation year. Any carried over vacation time must be taken during that year.
- (c) Requests for vacation shall not be unreasonably denied.

### **9.02 Vacation Pay**

Vacation pay shall be paid to the employee upon request up to seven (7) days before the beginning of his/her annual vacation. When an employee takes only a portion of her/his vacation, vacation pay paid to the employee shall be an equivalent portion.

### **9.03 Vacation Pay on Termination**

Where the employment of an employee is terminated by the Employer all monies owing to the employee shall be paid within forty-eight (48) hours of the employee's last day

worked. Where an employee terminates his/her employment all monies owing to the employee shall be paid within six (6) days of the employee's last day worked.

#### **9.04 Vacation Scheduling**

A blank vacation schedule for the period April 16 to April 15 of the following year shall be posted by February 1 of each year. Employees shall have until March 15 to choose vacation times and have them approved according to seniority. Employees who choose to make vacation requests after March 15 shall be granted vacation on a first come first serve basis.

The Employer shall confirm in writing vacation requests made prior to March 15 no later than April 15 of each year.

During the period of June 15 up to and including September 15 individual employees shall only be permitted to take a maximum of four (4) consecutive weeks of vacation, except in exceptional circumstances where there is mutual agreement between the Employer and the Union.

#### **9.05 Illness/Accident During Vacation**

Where an employee becomes ill or suffers an accident while on vacation, and where such illness or accident is certified by a medical practitioner, she/he shall be entitled to draw on sick leave benefits for the duration of the illness or disability without loss of vacation time.

### **ARTICLE 10 - LEAVES OF ABSENCE**

#### **10.01 Bereavement Leave**

- (a) In the event of a death in the immediate family, the Employer shall grant three (3) days leave with pay, five (5) days leave with pay if travel is required outside of the province and additional unpaid time off as needed.
- (b) Immediate family is defined as the employee's spouse, common-law spouse, parent, brother, sister, mother-in-law, father-in-law, children, grandchildren, grandparent, stepchild, stepmother or stepfather.

#### **10.02 Court or Jury Duty**

Any time lost by an employee due to necessary attendance on Jury Duty or as a subpoenaed witness shall be paid at his/her regular rate of pay. The employee shall

remit to the Credit Union all monies paid to him/her by the court, except travel and meal allowances.

### **10.03 Compassionate Leave**

In the case of serious illness in the family the Employer shall grant reasonable leave of absence without pay.

### **10.04 Leave for Union Business**

- (a) If an employee of the Employer should be elected to act as a delegate for the Union, she/he shall be allowed, upon sufficient notification, reasonable leave of absence without pay, for the transaction of Union business.
- (b) If any employee of the Employer 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 twelve (12) months. The employee shall return to his/her former position within thirty (30) days of completion of his/her employment with the union. The Parties agree that the leave of absence may be extended by mutual agreement.

### **10.05 Parenting Leave**

#### **(a) Maternity Leave**

- (i) A pregnant employee who requests leave under this Clause is entitled to up to seventeen (17) weeks of unpaid leave:
  - (A) beginning
    - (1) no earlier than eleven (11) weeks before the expected birth date, and
    - (2) no later than the actual birth date, and
  - (B) ending
    - (1) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
    - (2) no later than seventeen (17) weeks after the actual birth date.

- (ii) An employee requests leave under this clause after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (iii) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under sub-clauses (A) or (B).
- (iv) A request for leave must:
  - (A) be given in writing to the Employer;
  - (B) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and
  - (C) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under sub-clause (iii);
  - (D) A female employee in her pregnancy shall be granted an indefinite unpaid leave of absence based on her physician's medical advice, in writing duly provided to the Employer, prior to childbirth but shall not be required to go on maternity leave until eleven (11) weeks prior to the expected delivery date.
- (v) A request for a shorter period under sub-clause (a)(i)(B)(1):
  - (A) be given in writing to the Employer at least one week before the date the employee proposes to return to work, and
  - (B) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

(b) **Parental Leave**

- i) An employee who requests parental leave under this clause is entitled to:

- (A) for a birth mother who takes leave under Clause (a) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Clause (a) unless the Employer and employee agree otherwise;
  - (B) for a birth mother who does not take leave under Clause (a) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event;
  - (C) for a non-birth parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
  - (D) for an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
- (ii) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (b)(i).
  - (iii) A request for leave must:
    - (A) be given in writing to the Employer,
    - (B) if the request is for leave under subsection (b)(i)(A) or (B), be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
    - (C) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
  - (iv) An employee's combined entitlement to leave under Clause (a) and this Clause is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Clause (a)(iii) or Clause (b)(ii).

(c) **Duties of Employer**

- (i) An Employer must give an employee who requests leave under Clause 10.05 the leave to which the employee is entitled.
- (ii) An Employer must not, because of an employee's pregnancy or a leave allowed by Clause 10.05.
  - (A) terminate employment, or
  - (B) change a condition of employment without the employee's written consent.
- (iii) As soon as the leave ends, the Employer must place the employee:
  - (A) in the position the employee held before taking leave under Clause 10.05, or
  - (B) in a comparable position.
- (iv) If the Employer's operations are suspended or discontinued when the leave ends, the Employer must, subject to the seniority provisions in a collective agreement, comply with sub clause (iii) as soon as operations are resumed.

(d) **Employment deemed continuous while employee on leave**

- (i) The services of an employee who is on leave under Clause 17.05 or is attending court as a juror are deemed to be continuous for the purposes of:
  - (A) calculating annual vacation entitlement and entitlement for individual or group severance pay, and
  - (B) any pension, medical or other plan beneficial to the employee.
- (ii) In the following circumstances, the Employer must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave.
  - (A) if the Employer pays the total cost of the Plan;



- (B) if both the Employer and the employee pay the cost of the plan and the employee chooses to continue to pay his or her share of the cost.
- (iii) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.
- (iv) Sub clause (i) does not apply if the employee has, without the Employer's consent, taken a longer leave than is allowed under Clause 10.05.

#### **10.06 Personal Leave**

The Employer may grant leaves of absence without pay not otherwise covered in Article 10 for educational purposes unrelated to the Credit Union or for other personal reasons. Permission shall not be unreasonably withheld and shall be confirmed in writing.

#### **10.07 Moving Leave**

Paid leave shall be granted to a maximum of one (1) day in any calendar year where moving is required on the employee's workday.

#### **10.08 Education Leave**

Employees may be granted leaves of absence with pay to attend courses or seminars or other educational programs that the Employer and the employee agree are beneficial to the Employer and the employees involved. Tuition fees for such courses shall be paid by the Employer. Employer requires twenty (20) days' notice wherever possible.

#### **10.09 Adverse Weather Conditions**

In the event an employee cannot make it in to work, or arrives late to work due to adverse weather conditions, and has made reasonable efforts to do so, the Employer shall grant up to ten (10) hours paid leave per calendar year to cover lost time.

### **ARTICLE 11 - HUMAN RIGHTS AND HARASSMENT**

#### **11.01 Human Rights – Discrimination and/or Harassment**

The Employer and the Union agree that discrimination and/or harassment of any person because of colour, national origin, religion, age, marital status, sexual orientation, same-sex partnership status, gender identity or disability is absolutely prohibited.

## **11.02 Right To An Environment Free From Sexual Harassment**

Every person may assert their right to be treated with dignity, respect and courtesy as a fundamental basis of a working relationship and to work in an environment free from any form of discrimination and/or harassment whether individual and/or sexual in nature, and/or based on any prohibited grounds. Action contravening this policy will constitute grounds for discipline. The Union and the Employer agree to cooperate in expeditiously resolving all complaints of discrimination and/or harassment which arise in the workplace.

## **11.03 Harassment Defined**

### **(a) Sexual Harassment**

Sexual harassment shall be defined as any repeated and/or unwelcome physical contact, compromising invitation with sexual overtones or sexual comment, look gesture or suggestion that creates an uncomfortable working environment for the recipient, made by a person who knows or ought to know it is unwelcome. It can also mean words or actions of a sexual nature which are intended only to be friendly. Sexual harassment may include a single sexual advance made by a person in authority over the recipient or implies a threat or denial of employment opportunity including a reprisal made after a sexual advance is rejected.

### **(b) Individual Harassment**

Individual Harassment shall be defined as any offensive conduct or improper behaviour that demeans and/or causes embarrassment, by an individual directed at, or offensive to, another individual and that a reasonable person ought to have known would be unwelcome, and/or where such actions have the effect of creating an intimidating, humiliating, hostile or offensive work environment.

### **(c) Actions Not Included**

Discrimination and/or harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

### **(d) No Reprisal For Raising A Complaint**

No employee shall be subject to reprisal, threat of reprisal or discipline as a result of raising any complaint of discrimination and/or harassment (of any kind) in good faith.

(e) **Strict Confidence**

Complaints of discrimination and/or other harassment shall be treated seriously and in confidence so as to protect the confidentiality of the complainant.

(f) **Right To Discontinue Contact**

An employee alleging harassment shall have the right to discontinue contact with the alleged harasser without incurring any loss in pay or benefits or being penalized in any way pending determination of a complaint or grievance under this Agreement.

(g) **Discipline of Any Person**

Where it has been proven that a person employed by the Employer has engaged in any form of discrimination and/or harassment the Employer agrees to discipline that person appropriately.

(e) **Frivolous, Vindictive or Vexatious Complaints**

An employee who raises a complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action.

(h) **Rights Not Negated**

Nothing in this Article shall be considered to negate the right of a person to seek compensation through civil action or other legal means for any damages arising from a bona fide complaint of discrimination and/or harassment, including but not limited to filing a Human Rights complaint.

## **ARTICLE 12 - HEALTH, SAFETY AND ENVIRONMENT**

### **12.01 Employer's Responsibility**

The Employer acknowledges its responsibility to make all reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace, including a properly heated, ventilated and lighted working environment that is as free as possible from pollution.

## **12.02 No Smoking Policy**

The Employer will maintain a "NO SMOKING" policy within the workplace.

## **12.03 Liaison Committee's Responsibility**

The function of the Liaison Committee with respect to the Health and Safety Program shall be to jointly consider, monitor, inspect, investigate and/or review health and safety conditions and practices. Payment to attend seminars and/or upgrading on health and safety matters relevant to the workplace shall be subject to agreement of the Liaison Committee.

## **12.04 Illness/Injury at Work**

An employee who is injured while at work and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of her work day at her regular rate of pay without reduction of sick leave. The Employer shall bear the costs of any necessary transportation.

## **12.05 Right to Refuse**

- (a) The Employer must ensure the adequate direction and instruction of workers in the safe performance of their duties.
- (b)
  - (i) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
  - (ii) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (i) must immediately report the circumstances of the unsafe condition to his or her Employer.
  - (iii) The Employer receiving a report made under subsection (ii) must immediately investigate the matter and
    - (1) ensure that any unsafe condition is remedied without delay, or
    - (2) if in his or her opinion the report is not valid, must so inform the person who made the report.
  - (iv) If the procedure under subsection (iii) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the Employer must investigate the

matter in the presence of the worker who made the report and in the presence of:

- (1) a worker member of the occupational health and safety committee,
  - (2) a worker who is selected by a trade union representing the worker, or
  - (3) if there is no occupational health and safety committee, any other reasonably available worker selected by the worker.
- (v) If the investigation under subsection (iv) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the Employer and the worker must immediately notify a WCB officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
- (c) (i) A worker must not be subject to disciplinary action because the worker has acted in compliance with Article 12.05(b) or with an order made by a WCB officer.
- (ii) Temporary assignment to alternative work at no loss of pay to the worker until the matter in Article 12.05(b) is resolved is deemed not to constitute disciplinary action.

## **12.06 V.D.T.'s**

Employees who are required to regularly work directly with video display terminals (VDT's) shall do so under the following conditions:

- (a) Employees are entitled to have their eyes examined by an ophthalmologist or optometrist of the employee's choice:
  - (i) once per year for employees over 40 years of age;
  - (ii) once every two years for employees under age 40.
- (b) The Employer shall cover costs of such tests where they are not covered by MSP insurance benefits provided under this contract.
- (c) Employees who operate VDT's on an ongoing basis shall have a ten (10) minute break away from the VDT after each hour of continuous operation.

- (d) A pregnant employee shall not be required to operate such equipment against her will and she may undertake alternate work if available, or in the alternate take a unpaid leave of absence.
- (e) The Liaison Committee shall investigate health concerns regarding video display terminals.

## **ARTICLE 13 - GENERAL PROVISIONS**

### **13.01 Protected Working Conditions**

Existing working conditions and benefits not specifically mentioned herein, and as established by custom and usage shall continue in full force and effect and shall not be altered during the lifetime of this agreement except by mutual consent.

### **13.02 Liaison Committee**

- (a) The parties agree to establish a joint management-union liaison committee made up of two members of the Employer and two members of the Bargaining Unit.
- (b) In general it will be the purpose of this committee to examine, discuss and make recommendations to the parties on all matters of mutual interest such as:
  - (i) occupational health and safety
  - (ii) planned changes and/or additions in credit union operations
  - (iii) the creation of new job classifications
  - (iv) job training programs and cross training programs
  - (v) job descriptions
  - (vi) scheduling generally
  - (vii) conflict resolution
- (c) At the request of either party the parties agree to meet. The time, date and place for meetings shall be scheduled by mutual agreement. Up to two (2) hours of the Employer's time shall be made available each month.
- (d) Minutes shall be taken at all meetings and copies distributed to the Union and to the Employer with an additional copy posted on the Union Bulletin Board.

### **13.03 Notice of Closure**

The Employer agrees to give six (6) months written notice of the Credit Union closing to the Union and to the employees affected by the closure. In the event the Employer

does not give notice as described herein the Employer agrees to pay all regular employees in lieu of notice not given.

### 13.04 Employee Expenses

#### (a) Mileage

- (i) An employee, when authorized by the Employer to use their personal automobile while on the Employer's business, will be paid fifty cents (\$.50) per kilometre.
- (ii) When an employee leaves home for work and is required at a location other than at CCEC, she/he shall receive the mileage rate for all kilometres from home to the other location and back home if there is no requirement to be at CCEC that day. When the employee is expected to be at CCEC, mileage will be paid from CCEC to the other location and back to CCEC, unless the employee is either going to the other location from home, or returning home from the other location, in which case the mileage between the other location and home will be paid for that portion.
- (iii) The mileage rate will not apply when:
  - the other location is close by to CCEC
  - the other location is reasonably accessible using transit and awkward or heavy items are not being transported.

#### (b) Work Related Expenses

Where reasonable work related expenses are incurred and have been authorized by the Employer, employees will be reimbursed upon the presentation of completed expense forms and applicable receipts. The following maximums for meal reimbursement will apply:

Breakfast	\$10.00 (overnight only)
Lunch	\$15.00
Dinner	\$20.00

### **13.05 Service Charges**

The Employer agrees that:

Service charges for the following services will be waived for regular employees for the duration of this agreement:

- pre-authorized debits
- cheques
- on-line bill payments (inc. telephone)
- Canadian credit union ATM withdrawals
- Canadian point of sale (POS) transactions
- Stop payments

## **ARTICLE 14 - TECHNOLOGICAL CHANGE**

### **14.01 Introduction of Technological Change**

The Employer shall notify the Union at least ninety (90) days in advance of an intent to introduce technological change that affects the terms, conditions, or security of employment of any regular employees.

### **14.02 Parties to Bargain Collectively**

The Employer and Union agree to bargain collectively on terms and conditions and security of employment respecting the technological change, notwithstanding that a collective agreement has been entered into for a given term. Bargaining shall commence within ten (10) days of notice having been given under Section 1 above. If an agreement is not reached within thirty (30) days from commencement of bargaining either party may refer the matter to arbitration in following with Article 18 of this Agreement.

### **14.03 Notice**

The notice referred to in Section 1 above shall be in writing and shall state:

- (a) the nature of the technological change or reorganization;
- (b) the date on which the Employer proposes to effect the technological change or reorganization;
- (c) the approximate number and classifications of employees likely to be affected by the technological change or reorganization;



- (d) the effect that the technological change or reorganization is likely to have on the terms and conditions and security of employment of the employees affected;
- (e) the number of jobs and job classifications to be abolished and the number of new jobs and job classifications to be created by the proposed technological change or reorganization to the maximum extent that such information is then available.

#### **14.04 Employee Option to Transfer or Displace**

It is agreed that if an employee is displaced due to technological changes, the employee will be given the opportunity to transfer to a current vacant position or displace a less senior employee. The Employer shall provide training for an employee displaced under this Article provided that the employee has some qualifications for the new position and the training required does not exceed 120 calendar days.

#### **14.05 Lay-Off or Severance Options**

Where employees are displaced as a direct result of technological change, and do not fill another position as set out above, then they may elect to either be laid off or to receive severance pay. The amount of severance pay shall be calculated in keeping with Clause 5.04. Where an employee receives severance pay, his/her employment shall be terminated for all purposes.

### **ARTICLE 15 - ROBBERY OR HOLD-UP**

#### **15.01 Robbery or Holdup**

In the event of a robbery or holdup, the Employer shall provide access to professional counselling for post-traumatic stress.

#### **15.02 Post Traumatic Stress**

The Employer agrees that requests from employees for time off due to post-traumatic stress resulting from involvement in robbery or holdup will, on request, be granted by the Employer for the balance of the day on which the incident occurred plus the following day without loss of pay.

## **ARTICLE 16 - DISCIPLINE**

### **16.01 Just and Reasonable Cause**

An employee bound by this Agreement may only be disciplined for just and reasonable cause.

### **16.02 Right to Shop Steward**

- (a) An employee shall have the right to have a shop steward at any meeting arranged by the Employer where the employee requests the steward's presence.
- (b) when an employee is to receive discipline, whether it is a written warning, suspension or discharge, a shop steward shall be present.

### **16.03 Access to Personnel File**

The Employer agrees that an employee shall have access to his/her personnel file. Request for access to an employee's personnel file shall be made in writing and scheduled at a mutually convenient time. The file and its contents cannot be removed from the office and a representative of the Employer will be present at all times. The employee shall have access to the grievance and arbitration provisions of this Agreement to dispute any entries in his/her file.

### **16.04 Signing of Written Discipline**

Whenever an employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

### **16.05 Recording of Complaints**

No complaint shall be recorded or discipline assessed against an employee nor may it be used again him/her at any time unless said employee and the Union are advised accordingly in writing within ten (10) working days of the Employer's knowledge of the incident or occurrence giving rise to the complaint.

### **16.06 Written Reasons**

The Employer shall set out its written reasons for any discipline resulting in the suspension or discharge of an employee.

### **16.07 Garnishees**

The Employer agrees that an employee may not be disciplined solely because there is a pay deduction order in the form of a wage garnishee.

## **16.08 Legal Picket Line**

An employee shall not be disciplined for honouring a legal picket line.

## **16.09 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 twelve (12) months and may not be held against him/her thereafter. Any mention of a suspension shall remain on file.

# **ARTICLE 17 - GRIEVANCE PROCEDURE**

## **17.01 Procedure**

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

### **(a) Informal Step**

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 1**

The employee concerned may, within ten (10) working days of knowledge of the incident, in the presence of his/her shop steward, meet with management to attempt to settle the written grievance. Management shall respond within five (5) working days of the date of the Step 1 meeting outlining in writing the Employer's position.

### **(c) Step 2**

Failing settlement at step 1, the shop steward, with or without the Union staff representative, may within five (5) working days of the Step 1 response, meet with the Employer representative in order to attempt to settle the grievance. At this step, arrangements can be made for other Union and Employer representatives to attend. The Employer shall render his/her decision, in writing, within five (5) working days of the Step 2 meeting.

(d) **Step 3**

Should the Union disagree with the written position of the Employer the matter may be referred to the Labour Relations Board pursuant to Section 87 of the Labour Relations Code or to a single arbitrator as referred to in Article 18 of this collective agreement. The Union shall notify the Employer in writing within seven (7) calendar days of receipt of the Employer's position at Step 2 of the grievance procedure.

**17.02 Discharge, Suspension, Group, Union or Policy Grievances**

Discharge or suspension grievances, group, Union, or management policy grievances shall be admitted at Step 2 of the grievance procedure.

**17.03 Grievor Present at Any Stage**

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

**17.04 Absence from Work for Handling Grievances**

Absence from work, shall be permitted where it is required in connection with the handling of a grievance, provided that permission is received in advance from the supervisor. Such permission shall not be unreasonably withheld. Time spent in union management grievance meetings during working hours shall be considered time worked for the purposes of this Agreement.

**17.05 Technical Error or Omission**

No technical error or omission will render a grievance inarbitrable. However, the time limits set out in this procedure must be followed or the grievance shall be deemed to be abandoned. The time limits may be extended by mutual agreement.

**ARTICLE 18 - ARBITRATION**

**18.01 Arbitration Procedure**

If the parties have been unable to resolve the dispute in accordance with Article 17 the dispute shall be referred to a mutually agreed upon Arbitrator.

(a) 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 day of the hearing. This time limit may be extended by mutual agreement of the parties.

(b) The decision of the arbitrator shall be final and binding on both parties.

- (c) Each party shall bear one-half (1/2) the cost of the arbitrator.
- (d) The arbitrator shall not be vested with the power to change, modify, or alter any of the terms of this Agreement.
- (e) The parties agree to utilize Mark Brown and Judi Korbin on a rotation basis or such other person as the parties mutually agree.
- (f) Where the parties mutually agree beforehand, Section 87 of the Labour Relations Code may be substituted as an acceptable and binding alternative to a single arbitrator.

## **ARTICLE 19 - SICKNESS PROTECTION, MEDICAL/DENTAL & OTHER BENEFITS**

### **19.01 Sick Leave**

- (a) Paid sick leave shall be available to regular and temporary employees.
- (b) For every calendar month, an employee shall accumulate sick leave equivalent to one and one quarter (1 ¼) times his/her average daily work hours. Average daily hours shall be calculated as follows: average daily work hours = average weekly work hours as per job description divided by five (5).
- (c) Accumulated sick leave may not exceed 105 hours for regular employees and 20 hours for temporary employees.
- (d) Sick leave may be used for absences from his/her regularly scheduled work hours:
  - due to personal sickness or injury;
  - due to medical, dental, or optical examination or treatment;
  - in the event of quarantine or illness in the immediate family, if the immediate family is dependent on the employee's attendance;
  - during the waiting period for short term disability (STD) benefits (i.e. ten (10) days).
- (e) Wherever possible, an employee who is unable to work due to illness or injury, must apply for applicable insurance benefits.
- (f) Upon termination, there will be no reimbursement for unused sick leave
- (g) No employee shall be dismissed or lose seniority because of illness.

## 19.02 Medical Services Plan

The Employer will pay 50% of the cost for coverage by the Medical Services Plan of British Columbia for all regular employees who work less than 20 hours per week, and 100% of the cost of coverage for all regular employees working 20 hours or more per week.

## 19.03 Central 1 Health and Welfare Plan

- (a) All regular employees who work not less than twenty (20) hours per week shall be entitled to coverage under the B.C. Central Benefit Program after completion of the probationary period. The premium cost shall be fully (100%) paid by the Employer except for the disability where the premium cost shall be fully paid by the employee. Details of the following plans are contained in brochures provided by the Employer: Terms and conditions of the benefit plans shall be made available to Shop Stewards.
- (i) Extended Health Care (including vision care)
  - (ii) Term Life Insurance
  - (iii) Accidental Death and Dismemberment Plan
  - (iv) Dental Care
  - (v) Disability
  - (vi) Orthodontics (effective January 1, 2007 – Fifty percent (50%) reimbursement - \$2,000 / lifetime maximum)
- (b) Regular employees working less than twenty (20) hours a week shall receive four percent (4%) **of gross wages** in lieu of benefits outlined in 19.02 and 19.03 after completion of the probationary period. Temporary employees shall receive four percent (4%) **of gross wages** in lieu of benefits as of date of hire.
- (c) No four percent (4%) in lieu of benefits will be paid to any employee during their probationary period.
- (d) In the event the carrier imposes changes to the benefit package, the Liaison Committee will review options prior to implementation.
- (e) Vision Care - three hundred dollars (\$300.00) every twenty four (24) months for employees and two hundred and fifty dollars (\$250.00) every twenty four (24) months for dependants.
- (f) Subject to carrier approval, employees on LTD for longer than thirty-six (36) months who choose to remain enrolled on the medical/dental benefits will ensure that all monthly premiums are payable in advance by the employee.

#### 19.04 Pension Plan

- (a) Participation in the pension plan is mandatory for regular employees who work twenty (20) hours a week or more.
- (b) Effective January 1, 2005 and after completion of the probationary period the Employer agrees to contribute for all regular employees one hundred and fifty (\$150.00) monthly into a Registered Retirement Savings Plan at CCEC. Each regular employee shall contribute one hundred and twenty-five dollars (\$125.00) on a payroll deduction basis. The Plan shall be locked in for the duration of the employee's employment and all contributions shall be subject to RRSP contribution limits in effect.
- (c) Regular employees who work less than twenty (20) hours a week shall have the option of contributing less than one hundred and ten dollars (\$110.00) and the Employer shall match that contribution plus add on an additional twenty-five dollars (\$25.00) which need not be matched by the employee.

**Note: Sub-clause (c) above only applies to employees on the payroll prior to May 9, 2013.**

- (d) An employee may use his/her RRSP to:
  - (i) participate in the Home Buyer Purchase Plan as approved by Revenue Canada;
  - (ii) while on leave for educational purposes in accordance with the lifelong learning requirements of Revenue Canada;
  - (iii) and in exceptional circumstances, such other reasons as the parties mutually agree upon. **Requests will not be unreasonably denied.**
- (e) When an employee is absent from work on medical leave for a period of one calendar month or more, the employee may, at any time, choose to continue or suspend her monthly contribution to the pension plan for any or all of the duration of her medical leave. If the employee chooses to continue making her contribution, the Employer must continue to make the regular contribution to her Registered Retirement Savings Plan. However, if the employee chooses to discontinue making her contributions to her RRSP, the Employer would then not be required to make these contributions.

Written notice of the employee's intent must be provided to the Employer prior to the 1<sup>st</sup> day of each month following the first month of medical leave. If the

written notice is not provided to the Employer, the Employer shall continue the previous month's practice.

## **ARTICLE 20 - SALARY POLICY**

### **20.01 Salary Policy**

- (a) Salaries and/or wages are to be calculated monthly and paid semi-monthly in accordance with Appendix A.
- (b) An employee assigned to perform work in a higher job classification or temporarily replacing another employee in such higher classification except for the purposes of training, shall be paid at the higher rate for the period so employed. This provision shall not apply for brief relief periods of less than one day. The higher rate will not apply when the employee returns to his/her lower category job.
- (c) An employee temporarily assigned to perform work in a lower classification shall suffer no loss in pay.
- (d) If any new job classifications are established or if there is a significant change in any job classification(s) set forth in this wage schedule, the parties hereto are agreed to negotiate a rate for the job(s) in question.
- (e) If the parties are unable to reach agreement then the matter will be settled through the Grievance and Arbitration procedures of this Agreement.

## **ARTICLE 21 - DURATION**

### **21.01 Duration**

- (a) This Agreement shall be in full force and effect from **July 1, 2015** up to and including **June 30, 2018** 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 (or immediately preceding the anniversary date in any year thereafter), 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 revision 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.

**21.02 No Strikes or Lockouts During This Agreement**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, **2015** at Vancouver, B.C.

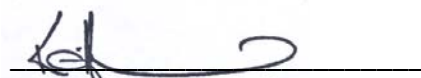
For:

UNIFOR Local 3000

CCEC Credit Union

\_\_\_\_\_  
Wendy Frost, Committee Member

\_\_\_\_\_  
Ross Gentleman, General Manager

  
\_\_\_\_\_  
Kevin Hancock, National Rep.

**APPENDIX "A" – WAGES**

<b>POSITION</b>	<b>JULY 1/15 (0%)</b>	<b>AFTER 1 YEAR</b>	<b>AFTER 5 YEARS</b>
Teller	21.19	22.04	22.92
MSR2	21.75	22.61	23.51
Senior MSR	23.18	24.10	25.07
Clearing Administrator	23.18	24.10	25.07
Member Relations	22.77	23.67	24.61
Personal Loans	23.51	24.45	25.43
Casual Teller	17.26		
Casual Clerical	16.84		
<b>POSITION</b>	<b>JULY 1/16 (1%)</b>	<b>AFTER 1 YEAR</b>	<b>AFTER 5 YEARS</b>
Teller	<b>21.40</b>	<b>22.26</b>	<b>23.14</b>
MSR2	<b>21.97</b>	<b>22.84</b>	<b>23.75</b>
Senior MSR	<b>23.41</b>	<b>24.34</b>	<b>25.32</b>
Clearing Administrator	<b>23.41</b>	<b>24.34</b>	<b>25.32</b>
Member Relations	<b>23.00</b>	<b>23.91</b>	<b>24.86</b>
Personal Loans	<b>23.75</b>	<b>24.70</b>	<b>25.68</b>
Casual Teller	<b>17.43</b>		
Casual Clerical	<b>17.01</b>		
<b>POSITION</b>	<b>JULY 1/17 (1.5%)</b>	<b>AFTER 1 YEAR</b>	<b>AFTER 5 YEARS</b>
Teller	21.72	<b>22.59</b>	<b>23.49</b>
MSR2	<b>22.30</b>	<b>23.18</b>	<b>24.11</b>
Senior MSR	<b>23.76</b>	<b>24.70</b>	<b>25.70</b>
Clearing Administrator	<b>23.76</b>	<b>24.70</b>	<b>25.70</b>
Personal Loans	<b>23.99</b>	<b>25.07</b>	<b>26.07</b>
Casual Teller	<b>17.69</b>		
Casual Clerical	<b>17.27</b>		

Skills: The wage rate will be adjusted for the employee who successfully completes the appropriate training and who works in a position requiring such qualifications and training.

- (a) Approved "Mortgage Lending Program" meeting Central #1 requirements - \$0.50/hr
- (b) Successful completion of each approved CUI course - \$75.00/course

**Preferred Rates**

All regular employees shall be provided the "Absolute Best" (Interest) Rate for mortgages, the lowest interest rate available to Credit Union members for all other loan types.

**LETTER OF UNDERSTANDING #1**

**between**

**CCEC CREDIT UNION**

**and**

**UNIFOR LOCAL 3000**

**Re: Paid Education Leave**

The Credit Union agrees to pay into a special fund two cents 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, UNIFOR, and forwarded by the Credit Union to:

UNIFOR Paid Education Leave Program  
205 Placer Court  
Toronto, ON M2H 3H9

Effective from the date of ratification of this agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015 at Vancouver, B.C.


For:

UNIFOR Local 3000

CCEC Credit Union

\_\_\_\_\_  
Wendy Frost, Committee Member

\_\_\_\_\_  
Ross Gentleman, General Manager

  
\_\_\_\_\_  
Kevin Hancock, National Rep.

**LETTER OF UNDERSTANDING #2**

**between**

**CCEC CREDIT UNION**

**and**

**UNIFOR LOCAL 3000**

**Re: Social Justice Fund**

- (a) The Company and the Union agree to establish the UNIFOR Social Justice Fund. The purpose of this fund would be to provide financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of droughts, famines and other dislocations.
- (b) Subject to the following conditions, the Company will make quarterly contributions to such a fund equal to two cents (\$0.02) for each straight time hour worked.
- (c) The Company will make these quarterly payments provided that:
  - (i) The Union maintains the fund as a non-profit corporation under the Canada Corporations Act, and ensures that the necessary steps are taken to maintain the Corporation in proper legal standing and that all requirements of the Act are met.
  - (ii) The Union maintains the registration of the non-profit corporation under the Income Tax Act of Canada in good standing.
  - (iii) The Union maintains a favourable Income Tax ruling from the Federal Department of National Revenue that all contributions which the Company makes to the non-profit corporation are tax deductible.
  - (iv) The Union provides the Company with annual audited financial statements of, and summaries of each year's donations made by the non-profit corporation.
  - (v) The objects, by-laws and resolutions of this non-profit corporation should limit it to making the following types of financial contributions:

1. contributions to other Canadian non-partisan charities that are registered under the Income Tax Act;
2. contributions to non-partisan international relief efforts that are recognized by the Canadian International Development Agency (CIDA), or any successor body that performs like functions;
3. contributions to any Canadian or international non-partisan efforts to which other Canadian charities that are registered under the Income Tax Act are also making contributions;
4. Contributions to any non-governmental and non-partisan development group recognized by CIDA and registered as a charity under the Income Tax Act.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015 at Vancouver, B.C.

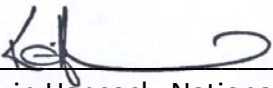
For:

UNIFOR Local 3000

CCEC Credit Union

\_\_\_\_\_  
Wendy Frost, Committee Member

\_\_\_\_\_  
Ross Gentleman, General Manager

  
\_\_\_\_\_  
Kevin Hancock, National Rep.

**LETTER OF UNDERTAKING #3**

**between**

**CCEC CREDIT UNION**

**and**

**UNIFOR LOCAL 3000**

**Vacation Entitlement – Employees Hired On or After January 1, 2013**

**Re: Annual Vacation and Pay Entitlement**

- (a) For the purpose of Vacation Leave, an employee's date of hire will be her anniversary date. Regular employees shall be entitled to annual vacation with pay as follows:
  - (i) Upon completion of six (6) months service in his/her first year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days which if taken, will be deducted from his/her total entitlement for that year.
  - (ii) Each employee who completes one (1) year of service but less than three (3) years of service will be entitled to receive a paid vacation of ten (10) working days.
  - (iii) Each employee who completes three (3) years of service but less than eight (8) years of service will be entitled to receive a paid vacation of fifteen (15) working days per year.
  - (iv) Each employee who completes more than (8) years of service will be entitled to receive a paid vacation of twenty (20) working days per year.
  - (v) On a one time only basis, one (1) additional weeks' vacation during the fifteenth (15<sup>th</sup>) year of service.
  - (vi) On a one time only basis, one (1) additional weeks' vacation during the twenty-fifth (25<sup>th</sup>).
  - (vii) Vacation pay shall be calculated at two percent (2%) per week.

- (viii) Vacation pay shall be the appropriate percentage of gross earnings for the period in which the vacation was earned. Should an employee's services be terminated, the employee shall reimburse the Employer for any overpayment received.
- (b) Employees shall be entitled to bank a maximum of five (5) days' vacation and carry those days into the following vacation year. Any carried over vacation time must be taken during that year.
- (c) Requests for vacation shall not be unreasonably denied.
- (d) Casual employees will be paid out vacation time.

The balance of the article 9.02/9.03/9.04/9.05 remains in effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015 at Vancouver, B.C.


For:

UNIFOR Local 3000

CCEC Credit Union

\_\_\_\_\_  
Wendy Frost, Committee Member

\_\_\_\_\_  
Ross Gentleman, General Manager

  
\_\_\_\_\_  
Kevin Hancock, National Rep.



**LETTER OF UNDERSTANDING #4**

**between**

**CCEC CREDIT UNION**

**and**

**UNIFOR LOCAL 3000**

**Re: 4.04 Casual Employee (b) – Definition of “distributed on an equitable basis”**

“Distributed on an equitable basis” shall be defined as “relatively equal distribution over a calendar month”, which for greater certainty means that there is no guarantee of equal hours. Furthermore, hours of work that were available but not worked due to an employee restricting her availability shall not be included in the equitable distribution (ie: only hours where both or all casuals were available would need to be distributed relatively equally over the calendar month). All other hours would go to the employee(s) who was available to work the hours.

Disagreements over the equitable distribution of work shall take into consideration the Employer’s valid and reasonable business concerns. Such as but not limited to: short notice emergency situations or circumstances where the Employer would be forced into a penalty situation (eg overtime).

Despite the fact that there is no guarantee of equal hours, the Employer will look to better balance hours from one month to the next.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015 at Vancouver, B.C.

UNIFOR Local 3000

CCEC Credit Union

\_\_\_\_\_  
Wendy Frost, Committee Member

\_\_\_\_\_  
Ross Gentleman, General Manager

  
\_\_\_\_\_  
Kevin Hancock, National Rep.

**LETTER OF UNDERSTANDING #5**

**between**

**CCEC CREDIT UNION**

**and**

**UNIFOR LOCAL 3000**

**Re: N. Sharp - Rate of Pay**

The Parties discussed the issue respecting the pay rate and level of N. Sharp.

She is currently occupying the position of Teller. Ms. Sharp is currently being paid at the rate of \$23.51 per hour (MSR – after 5 years). Her rate of pay in accordance with Appendix 'A' – Wages set out in the collective agreement should have been set at the rate of \$22.92 (Teller – After 5 years).

The Parties agreed that this was an administrative oversight. The Parties have agreed to leave Ms. Sharp's rate of pay at her current level and that this rate of pay will remain in effect while she is working in the classification of Teller. She will not be eligible for any general wage adjustment which may apply to the wage grid until such time that the Teller wager 'After 5 Years' meets or exceeds the level she is currently being paid.


Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015 at Vancouver, B.C.

UNIFOR Local 3000

CCEC Credit Union

\_\_\_\_\_  
Wendy Frost, Committee Member

\_\_\_\_\_  
Ross Gentleman, General Manager

  
\_\_\_\_\_  
Kevin Hancock, National Rep.