

**COLLECTIVE AGREEMENT**

**between the**

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

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from January 1, 2020 to December 31, 2023**

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## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

- (a) The purpose of this agreement is to establish and maintain a harmonious relationship between Vancity, its employees and the Union and to clearly define the hours of work, rates of pay and conditions of employment, and to promote an amicable method of settling grievances which may arise from time-to-time, and to promote the mutual interest of Vancity and its employees.
- (b) The parties hereto recognize that they are jointly engaged in providing a valuable service to the Credit Union's membership, and that there is an obligation on each party for the continuous and efficient performance of such service, within the terms of this agreement, and for its duration.
- (c) The parties recognize that all efforts are based on having a teamwork approach, and working in partnership with Vancity, its employees, and the Union. This collective agreement needs to reflect the flexibility of the operations, recognizing that the relationship of the parties will change and grow as the operation matures.

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### 1.3 Vancity Policies

The parties agree that:

- (a) Vancity policies apply to bargaining unit employees except where the policy conflicts with the provisions of the collective agreement.
- (b) Where these policies conflict with the collective agreement, the collective agreement shall normally apply, except as set out in (c) below or as agreed to by the parties;
- (c) Where Vancity amends a policy, and the result is an improvement to provisions outlined in the collective agreement, the parties shall exchange a letter to confirm that the collective agreement is so amended; and
- (d) Vancity shall supply the Union with a complete copy of Vancity Human Resources policies, and shall advise the Union of any changes to their policies, and provide copies of those changes to the Union in a timely manner.

## ARTICLE 2 - DEFINITION OF EMPLOYEES

### 2.1 Probationary Period

The probationary period for all regular employees shall be 910 hours actually worked.

Vancity will advise the Union of any extension of a probationary period. Employees will typically be advised that their probationary period is being extended prior to the final 70 hours of their probationary period. Probationary periods may only be extended once per employee, to a maximum of 910 additional hours worked.



## 2.2 Definition of Regular Full-Time Employee

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

## 2.3 Definition of Regular Part-Time Employee

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

## 2.4 Definition of Casual Employee

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

## 2.5 Number of Regular Part-time and Casual Employees

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

## 2.6 Excluded Article for Casual Employees

Casual employees shall not be included in, or covered by the provisions of Articles 12 - Seniority (except 12.2 Casual Employees), 13 - Layoff and Recall, 15.1 - Hours of Work - Member Services Centre and Visa; 15.2 - Hours of Work - Branches and Central Administration and Payment Systems; 15.3 - Change in Scheduled Hours, 15.7 - Job Sharing, 17.3 - Statutory Holiday Coinciding With a Day of Vacation, 18 - Annual Vacations, 19 - Special and Other Leaves of Absence, 20 - Care Days, 21 - Benefit Plans, 22 - Salary Policy, 25 - Training (except 25.1 - New Equipment/Systems), and 26 - Technological Change.

# ARTICLE 3 - UNION RECOGNITION AND RIGHTS

## 3.1 Bargaining Unit Defined

(a) The bargaining unit shall comprise all employees included in the certification issued by the Labour Relations Board, except those excluded by mutual agreement of the parties or by the *Labour Relations Code*.

(b) During the life of this agreement where a dispute arises as to whether or not an individual is an employee within the bargaining unit, it shall first be discussed by the parties. In the event of failure to reach a satisfactory settlement it shall be dealt with pursuant to the relevant sections of the *Labour Relations Code*.

## 3.2 Bargaining Agent Recognition

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

### **3.3 No Other Agreement**

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

### **3.4 No Discrimination for Union Activity**

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

### **3.5 Bulletin Boards**

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

### **3.6 Union Meetings**

Vancity recognizes the Union's interest in keeping its members informed and aware of its activities through regular union meetings. Vancity may approve the use of Vancity's facilities to hold union meetings. Union meetings, including general and/or committee meetings, held on Vancity premises shall not interfere with the operation of Vancity, and shall not be on Vancity paid time.

### **3.7 Union Insignia**

(a) A union member shall have the right to wear the recognized insignia of the Union. Vancity's dress codes shall always be complied with.

(b) The Union and Vancity agree that the union insignia will be displayed at each entrance to branch and department locations covered by the certification.

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

### **3.8 Right to Refuse to Cross Picket Lines**

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

### **3.9 Selection of Stewards**

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

- (a) union shop stewards
- (b) alternate union shop stewards

### **3.10 Recognition and Rights of Stewards**

(a) Vancity recognizes the Union's right to select stewards to represent employees. Vancity and the Union will agree on the number of stewards, taking into account operational considerations. The Union agrees to provide Vancity with a list of the employees designated as stewards.

(b) Stewards may, within reason and giving consideration to Vancity's business, investigate and process grievances during regular working hours without loss of pay. Stewards will obtain permission from Vancity's designated representative in advance. Such permission will not be unreasonably withheld.

### 3.11 Notification of Representatives

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

### 3.12 Time Off for Union Business

(a) *Without Pay*

Leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
- (4) for up to six employees who are representatives of the Union and on the Union's Bargaining Committee to carry on negotiations with Vancity. The Union bargaining committee will be comprised of two members from Community Member Services (CMS), two members from the Member Services Centre (MSC), one member from the Centre Administration Payment Systems (CAPS), and one member from VISA; and
- (5) to employees called by the Union to appear as witnesses before an arbitration board or other labour relations hearings or matters arising from the administration of this collective agreement.

(b) To facilitate the administration of this section when leave without pay is granted, the employee shall be given the basic pay and the Union shall reimburse Vancity for salary and benefit costs, including travel time incurred. The Union shall provide Vancity with reasonable notice of at least three weeks prior to the commencement of leave under this article. Where three weeks' notice is not possible, the Employer may grant the leave of absence subject to business needs. It is understood that employees granted leave of absence pursuant to this article shall receive their regular current rates of pay while on leave of absence. Vancity and the Union agree that any of the above leaves shall take into consideration the business needs of Vancity and shall not be unreasonably withheld.

### 3.13 Full-Time Union or Public Duties

(a) Vancity may grant, on written request, leave of absence without pay and without loss of seniority to employees in the bargaining unit at any given time:

- (1) for employees to seek election in a municipal, provincial, First Nation or federal election, for a maximum period of 90 days;
- (2) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one year;
- (3) for employees elected to a full-time federal, provincial, First Nation or municipal office for a maximum period of five years;

(4) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union, the leave shall be for a period of three years and shall be renewed upon request.

(b) No benefit entitlements shall accrue while on such leave.

### **3.14 Correspondence Between Parties**

Correspondence or any notice required to be given by one party to the other shall be mailed, delivered by hand or sent electronically as follows:

(a) In the event of correspondence sent to Vancity:

Director, Human Resources

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

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

Staff Representative

with a copy to the appropriate union steward.

### **3.15 Union Representatives**

Vancity agrees that access to its unionized locations may be granted to union staff representatives and Senior Elected Leadership of the Union. The Union will receive approval from the business unit Director a minimum of two weeks prior to their visit. Site visits will not interfere with the operations of Vancity. The Employer will provide the Union with an onsite location in which to conduct the visit, which will be accessible to employees on unpaid time or breaks. Union staff representatives and Senior Leadership will report to management on arrival.

## **ARTICLE 4 - UNION SECURITY**

### **4.1 Union Membership**

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

### **4.2 No Bargaining Unit Work**

No employee who is not a member of the bargaining unit and the Union shall, except in cases of emergency, carry out the duties which are performed by the roles covered by this collective agreement which results in a layoff of, or failure to recall a bargaining unit member.

## **ARTICLE 5 - CHECK-OFF OF UNION DUES**

### **5.1 Authorization Form Deduction**

All employees, both present and future, must authorize Vancity in writing, on a form to deduct initiation fees, dues and assessments from their wages monthly and to transmit the monies so collected to the Union together with a list of employees from whom such deductions have been made, and the amount so deducted from each employee. All amounts so deducted shall be certified by the Union to be in effect in accordance with the Union's bylaws.

## 5.2 Check-off of Union Dues

- (a) Deductions shall be made from each pay and membership dues or payments in lieu thereof shall be considered as owing to the Union in the following month in which they are so deducted as outlined below.
- (b) All deductions shall be remitted to the President of the Union not later than the fifth day of the month following the month in which deductions were made and Vancity shall also provide a list of names of those employees for whose earnings such deductions have been made.
- (c) Deductions shall be suspended during the period of an employee's unpaid absence but shall be automatically resumed (not retroactively) upon the employee returning to work or with any leave paid directly by Vancity.
- (d) The Union dues remittance will include the following:
  - (1) employee number
  - (2) employee name
  - (3) amount of dues per period
  - (4) employee role
  - (5) employee status (regular full-time, regular part-time, casual)
  - (6) work location name
- (e) With each dues remittance the employer will provide the union with a list of employees who have ceased employment during that dues period with the reason.

## 5.3 Union Dues

- (a) Before Vancity is obliged to deduct any amount under this article, the Union must advise Vancity in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to Vancity signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (b) The effective date of the change shall occur on the first day of the first new pay period of the month following receipt of the notice of change or at the start of the pay period within four weeks of the notice, whichever is greater.

## 5.4 Union Dues Income Tax Receipts

Vancity shall supply each employee, without charge, a receipt for income tax purposes for the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1<sup>st</sup> of the succeeding year.

## ARTICLE 6 - VANCITY AND UNION TO ACQUAINT NEW EMPLOYEES

Vancity shall acquaint all new employees of the fact that a collective agreement is in effect and introduce all new employees to the steward, so that the steward may present a copy of the collective agreement to the new employee. This introduction shall take place during the first five days of employment of all new employees.

Vancity agrees that a union steward will be given an opportunity to meet with each new employee within regular hours, without loss of pay, for 15 minutes, sometime during the first 30 days of employment.

## ARTICLE 7 - MANAGEMENT RIGHTS

### 7.1 Management Rights

(a) The Union recognizes and agrees that it is the exclusive function of Vancity to manage its affairs, to manage its operations in all respects, to conduct its business efficiently, to fulfill its commitments and responsibilities, to maintain and to enhance public reputation and confidence and to direct its employees to achieve Vancity's objectives.

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

### 7.2 Statutory Powers

Nothing herein contained shall limit the statutory powers and duties of the Directors of Vancity under the *Financial Institutions Act* of British Columbia, the *Credit Union Incorporation Act* of British Columbia, the *Company Act* of British Columbia, and the pertinent regulations thereunder.

### 7.3 Exercise of Management Rights

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

## ARTICLE 8 - VANCITY UNION RELATIONS

### 8.1 Representation

No employee or group of employees shall undertake to represent the Union at meetings with Vancity without the proper authorization of the Union. The Union shall supply Vancity with the names of its officers and similarly, Vancity shall supply the Union with a list of its Directors and HR Consultants with whom the Union may be required to transact business.

### 8.2 Joint Labour/Management Committee

#### (a) *Terms of Reference*

The terms of reference of the Joint Labour/Management Committee shall be to attempt to resolve all areas of concern arising out of this collective agreement and the collective bargaining relationship. This Committee shall attempt to anticipate and resolve all potential problems before they become a grievance. Where application is made to the grievance procedure in Article 9 of this agreement, the Joint Labour/Management Committee shall no longer handle the complaint.

#### (b) *Scope of Committee*

Without restricting the generality of Section 8.2(a), the Committee shall deal with problems flowing from the following:

- (1) occupational health and safety
- (2) planned changes in business operations
- (3) the creation of new roles
- (4) job training program

- (5) job descriptions
- (6) workload

A special subcommittee may be established to deal with sensitive or confidential matters; and any other provision in which the Committee is referred to in the collective agreement.

### **8.3 Meetings of Joint Labour/Management Committee**

The purpose of the Joint Labour/Management Committee shall be to meet and work to discuss matters related to the administration of this collective agreement and to discuss and attempt to collaboratively resolve any issues that may arise or can be foreseen.

- (a) Meetings of the Joint Labour/Management Committee shall be held three times per year.
- (b) The Union and the Employer will appoint a maximum of 12 representatives from their respective group to participate in the Committee. Employees attending as representatives of the Union shall do so without loss of pay. Each party shall notify the other by letter of the names of their committee members and any changes which may take place from time to time.
- (c) The President of the Union or their designate will participate in the Joint Committee.
- (d) Worksite-specific and/or geographic-specific labour-management meetings may be scheduled at the call of either party. Employees attending as representatives of the Union shall do so without loss of pay. Minutes will be taken at worksite-specific and/or geographic-specific labour-management meetings. Copies of the minutes will be forwarded to the Joint Labour/Management Committee members.
- (e) Each party shall present agenda items to the other party not less than five days prior to each meeting.

### **8.4 No Strikes or Lockouts**

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

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### **9.1 Grievance Procedure**

- (a) Vancity and the Union recognize that grievances may arise concerning:
  - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this collective agreement, including a question as to whether or not a matter is subject to arbitration; or
  - (2) the dismissal, discipline or suspension of an employee covered by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.
- (c) The employee will continue working and utilize the grievance procedure to resolve their concern, except where an employee acts in good faith in compliance with Section 3.12 of the *BC Workers Compensation Regulation*.

(d) In order not to interfere with the operations of Vancity it is agreed that research or preparation of a complaint or grievance will be done outside the working hours of the aggrieved employee and/or union steward except as provided for in Article 3.10(b).

## **9.2 Step 1**

Every effort shall be made by the employee and the employee's immediate supervisor (excluded from the bargaining unit) or the supervisor's representative if the supervisor is not available to resolve the grievance verbally. The employee shall have the right to have a union steward present at such a discussion.

If the issue remains unresolved, an employee may submit a written grievance, through the union steward, to Step 2 of the grievance process, within 21 calendar days from the date:

- (a) upon which the action or circumstances first occurred or arose; or
- (b) upon which they were notified orally or in writing of the action or circumstances giving rise to the grievance.

## **9.3 Step 2**

(a) Subject to the time limits in Article 9.2, the employee may present a grievance at this level by:

- (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (2) stating the article or articles of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
- (3) transmitting this grievance to Vancity's designated representative (typically the Manager once removed) through the union steward.

(b) Vancity's representative shall:

- (1) sign and date the grievance as received at Step 2; and
- (2) forward the grievance to the representative of Vancity authorized to deal with grievances at Step 2.

## **9.4 Time Limit to Reply at Step 2**

(a) The representative designated by Vancity to handle grievances at Step 2 shall reply in writing to an employee's grievance within 15 days of receiving the grievance at Step 2.

(b) The President of the Union, their designate, or Vancity, may present a grievance at Step 2.

## **9.5 Step 3**

The President of the Union, or their designate, may present a grievance at Step 3:

(a) within 15 calendar days after the decision has been conveyed to them by the representative designated by Vancity to handle grievances at Step 2; or

(b) within 15 calendar days after Vancity's reply was due.



**9.6 Time limit to Reply at Step 3**

Within 15 calendar days of receipt of the grievance at Step 3, the representative designated by Vancity to handle grievances at Step 3 (typically the Manager twice removed) shall reply in writing to the grievance.

**9.7 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the President or their designate may inform Vancity of their intention to submit the dispute to arbitration within:

- (a) 15 calendar days after Vancity's decision has been received; or
- (b) 15 calendar days after Vancity's decision was due, whichever occurs first.

**9.8 Dismissal or Suspension Grievance**

(a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at Step 3 of the grievance procedure within 21 calendar days of the date on which the dismissal occurred, or within 21 calendar days of the employee receiving notice of dismissal. The parties agree that all dismissal grievances that are to proceed to arbitration will be dealt with expeditiously.

(b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within 21 calendar days of the date on which the suspension occurred, or within 21 calendar days of the employee receiving notice of suspension.

**9.9 Deviation from Grievance Procedure**

(a) Vancity agrees that after a grievance has been initiated by the Union, Vancity's representatives will not enter into discussion or negotiation with respect to the grievance, whether directly or indirectly, with the aggrieved employee without the consent of the Union.

(b) In the event that, after having initiated a grievance through the procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

**9.10 Policy Grievance**

(a) Where either party to this agreement disputes the application, interpretation or alleged violation of an article of this collective agreement, the dispute shall be discussed initially with Vancity's Step 3 designate or the Union, as the case may be, within 30 days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 10 Arbitration.

(b) This article shall not be used by the Union to initiate a grievance directly affecting an employee or group of employees where such employees themselves could otherwise initiate a grievance through the grievance procedure. This provision shall not be utilized to circumvent any mandatory provision of the grievance procedure.

**9.11 Technical Objections to Grievances**

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute

and to render a decision according to equitable principles and the justice of the case. This clause does not apply to the time limits as set out in this section.

#### **9.12 Amending Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

#### **9.13 Failure to Act**

If a grievance is not initiated in accordance with the prescribed time limits, such grievance shall be deemed to be abandoned by the Union. Should either Vancity or the Union exceed the time limit set out in this article or fail to request an extension of time limits, the party exceeding the time limits must concede the grievance. However, the party will not be deemed to have prejudiced its position on any future grievance.

#### **9.14 Grievance Form**

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

#### **9.15 Grievance Delivery**

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

#### **9.16 Agreement or Resolution Binding**

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

### **ARTICLE 10 - ARBITRATION**

#### **10.1 Appointment of the Arbitrator**

When a party has requested that a grievance be submitted to arbitration it shall indicate in writing to the other party, within seven days thereafter, its intention to submit the dispute to a single arbitrator, to be mutually agreed by the parties.

#### **10.2 Single Arbitrator Procedure**

The Arbitrator may determine their own procedure in accordance with the *BC Labour Relations Code* and shall give full opportunity to all parties to present evidence and make representation. They shall hear and determine the difference or allegation and shall render a decision within 30 days of the conclusion of the hearing.

### 10.3 Decision of Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which they deem just and equitable. However, the Arbitrator shall not have the power to change this agreement or to alter, modify, or amend any of its provisions.

### 10.4 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which they will make every effort to do within seven days of receipt of such application.

### 10.5 Expenses of Arbitrator

Each party shall pay one-half of the fees and expenses of the Arbitrator.

### 10.6 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties, but the same must be in writing.

### 10.7 Expedited Arbitration

- (a) For the purposes of accelerating the resolution of applicable grievances, the parties may mutually agree to refer to expedited arbitration any matter properly processed, as a grievance, in accordance with the provisions of the grievance procedure contained in this agreement.
- (b) Grievances shall be submitted to a single arbitrator as mutually agreed upon.
- (c) The facts of the matter in dispute shall be presented during expedited arbitration by a designated representative of the Union and a designated representative of Vancity.
- (d) The parties agree to make use of agreed statements of fact, and to limit witnesses to the greatest extent possible.
- (e) The Arbitrator shall hear the grievances and shall render a decision within five working days of such hearings. The decision of the Arbitrator shall be of no precedential value and shall not be referred to by either party in any other proceedings.
- (f) Prior to rendering a decision the Arbitrator may assist the parties in mediating a resolution to the grievance, which shall be "*without prejudice*".
- (g) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

## ARTICLE 11 - DISCIPLINE

### 11.1 Just Cause

Vancity has the right to discipline, suspend or discharge an employee for just cause. In all cases of discipline, the burden of proof of just cause shall rest with Vancity.

## **11.2 Employee Performance**

Where a question arises about an employee's performance and/or fit to role, the Employer may approach the Union about viable alternatives including, but not limited to, such things as re-training or job re-assignment.

## **11.3 Right to Have Steward Present**

(a) An employee shall have the right to have a steward present at any interview with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact a steward, providing that this does not result in an undue delay of the interview. This clause shall not apply to those interviews that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any interview with supervisory personnel which might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the interview.

## **11.4 Notice of Discipline**

Notice of suspension, final warning or termination shall be in writing and shall set forth the reasons for the suspension, final warning or dismissal. A copy of the written notice of discipline shall be forwarded to the Union within five working days.

## **11.5 Right to Grieve Other Disciplinary Action**

(a) Disciplinary action is grievable by the employee.

(b) An employee shall be given a copy of any document, report, incident, or notation placed on the employee's file which might be the basis of disciplinary action.

(c) Any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further related infraction.

(d) Within an employee's probationary period, Vancity may release an employee at any time for failure to meet Vancity's performance standards.

## **11.6 Personnel File**

(a) An employee or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or their designate, as the case may be, shall give Vancity adequate notice prior to having access to such file(s).

Where it is not practical for the employee to review the file in the office in which it is kept, Vancity shall make arrangements to have the file delivered to the employee's worksite, and to allow the review under the supervision of a person designated by Vancity. Vancity will provide copies of file entries as requested.

The parties acknowledge that the personnel file is the property of Vancity.

- (b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

## ARTICLE 12 - SENIORITY

### 12.1 Accrual of Seniority

- (a) Seniority is defined as the length of continuous service with Vancity.
- (b) Seniority will be accrued based on hours worked, as well as:
- (1) time lost as a result of occupational illness or injury;
  - (2) non-occupational illness or injury or sick leave;
  - (3) leaves of absence, as set out in this collective agreement;
  - (4) an employee on the recall list in accordance with Article 13.5;
  - (5) union business.
- (c) A day, for the purposes of calculating seniority is considered to be seven hours and will be converted accordingly for regular part-time employees, and for employees working a flexible workweek.
- (d) When two or more employees have the same seniority, then seniority shall be determined by start date, and if the seniority is still equal, ranking will be assigned randomly by Vancity.

### 12.2 Casual Employees

- (a) Seniority shall not accrue for a casual employee except where such an employee becomes a regular full-time or regular part-time employee and completes the probationary period as a regular full-time or regular part-time employee. At that time, credit will be given for hours worked as a casual employee.
- (b) In any event, no credit will be granted retroactively for any time worked prior to December 31, 1994 and August 29, 1997 for previous Citizen's Bank employees.

### 12.3 Seniority During Probation

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

### 12.4 Seniority List

- (a) Seniority for regular full-time and regular part-time employees, calculated as per Article 12.1, shall be combined and on one seniority list.
- (b) Vancity will produce the seniority list for all employees in the bargaining unit three times per year on the final day of the pay period preceding March 1<sup>st</sup>, June 15<sup>th</sup> and October 1<sup>st</sup>. A copy of the seniority list will be posted and sent to the staff representative.
- (c) It is agreed that the most recently produced seniority list will be used to determine rights related to layoff and recall, vacation scheduling, appointments and Member Services Centre shift bids. The most recently produced seniority list will be provided to the affected employees and copied to the Union.
- (d) Employees shall have 21 days to challenge the accuracy of a seniority list under this article. Thereafter it will be binding upon all parties.

### **12.5 When Seniority Ends**

An employee's seniority shall cease where the employee:

- (a) terminates their employment;
- (b) is discharged and is not reinstated through the grievance or arbitration procedure;
- (c) retires from employment;
- (d) is absent due to layoff for more than 12 months;
- (e) fails to return from an authorized leave from employment without reasonable cause;
- (f) is promoted to a permanent excluded role.

It is understood that when an employee transfers to a permanent excluded role, the employee forgoes the right to their seniority. In the event that an excluded employee returns to a bargaining unit role, the employee shall be credited with the seniority that they had accrued up to the time they left the bargaining unit.

### **12.6 Re-Employment**

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

### **12.7 Seniority During Recall Period**

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

### **12.8 Seniority During Leave of Absence**

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

## **ARTICLE 13 - LAYOFF AND RECALL**

### **13.1 Role of Seniority in Layoff**

In the event of layoff due to changes in administrative procedures, automation, consolidation or suspension of business, the employee with the least amount of seniority in the affected role shall be the first laid off from the location. For the purposes of the Member Services Centre, Vancouver and Surrey will be considered one location.

### **13.2 Layoff Notice/Severance Pay**

Regular employees shall be given notice as follows:

- (a) After three months service - one week's notice
- (b) After one year's service - two weeks' notice

- (c) For each completed year of service thereafter, an additional two weeks' notice per year, to a maximum of 16 weeks.

Salary in lieu of notice may be provided.

### **13.3 Employee Options**

- (a) Employees who have been served notice of layoff shall have the following options:
- (1) To fill a vacancy within the bargaining unit at the same group for which they are qualified;
  - (2) to displace the least senior employee in a role at the same or lower group within the bargaining unit, providing the employee has the qualifications to perform the job functions satisfactorily;
  - (3) provided the employee passed their probationary period, they may be placed on a recall list for a period of 12 months in accordance with the procedure outlined in 13.5;
  - (4) to claim severance pay equal to the amount to which they would be entitled in lieu of notice, as calculated in Article 13.2.
- (b) Employees who have opted to be placed on the recall list may elect to terminate employment during the recall period and be paid severance pay equal to the amount to which they would be entitled in lieu of notice, as calculated in Article 13.2.

### **13.4 Contact Point**

An employee who has been laid off and wishes to be recalled must ensure that Vancity has the current phone number and address for purposes of recall. Failure on the part of the employee to provide this information will result in the employee forfeiting their recall rights. Employees being recalled for work will be called a minimum of 48 hours prior to shift start.

### **13.5 Recall Procedures**

- (a) Employees on the recall list shall have the right to return to a vacancy in their former role or to a role for which they are qualified, providing no other employee with greater seniority is promoted or transferred to such a vacant role. When such transfers or promotions occur, resulting in a vacant role, the employee on the recall list will be offered the resulting vacant role providing the employee is qualified.
- (b) Notice of recall to an employee on the recall list shall be sent by priority courier to the employee's last known address. An employee on the recall list may be bypassed when the employee fails to respond to the notice within five calendar days of receiving it. A copy of the recall notice shall be forwarded to the Union.
- (c) An employee bypassed under the foregoing conditions shall be kept on the recall list for the employee's remaining recall period.
- (d) A laid-off employee shall have the right to elect casual work assignments while on recall in order of seniority and subject to being qualified to perform the work which is available.

### **13.6 Recall List**

Vancity shall forward a list of all employees on the recall list to the union stewards and to the President of the Union or their designate twice a year on April 1<sup>st</sup> and October 1<sup>st</sup>. The list shall contain the employee's name, role, seniority and the date of layoff.

## **ARTICLE 14 - JOB POSTING AND PROMOTION**

### **14.1 Posting of Job Vacancies**

Notice of job vacancies in the bargaining unit shall be posted electronically on Vancity's system for at least five working days. The notice shall indicate role, group, salary and job description and is accessible to the steward.

Vancity will provide employees on the recall list access to postings on the Vancity's intranet.

### **14.2 Contract Appointments**

- (a) Contract appointments are vacancies of a temporary nature. Such appointments shall be posted as per Article 14.1.
- (b) Contract appointments shall not normally exceed twelve months without the agreement of the Union, or as specifically permitted in this agreement. Notwithstanding, contract appointments generated to backfill parental leaves and subsequent associated contract appointments may be granted up to twenty months.
- (c) When a regular employee assumes a contract appointment in or outside of the bargaining unit for up to twenty months, their benefits will continue and, wherever possible, their regular role will be held for the duration of the contract appointment. If their role is no longer available they will be returned to a role of equal rank and basic pay within the same geographic area. If there is no role available within the bargaining unit, the provisions of Article 13 - Layoff and Recall will apply.

### **14.3 Job Applications**

All applications on posted job vacancies shall be submitted electronically through Vancity's electronic system.

### **14.4 Applying on Vacant Roles**

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

Employees will inform their manager of their intention to apply to a vacant role, but do not require managerial approval to apply.

Employees must also have completed twelve months in their current role and work location, unless they have received pre-approval from their Director to apply.

### **14.5 Intent of Vancity**

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



**14.6 Selection Basis**

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

**14.7 Notification**

- (a) Within seven days of the date of the appointment to a posted role within the bargaining unit, applicants will be advised of the outcome of the selection process.
- (b) Vancity agrees, at the request of unsuccessful applicants, to discuss the reasons why they were unsuccessful and areas where they can improve their opportunities for advancement. Such a meeting shall be scheduled within five days and shall be held during working hours.

**14.8 Right to Grieve**

Where a grievance arises in relation to the outcome of the selection process it shall proceed pursuant to Article 9 - Grievance Procedure.

**14.9 Trial Period**

For employees who assume a different role, either through promotion or lateral move, the employee shall be allowed a trial period of up to 420 hours.

Should either Vancity or the employee consider the placement unsuitable, they shall be returned to their former role or one of equal rank within the same geographical area and shall be paid their former salary plus any service increment they may have become entitled to had they not assumed the new role.

**ARTICLE 15 - HOURS OF WORK****15.1 Hours of Work - Member Services Centre and Visa**

- (a) It is agreed that the determination of starting times, the daily hours of work, and weekly or periodic work schedules and changes to such shifts and schedules, shall be made by Vancity from time to time to suit the varying conditions of its business.
- (b) The normal full-time workweek shall consist of five days at 35 hours per week, Sunday through Saturday, with two consecutive days off in each week. Employees may request and be scheduled for a shift with non-consecutive days off through the shift bid process by mutual agreement. At no time will an employee be required to work more than five consecutive days.

If, due to the shift bid process, an employee is scheduled to work more than five consecutive days the employee shall have the option to:

- (1) choose to shift one of their two consecutive days off to an alternate day, or
- (2) access vacation, flextime or unpaid leave, in order to provide a day off after the fifth day, by mutual agreement.

- (c) The normal daily hours of work will not exceed eight hours per day, except as provided in Article 15.4 - Flexible Work Schedules. Such hours per day to be worked consecutively broken only by the meal period.
- (d) Regular part-time employees shall be scheduled with two consecutive days off in each calendar week, but may choose to accept additional shifts which result in a schedule with non-consecutive days of rest, provided that they maintain two days free of work per calendar week.
- (e) Vancity will determine the roles and number of employees of each role required on each shift to meet the member needs, recognizing among other factors regular, unusual, and seasonal demands, and functionally connected work groups.
- (f) Within a role, the choice of shift shall be determined by seniority not more than four times a year. The least senior employees may not decline the remaining available shifts, subject to the provisions of Article 25.3 - Training.
- (g) Notwithstanding (f), if an employee replaces another employee because of absence or resignation, the employee shall work the regularly scheduled shifts of the employee whom they are replacing, regardless of seniority.
- (h) An employee may not sign up for shifts in a lower group until all shifts in their role are assigned and a regular full-time employee may not sign up for part-time shifts until all full-time shifts within their role are assigned.
- (i) Regular part-time employees shall be designated four protected days off in each shift bid period, or in a four month period to a total of 12 in a year, which can be requested with four weeks' notice to Vancity. Such requests shall not be unreasonably denied.

Protected days are unscheduled workdays which, once requested, will not be subject to the provisions of Article 15.1(e) and which the employee can request to ensure they are not compelled to work an unscheduled shift. Protected days off are not meant to replace scheduled vacation or other paid or unpaid leaves of absence. Protected days off cannot be used on workdays that are scheduled as part of the shift bid process.

- (j) An employee's scheduled work assignments will be separated by not less than 10 non-work hours.

## **15.2 Hours of Work - Branches and Central Administration and Payment Systems**

- (a) Subject to Article 15.3, it is agreed that the determination of starting times, the daily hours of work, and weekly or periodic work schedules and changes to such shifts and schedules, shall be made by Vancity from time to time to suit the varying conditions of its business.
- (b) The normal full-time workweek shall consist of five days at 35 hours per week, Monday through Saturday, with two consecutive days off in each calendar week. Employees may request and be scheduled for a shift with non-consecutive days off by mutual agreement.
- (c) The normal daily hours of work will not exceed eight hours per day, except otherwise agreed in a flexible work schedule, and will fall between:

Monday to Friday	7:00 a.m. to 9:00 p.m.
Saturday	8:00 a.m. to 5:00 p.m.

- (d) Such hours per day to be worked consecutively broken only by the meal period.

- (e) No workweek shall include a Sunday.
- (f) Where operational requirements permit, staggered starting times will be assigned based on seniority.
- (g) Regular part-time employees shall be scheduled with two consecutive days off in each calendar week, but may choose to accept additional shifts which result in a schedule with non-consecutive days of rest, provided that they maintain two days free of work per calendar week.

### **15.3 Change in Scheduled Hours**

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

### **15.4 Flexible Work Schedules**

The parties may agree to a flexible workweek schedule for roles or departments within Vancity based on the following:

- (a) Work schedule for regular full-time employees will be based on an average of 70 hours biweekly;
- (b) Work schedule for regular part-time employees will be based on an average amount of less than 70 hours biweekly;
- (c) An employee's scheduled work assignments will be separated by not less than 12 non-work hours;
- (d) An employee is entitled to not less than two consecutive days free from work without pay each week unless mutually agreed otherwise;
- (e) Employees of a similar role may exchange shifts with the approval of Vancity, provided that advance written notice is given by the employees and provided there is no increase in cost to Vancity;
- (f) Days of rest may be varied due to a flexible workweek schedule if the schedule creates a shorter or longer number of days off from the completion of one week's shift and the start of the next week's shifts;
- (g) A flexible workweek schedule can be amended or cancelled by Vancity by giving two weeks advance notice prior to posting of the new schedule;
- (h) Choice of shift shall be determined by seniority. The least senior employee may not decline the remaining available shifts; and
- (i) Notwithstanding (h), if an employee replaces another employee because of absence or resignation, the employee shall work the regularly scheduled shifts of the employee who they are replacing, regardless of seniority.

### **15.5 Meal Periods**

Employees working shifts of more than five hours shall be entitled to an unpaid meal break.

- (a) For employees covered by Article 15.1, an unpaid meal period of not less than 30 minutes and not more than 60 minutes will be provided and taken within the three hours in the middle of the regular working shift, precise time to be arranged between Vancity and the employee.

(b) For employees covered by Article 15.2 an unpaid meal period of one hour shall be provided and taken within the three hours in the middle of the employee's shift. Precise times are to be arranged between Vancity and the employee.

#### **15.6 Rest Periods**

(a) Employees will be entitled to the following: two to five hours worked, one 15 minute rest period without loss of pay; in excess of five hours worked, two 15 minute rest periods without loss of pay.

(b) (1) Rest periods shall not be scheduled within the first one-half hour of a workday or within the first hour after an employee's meal break.

(2) Any employee may request that their rest periods and meal periods be combined. Management will consider the request based on business needs.

(c) Notwithstanding (a) above, the Friday afternoon rest period shall be 20 minutes for Branch employees.

#### **15.7 Job Sharing**

Job sharing proposals can be considered in accordance with Vancity policy where:

(a) one of the partners proposing the job sharing arrangement already occupies the regular full-time role under consideration, or

(b) two partners propose to job share a vacant role which is in a group that is the same or lower than the partners' current role and both partners are qualified to do the work.

A detailed written job sharing proposal must be presented to Vancity for consideration.

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

### **ARTICLE 16 - OVERTIME**

#### **16.1 Daily Overtime**

All time worked in excess of the standard seven (7) hour shift (exclusive of unpaid breaks) shall be paid for at time and one-half the employee's straight-time hourly rate for the first two hours and two times the straight-time hourly rate thereafter, unless otherwise agreed in a flexible work schedule.

#### **16.2 Weekly Overtime Rates**

Time worked by an employee on the employee's scheduled day off shall be paid at time and one-half the employee's straight-time hourly rate for the first two hours and two times the straight-time hourly rate thereafter, unless otherwise agreed in a flexible work schedule.

#### **16.3 Overtime on a Sunday**

For employees covered by Article 15.2 time worked on a Sunday shall be paid for at two times the employee's straight-time hourly rate.

#### **16.4 Callouts**

An employee called back to work after having completed a regular day's shift, or from a regular day off, providing the callback does not abut the regular shift, shall be paid at the applicable overtime premium

specified in this article for a minimum of three hours or for actual time worked, whichever is greater. Travel time to and from the employee's residence will be considered as time worked.

#### **16.5 Authorization of Overtime**

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

#### **16.6 Overtime Meal**

An employee who works overtime beyond a regular shift shall normally be provided with a meal by Vancity. In the event that a meal is not provided, the employee will be reimbursed for a receipted meal expense to a maximum of \$12. The employee shall be allowed a one hour paid meal period in which to eat the meal at the employee's straight-time hourly rate of pay, provided overtime is in excess of two hours work. The meal period may be taken before, during, or after the overtime work, as may be mutually agreed.

#### **16.7 Right to Refuse Overtime**

Employees may decline overtime on a seniority basis providing there are other qualified employees available to perform the work. In such cases, the junior employees cannot decline to work overtime.

#### **16.8 Payment for Overtime**

Overtime pay shall be paid on the paycheque following the pay period in which the overtime was worked.

#### **16.9 Time Off in Lieu of Pay**

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 between Vancity and the employee. Time off in lieu of overtime payment will be calculated at overtime rates. The length of time off with pay shall be equal to the straight-time equivalent to the overtime earnings. Such accumulated time off must be scheduled prior to the end of each calendar year or it will be paid out.

### **ARTICLE 17 - STATUTORY HOLIDAYS**

#### **17.1 Statutory Holidays**

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

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

and any other day that may be stated a legal holiday by the provincial, civic and/or federal government.

Should one 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 Vancity. If the day or days off is not taken within twelve months of it being accrued, it shall be paid out to the employee.

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

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

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

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

(d) Employees who work nine-day fortnight or compressed hours schedules will be scheduled for their normal length of shift when they work a Statutory Holiday.

### **17.2 Premium for Work on Statutory Holiday**

(a) For employees covered by Article 15.1:

(1) Employees whose shifts commence on a day on which they are entitled to a statutory holiday with pay, in accordance with Article 17.1, shall be paid for all hours worked at one and one-half times the employee's straight-time rate of pay for all hours worked, plus seven hours regular pay or seven hours off in lieu of such pay.

(2) Employees whose shifts commence on Christmas Day shall be paid for all hours worked at two times the employee's straight-time rate for all time worked plus seven hours regular pay or seven hours off in lieu of such pay.

(3) If an employee selects time off in lieu the time shall be mutually agreed upon by the employee and Vancity.

(b) For employees covered by Article 15.2:

Time worked on a holiday provided for in Article 17.1, or a day in lieu of such holiday, shall be paid for at two times the employee's straight-time rate plus one day's regular wages.

### **17.3 Statutory Holiday Coinciding With a Day of Vacation**

In the event any of the statutory holidays set out in Section 17.1(a) occur during the period of an employee's vacation, an additional full day's vacation with pay shall be allowed for each holiday so occurring.

### **17.4 Early Closure - Christmas Eve and New Year's Eve**

For employees covered by Article 15.2, the Branch shall close at 2:00 p.m. on Christmas Eve and on New Year's Eve, provided that those days fall on a regular workday.

Employees covered by Article 15.1 will be granted one hour of lieu time for each hour worked between 2:00 p.m. and 5:00 p.m. on Christmas Eve and New Year's Eve, provided those days fall on a day of regular branch operations.

**ARTICLE 18 - ANNUAL VACATIONS**

**18.1 Annual Vacation Entitlement**

All employees shall be entitled to a vacation during the year in which it is earned in accordance with the schedule set out in the following provisions of this article.

**18.2 Entitlement During First Partial Calendar Year**

(a) During the first partial year of service a new regular full-time employee will earn vacation at the rate of one and one-quarter seven-hour days for each month for which they earns the equivalent of 12 seven-hour shifts pay at straight-time rates to a maximum vacation entitlement of 15 seven-hour days.

(b) Subject to Article 18.6, unused vacation earned during the first partial year will be paid to the employee on the last payday of the year.

**18.3 Vacation Entitlement**

(a) Employees with one or more years of service shall have earned the following vacation with pay:

- (1) first to third full calendar year ..... three weeks;
- (2) fourth to ninth full calendar year ..... four weeks;
- (3) tenth and subsequent full calendar years..... five weeks.

Pay for such vacation shall be at the employee's current salary or two percent of gross earnings for each week of vacation entitlement for the period in which vacation was earned, whichever is greater.

**18.4 Bonus Vacation**

(a) Regular full-time employees shall receive an additional bonus week of paid vacation leave in the year in which their 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup>, 40<sup>th</sup> and 45<sup>th</sup> anniversary of continuous service falls. Regular part-time employees shall receive an additional two percent vacation pay in the year in which their 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup>, 40<sup>th</sup> and 45<sup>th</sup> anniversary of continuous service falls. Notwithstanding Article 18.6, employees may schedule their bonus week of vacation in their anniversary year or the year following.

(b) One week's bonus vacation pay shall be equal to one week's basic straight-time pay of the employee's regular role at the time the vacation is taken.

**18.5 Vacation for Regular Part-Time Employees**

(a) Regular part-time employees' vacation pay will be prorated based on a regular full-time employee with the same calendar years' service in accordance with Articles 18.1 to 18.9 of this collective agreement.

(b) Where a regular part-time employee becomes a regular full-time employee, the number of days of continuous service seniority that such an employee has earned shall be added to that employee's length of service for the purpose of determining vacation entitlement (one week [seven days], for each five days of continuous service seniority).

(c) Regular part-time employees shall have the option of receiving vacation pay with each paycheque or accruing their vacation pay. The option of vacation pay accrual will be made to regular part-time employees each January. In the event an employee opts to accrue vacation pay, they can request payment of accrued vacation pay. Such request must be made in writing to the Payroll Department, at

least 10 working days prior to the requested payroll date. The balance of accrued vacation pay for the year will be paid to the employee at the end of each year.

#### **18.6 Vacation Banking**

Employees entitled to more than ten working days' vacation shall be permitted to bank five of the excess days and take them in the following year.

#### **18.7 Seniority Preference in Scheduling Vacation**

(a) Employees shall select their vacation periods in order of seniority as defined in this agreement. Only one vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one vacation period. Subsequently, those employees who have chosen to take their vacation in two or more separate periods shall select the second and consequential periods in order of seniority.

(b) Vancity will post a vacation schedule by October 15<sup>th</sup> of each year, and the employees shall select their vacation periods by November 15<sup>th</sup>. All vacation so selected by this time shall be confirmed by December 15<sup>th</sup>. This clause shall not be so construed to imply that vacation not selected by December 31<sup>st</sup> is to be disallowed.

(c) Any vacation entitlement not requested during the selection period shall be scheduled on a first come first served basis.

(d) Employees are encouraged to select their vacation periods in blocks of five days or more.

(e) The maximum number of consecutive weeks of vacation per round in the vacation bid shall be six weeks. This includes annual vacation entitlement, bonus vacation, banked vacation and purchased flex days.

(f) Following the close of the annual vacation bid process, the Employer will make the approved vacation schedule available to employees.

#### **18.8 Vacation Schedule Changes**

Vacation schedules, once approved by Vancity, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and Vancity.

#### **18.9 Vacation Pay Prorated**

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

### **ARTICLE 19 - SPECIAL AND OTHER LEAVES OF ABSENCE**

Except for leave under Article 19.1 - Compassionate Leave and Article 19.3 - Maternity and Parental Leave, any leave of absence granted under this article shall only be taken after reasonable notice is provided to the employee's supervisor. Vancity will not unreasonably withhold permission for such leave.



### 19.1 Compassionate Leave

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

### 19.2 Jury Duty and Court Service

- (a) Jury duty and court service are civic responsibilities and Vancity has a responsibility to support employees in this role.
- (b) If an employee is required to perform jury duty Vancity will pay the employee's regular wages for each scheduled shift that the employee attends court. Any jury pay money paid to the employee by the court shall be paid to Vancity.
- (c) If an employee serves on a non-scheduled workday, the employee is entitled to any money received from the court.
- (d) While waiting for an actual jury call, employees shall make every reasonable effort to report to work for their scheduled shift.
- (e) An employee required to attend court as a plaintiff or defendant will not be paid by Vancity unless the employee is attending on behalf of Vancity.
- (f) Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two hours of their shift remains to be worked.
- (g) Total hours on jury duty and actual work on the job in the office in one day shall not exceed normal scheduled shift hours for purposes of establishing the basic workday. Any time worked in the office in excess of the combined total of the scheduled shift hours shall be considered overtime and paid as such.

### 19.3 Maternity and Parental Leave

- (a) All regular full-time and regular part-time employees shall be eligible for maternity and parental leave in accordance with the *Employment Standards Act*.
  - (1) A request for maternity and/or parental leave shall be in writing at least four weeks before the day specified in the request, and show the last expected working date and expected date of return. Any change to the expected date of return shall be requested in writing at least four weeks before the expected date of return.
  - (2) Vancity may, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.

(3) Vancity may require the employee to provide a medical certificate certifying that the employee is medically capable of continuing to work or of returning to work.

(4) On return from maternity and/or parental leave, an employee shall be placed in their former role or in a role of equal rank and basic pay.

(5) If an employee maintains coverage for medical, extended health, group life or long-term disability benefits, Vancity agrees to pay Vancity's share of these premiums.

(b) *Seniority Rights on Return to Employment*

(1) An employee who returns to work after the expiration of their maternity and/or parental leave shall retain service credits and seniority rights accumulated prior to the maternity and/or parental leave and shall be credited with additional service credits and seniority for the period of time covered by the maternity and/or parental leave.

(2) The employee shall be deemed to have resigned on the date upon which leave of absence without pay commenced if a confirmation of return to employment is not made or if the employee fails to return to work on the agreed to date.

(c) *Sick Leave During Pregnancy*

(1) An employee who qualified for benefits under Article 20.1(a), who becomes ill due to pregnancy and prior to entitlement to Employment Insurance benefits, may claim benefits under Article 20.1(a).

#### **19.4 Family Responsibility Leave**

(a) All regular full-time and regular part-time employees, upon written application, and when Vancity's business permits, may be granted up to five days unpaid Family Responsibility Leave, each year, to meet responsibilities related to the care and health of immediate family members.

(b) "*Immediate family*" is defined as the employee's spouse, including common-law and same sex spouses, mother, father, son, daughter, foster children, stepchildren, sister, brother, aunt, uncle, mother-in-law, father-in-law, stepparents, foster parents, grandparents, grandchildren, sister-in-law and brother-in-law, daughter-in-law and son-in-law.

#### **19.5 Leave of Absence Without Pay**

(a) *Short-Term Leave*

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

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

(b) *Extended Leave*

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

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

**19.6 Illness in Family Leave**

In the case of illness, serious enough to reasonably believe that a member of the immediate family may not survive, an employee shall be granted up to three days leave without loss of pay to visit the place of residence of the immediate family member. Immediate family shall be as set out in Article 19.4(b) of this article.

**19.7 Compassionate Care Leave**

Where an employee is on a leave of absence pursuant to the *Employment Insurance Act* and the *Employment Standards Act*, the employee will continue to accrue seniority and maintain eligibility for benefits.

**19.8 Doctor and Dentist Appointments**

Where a regular full-time employee attends a doctor or a dentist appointment during working hours, time spent at such appointments shall be without loss of pay. All employees shall make all reasonable efforts to schedule such appointments outside of working hours. If it is not possible to schedule the appointment outside of working hours, the employee will schedule the appointment such that attendance will have the least impact on their scheduled shift. This may include scheduling appointments at the beginning or end of the workday. At least three weeks' notice will be provided by the employee in advance of such appointments, unless the appointment is the direct result of an emergency or a last-minute appointment with a specialist due to a cancellation. Where less than three weeks notice is given, the employee's shift may be amended, and Article 15.3 will not apply. Managers may request proof of the employee's scheduled appointment.

**19.9 Elections**

Each employee shall be entitled to four clear hours to vote in a provincial election and three clear hours to vote in a federal election without loss of pay.

**19.10 Educational Leave**

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

**19.11 Domestic Violence Leave**

An employee may be entitled to a leave of absence due to domestic violence subject to the provisions of the *Employment Standards Act*.

Approved time off related to domestic violence will be treated as an approved leave of absence.

**19.12 Failure to Return From Leave**

An employee shall be deemed to have terminated their employment where they fail to return from an authorized leave of absence without notice or reasonable cause.

**19.13 Other Religious Observances**

- (a) Employees who observe different or additional spiritual holidays are entitled to up to three days leave without pay per calendar year to observe spiritual or holy days. Such leave will not be unreasonably withheld.

- (b) A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, leave will not be unreasonably withheld. Where operational requirements limit the number of requests that may be granted within a worksite and/or functional work group, leave requests will be granted in order of seniority.
- (c) Employees scheduling leave under this provision may utilize or reschedule vacation or time off in lieu of overtime or statutory holidays.

## ARTICLE 20 - CARE DAYS

### 20.1 Care Days

- (a) Regular full-time employees shall be entitled to accumulate care day credit the equivalent of one day for each month worked. Eligible regular part-time employees shall be entitled to accumulate care day credit the equivalent of one day for each 154 hours worked. If a regular full-time employee's start date is between the first and 15<sup>th</sup> day of the month inclusive, credit is given for a full month for the purpose of calculating care day accrual, otherwise care day credit will be calculated starting the first of the following month. There is no limit on care day accrual. Unused care days will accumulate for use, until depleted, as salary replacement benefits, at 100% of base salary during an approved short-term disability leave. After depletion of care days, salary shall be covered at 75% of wages up to a maximum of 26 weeks from the date of disability.
- (b) For the purposes of paragraphs (c), (d) and (e) below, care days may be used in the year in which they have been or are to be earned. Employees who complete only a part of a year due to termination of employment, leave or some other reason shall be required to reimburse Vancity for any overpayment received.
- (c) Care day credits may be used for personal illness. They may be used, no more than two consecutive days at one time, to provide care to an immediate family member suffering severe illness when the immediate family member is unable to take care of themselves and no other family member, adult resource or health care facility can provide the required emergency care. For the purpose of this use of care day credits, "*immediate family*" is defined in Article 19.1(b).
- (d) Care day credits may be used, no more than two consecutive days at one time, to provide emergency child care for a child with whom the employee is parenting to make child care arrangements.
- (e) Care day credits may be used, no more than two consecutive days at one time, to make elder care arrangements for a parent or grandparent.
- (f) Premium contribution arrangements for Pension Plan, RRSP and health benefits will remain intact during an employee's use of care days.

## ARTICLE 21 - BENEFIT PLANS

When Vancity intends to make changes to the benefits it controls which are provided under this article, it shall consult with the Union prior to finalizing any changes. There will be no material reduction in the level of Health and Welfare benefits during the term of this agreement without mutual agreement. Such agreement shall not be unreasonably withheld.

Should there be a disagreement over whether a change to the level of health and welfare benefits is considered a material reduction, the Union may refer the matter to a mutually agreed arbitrator skilled in benefits specific adjudication that may address the issue in a timely manner. If the Union raises an objection, Vancity will not initiate the changes until the dispute is settled.

Vancity may change the benefit carrier provided the Union is consulted prior to any change.

Changes will be presented to the Labour Management Relations Committee prior to the implementation. It is understood that this presentation does not preclude Vancity from initiating an undisputed change. Should changes be required prior to a scheduled labour management meeting, the employer will share the details electronically.

#### **21.1 Flexible Benefit Program**

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

#### **21.2 BC Medical Services Plan**

All regular employees shall become entitled to coverage under the B. C. Medical Services Plan on the first day of the month following commencement of employment. The premium cost shall be paid 100% by Vancity.

#### **21.3 Pension Plan and Group RRSP**

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

The parties agree that employees shall receive detailed information from the Employer in order to make an informed decision.

#### **21.4 Staff Account Discounts and Premiums**

- (a) Employees will be eligible for staff account discounts and premiums in accordance with the Vancity "*staff as members*" policy.
- (b) Details of the "*staff as members*" policy are available on line to all employees.

#### **21.5 Retirement Package**

Employees covered by the collective agreement, who meet the eligibility requirements set for all employees, may participate in any Vancity retirement package offered from time to time.

### **ARTICLE 22 - SALARY POLICY**

#### **22.1 Salary Schedule**

Regular full-time and regular part-time employees shall be paid in accordance with the salary schedule for their roles as specified in Appendix A, which is part of this agreement. The steps in the salary range shall not be construed to mean an employee may not be advanced to the next step in their salary range before having the required service, in accordance with the provisions of Article 22.5(b).

## 22.2 Transferring Into a Role Under the Collective Agreement

- (a) Notwithstanding Article 22.1, an employee who transfers into a role covered by this agreement and whose current rate is higher than the maximum wage rate for their role shall remain at that higher wage rate until such time as the maximum wage rate for their role exceeds their wage rate.
- (b) An employee who transfers into a role covered by this agreement whose current rate is within the wage scale rates for their role shall be placed at the next step above their current rate of pay.

## 22.3 Salary Step Upon Promotion

- (a) Upon promotion, regular full-time and regular part-time employees, who meet the required qualifications, will receive the greater of either the minimum of the new pay range or the step at least four percent above their current salary range, but not more than the top of the new pay range.
- (b) Employees who are appointed to a role in a higher group prior to achieving the requisite qualifications shall receive the entry rate for the higher role or current salary, whichever is greater, until the employee meets the job requirements. At that time, the employee will be placed on the scale of the higher role.
- (c) An employee shall move to the next step in their salary range upon completion of six months of having completed the qualifications.

## 22.4 Salary on Promotion of Over-Scale Employees

Article 22.3 shall not apply to an employee who is promoted into a role covered by this agreement or an employee covered by this agreement whose wage rate is over-scale and red circled prior to the promotion. These employees shall be placed at the next step rate in the higher salary range above their current salary. An employee whose current rate is higher than the maximum wage rate for their new role shall remain at that wage rate until such time as the maximum wage rate for their new role exceeds their wage rate.

## 22.5 Progression to Next Salary Step

Regular full-time employees shall progress to each succeeding salary step for their job group as set out in Appendix A of this collective agreement and in accordance with (a) through (c) following:

- (a) Employees shall progress to each succeeding step in the salary range for their job group as follows:

First 910 hours:	Step 1
After 910 hours at Step 1	Step 2
After 910 hours at Step 2	Step 3
After 1820 hours at Step 3	Step 4
After 1820 hours at Step 4	Step 5
- (b) An employee placed on a step in their salary range at a point higher than they would qualify for length of service (on being hired, or promoted in accordance with Article 22.3 or Article 22.7), shall move to the next step in their salary range upon completion of 910 hours service following such placement, subject to paragraph (c) of this section;
- (c) Service for the purpose of progression to the next salary step shall include all hours paid and any time while on maternity and/or parental leave, union leave, annual vacation, leave for sickness or disability and while receiving workers' compensation benefits.

**22.6 Temporary Assignment to Work Outside the Bargaining Unit**

An employee who accepts an appointment to perform work outside of the bargaining unit shall be paid at the subscribed rate from the first full day of such appointment and shall continue to accrue service for the purpose of step increments.

**22.7 Temporary Role Assignment to a Higher Group**

- (a) An employee assigned to a role in a higher group on a temporary basis, through the posting procedure, shall be paid at a rate, in accordance with Article 22.3 (a) or (b), from the first full day of such appointment.
- (b)
  - (1) When an employee is temporarily appointed to a role in a higher group, they shall continue to accrue service for the purpose of step increments in their regular role, and the increment will be applied when the employee returns to their regular role.
  - (2) If an increment is earned in the temporary appointment, the increment will be applied.
  - (3) If the temporary role becomes permanent, for purposes of step calculations, the employee is deemed to have become permanent at the start of that contract.

**22.8 Salary Policy on Recalls and Demotions**

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

- (a) employees recalled to their former role or to a role having the same salary range shall receive the current rate for the step in the salary range which they held at the time of layoff;
- (b) employees recalled who accept a role in a salary range which is lower than for their former role, shall be paid at a step in the salary range commensurate with their service in their previous role at the time of layoff;
- (c) an employee who accepts a role at a lower salary range shall be paid at the lower salary range in accordance with paragraph (b) above.

**22.9 Shift Differential**

- (a) A shift that commences between the hours of 8:00 p.m. and 1:00 a.m. shall be considered a "*night shift*" and an employee working this shift shall be entitled to a shift differential in the amount of three dollars per hour for each hour worked.
- (b) For shifts other than those defined in 22.9(a), a shift differential of one dollar per hour shall be paid for each hour worked between the hours of 9:00 p.m. and 6:00 a.m.

**22.10 Relocation to Lower Step Due to Technological Change**

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

**22.11 Transitioning on to the Wage Grid upon Unionization**

- (a) Upon unionization of a worksite, affected employees will have their non-union service ported for the purposes of determining seniority.

(b) Where an employee's non-union rate of pay falls below or within the Union wage scale rates for their role, their wage will either be:

- (1) increased to the next step above their current rate of pay, or
- (2) increased by the equivalent rate of current union dues,

whichever provides for the greater benefit to the employee.

(c) Where an employee's non-union rate of pay is above the wage scale for their role at the time that their worksite unionizes, their non-union rate of pay will be increased by the equivalent rate of current union dues. Their rate of pay will be red circled until such time as the maximum wage rate for their role exceeds their wage rate.

(d) Any transition issues not covered by the collective agreement will be referred to the parties for negotiation and resolution.

## ARTICLE 23 - SALARIES AND ROLES

### 23.1 Rates of Pay for Regular Full-Time Employees

The roles and salaries for employees as mutually agreed, are incorporated into Appendix A of this collective agreement.

### 23.2 Rates of Pay - Regular Part-Time Employees

Regular part-time employees shall be paid as set out in Appendix A of this collective agreement with advancement between steps in accordance with hours worked, i.e. six months step = 910 hours worked. Each hour engaged in union business pursuant to Articles 3.12 and 8.3 will be counted as an hour worked.

### 23.3 Rates of Pay - Casual Employees

Casual employees shall be paid at Step 1 of the applicable pay group as set out in Appendix A, or at Vancity's living wage set out in Appendix A, whichever is greater. Casual employees shall not receive step progressions. Casual employees will receive an additional vacation pay of 6 percent of their gross pay.

### 23.4 Profit Sharing

All bargaining unit members shall be eligible to participate in Vancity's Profit Sharing Plan, or incentive plans, that may be in effect from time to time, in accordance with the terms of that plan.

Introduction of, or changes to, existing plans will be presented to the Union prior to implementation to provide the Union with an opportunity to respond to the design, implementation or amendment of these plans.

## ARTICLE 24 - JOB DESCRIPTIONS

### 24.1 Job Descriptions

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



## **24.2 New Roles**

When a new role is established or the duties or requirements of an existing role are significantly changed, Vancity shall set an interim salary and category for such role 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.

## **24.3 Role Review**

The Union may request Vancity to conduct a review of a role, where a substantial change of duties can be demonstrated. Such request must be made in writing, detailing the duties and responsibilities that do not fall substantially within those contained in the job description.

In the event that an agreement cannot be reached, the matter may be referred to arbitration as provided for in this collective agreement.

## **24.4 Altered Roles**

Employees in roles that the Employer alters will continue in the role. The Employer will provide additional training that may be required for the altered job duties.

# **ARTICLE 25 - TRAINING**

## **25.1 New Equipment/Systems**

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

## **25.2 Reimbursement for Job Related Courses**

- (a) When an employee registers in a job-related course to be taken on their own time, as approved in advance by the employee's Manager, Vancity will reimburse 100% of the cost of this course to the employee. Reimbursement will be made following approval and proof of registration. The employee must submit proof of successful completion within three months of course completion. If the employee does not successfully complete the course, course fees will be recovered from the employee at the end of the course semester.
- (b) When Vancity requests an employee to attend a credit union related course or courses, Vancity will pay 100% of the cost upon registration. Employees requested to attend such courses during the employees normal working hours shall be with pay.
- (c) Other courses, approved by Vancity, will be reimbursed at 50% of tuition.
- (d) If an employee resigns from Vancity within 24 months of receiving reimbursement under this policy, they will be required to repay the benefit on a prorated basis. The proration will be based on one twenty-fourth of the amount paid by Vancity for each month remaining in the 24-month period.
- (e) Employees shall make all reasonable efforts to arrange attendance at courses as per (a) above that do not require adjustment to set schedules. Where this is not practicable, employees may request leave of absence without pay in accordance with Article 19.

**25.3 Employees Enrolled in Other Courses**

- (a) A regular part-time employee working at the Member Services Centre (MSC) who is registered for a course which is not job related, shall not be compelled to accept hours on the days they are required to attend the class or examinations for classes beyond their shift bid.
- (b) Employees must advise Vancity in advance of the dates and times of the course of study and examinations.

**25.4 Child Care Expenses**

Where an employee is requested or required by Vancity to attend a course outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expenses up to \$75 per day upon production of a valid receipt.

**ARTICLE 26 - TECHNOLOGICAL CHANGE****26.1 Notice of Technological Change**

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

**26.2 Retraining**

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

**26.3 Termination and Recall List**

In cases where the retraining of an employee is not practical, or where other roles with Vancity are not available, the provisions of Article 13 shall apply.

**ARTICLE 27 - GENERAL PROVISIONS****27.1 Employee's Use of Own Vehicle**

Employees who are required to use their own vehicles on credit union business shall receive mileage at a rate established by the Canada Revenue Agency's "*Automobile Allowance Rate*". Employees are only entitled to mileage claims for kilometres in excess of their normal work commute.

Where Vancity requires an employee to carry vehicle insurance for business use, Vancity will reimburse the employee for those incremental costs upon proof of receipt. Appropriate vehicle insurance and use shall be determined by Vancity policy in accordance with the law. It is the employee's responsibility to insure their vehicle correctly.

Parking fees and tolls incurred for work purposes will be reimbursed upon proof of receipt.

Tickets, fines or any other personally incurred penalties will be the sole responsibility of the employee.

## 27.2 Notice of Resignation

Employees are expected to provide Vancity with two weeks' notice of intention to terminate in order to provide adequate time to obtain a replacement.

## 27.3 Inclement Weather

(a) Vancity agrees that if it sends any employees home due to inclement weather, the employees will be sent home without loss of pay.

(b) In the event that inclement weather results in public transportation (buses or skytrain) being unavailable, employees who are unable to make it to work because of the inclement weather will be granted leave of absence without pay and without loss of seniority. It is understood that employees are required to call Vancity to advise of their absence as soon as possible.

## 27.4 Copies of the Collective Agreement

Vancity will post the current collective agreement and memoranda that impact the full bargaining unit on their internal website.

## 27.5 Prorating of Performance Targets

It is understood that employees engaged in special projects, training of co-workers or on leave of absence and all time spent in other roles shall not be negatively impacted with respect to performance targets or evaluations and shall have their targets prorated as appropriate.

# ARTICLE 28 - NO DISCRIMINATION/NO HARASSMENT/NO BULLYING

## 28.1 Respectful Work Environment

The parties recognize that Vancity employees are entitled to work in a respectful environment free from all forms of discrimination, harassment and bullying. Work environment includes office-related functions, work assignments outside the office and any technology-based communication such as telephone or email.

## 28.2 Definitions of Discrimination/Harassment/Bullying

(a) Grounds for discrimination include race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, gender identity or expression or because a person has been convicted of a criminal or summary conviction offense that is unrelated to employment.

(b) *Harassment is any conduct* - verbal, physical or by innuendo - that is likely to cause offense or humiliation to any person within the context of (a) above.

(c) Sexual harassment is harassment of a sexual nature.

(d) Bullying (also known as personal harassment) is objectionable, unwelcome conduct or comments that create an intimidating, disrespectful, or humiliating work environment and that is not based on the prohibited grounds of discrimination.

(e) Inappropriate behaviour, generally, may be one incident or a series of incidents, of any direct or indirect conduct, comment, suggestion, gesture or communication, which an individual would reasonably conclude:

- (1) is likely to cause offense, humiliation or intimidation to any employees;
- (2) is unwanted or unwelcome, whether intentional or unknowing;
- (3) includes but is not limited to subordinate/power relationships;
- (4) might, on reasonable grounds, be perceived, explicitly or implicitly, as placing a term or condition on employment, training or promotional opportunities;
- (5) interferes with an individual's job performance;
- (6) has the effect of creating a poisoned or hostile working environment.

This list is not exhaustive.

(f) Discrimination/harassment by an employee is a serious offense, and is subject to disciplinary action, which may lead to termination of employment.

(g) Good faith actions of a manager or supervisor relating to the management and direction of employees, such as: assigning work, providing feedback to employees on work performance, taking reasonable disciplinary action, attendance management, or a difference of opinion do not constitute harassment.

### **28.3 Procedures**

A harassment complaint may not take the form of a grievance. The complainant must follow this complaint process. Notwithstanding, any action taken by the Employer as a result of the complaint process may be grieved.

In the case of a complaint of discrimination or harassment, the following shall apply:

- (a) Before proceeding to a formal complaint, an employee who believes they have a complaint of harassment or discrimination may approach the parties involved. If more than one incident occurs, the employee should keep a written record of dates, times, the nature of the behaviour, and witnesses, if any.
- (b) If the behaviour continues or the employee is uncomfortable directly approaching the parties involved, the employee may approach a union steward and local manager to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
- (c) If the matter remains unresolved, an employee (complainant) may submit a complaint in writing within six months of the latest alleged occurrence to Human Resources either directly or through the Union. Upon receipt of the written complaint, either party shall notify the other in writing. Complaints of this nature shall be treated in strict confidence by both the Union and Vancity. The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, an explanation of how the action constitutes a violation of Article 28, and the remedy sought.
- (d) Vancity will investigate the complaint using either a senior manager, human resources consultant or an outside consultant as the investigator, depending on the circumstances surrounding the complaint. The results of the investigation will be submitted to the Manager of Human Resources within 15 days of receipt of the complaint. The Manager of Human Resources shall, within 10 days of receipt of the report, determine what action, if any, should be taken. The union staff representative, the complainant and the respondent shall be notified of the resolution.

- (e) While steps will be taken to preserve the confidentiality of the complaint to the maximum degree possible, the alleged harasser (respondent) will be made fully aware of the details of the complaints and will be given an opportunity to respond. In addition, the investigator will likely interview any other person who may have pertinent information and/or who may be a witness.
- (f) Both the complainant and the respondent shall be given the option of having a steward, or union staff representative where either the complainant or respondent is a steward, present at any meeting held pursuant to the above investigation.
- (g) In the case of alleged harassment by a member of Vancity or a member of the general public, the employee claiming to be harassed has the right to discontinue contact with the alleged offender without incurring any penalty, pending determination of the facts of the case. Vancity shall not require the employee to conduct business with an alleged offender.
- (h) Where the complainant states they cannot work with the respondent, Vancity may temporarily relocate the respondent while the investigation occurs. The complainant will not be temporarily removed during the investigation without their agreement. Where an employee is temporarily relocated as a result of this process, they shall be relocated to their department's closest available unionized work location, subject to business needs.
- (i) Where either the complainant or the respondent is not satisfied with the resolution, they shall have the right to file a grievance at Step 3 of the grievance procedure.
- (j) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, Vancity may take appropriate action, up to and including discipline.
- (k) This article does not preclude an employee from filing a complaint under Section 13 of the *BC Human Rights Code*.

## ARTICLE 29 - JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

### 29.1 Joint Occupational Health and Safety Committee

The parties agree that the intent of this article is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure.

- (a) The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of British Columbia pertaining to Occupational Health and Safety will be complied with.
- (b) Vancity will work with employees to promote a Health and Safety culture and share commitment to continuous quality improvement.
- (c) Vancity will develop, implement and maintain Health and Safety programs and safe work procedures.
- (d) Vancity will provide necessary Health and Safety orientation and training, and ensure that workplace hazards are removed.
- (e) A joint health and safety committee will be established when required, and will function pursuant to the regulations of the *Workers Compensation Act*, with equitable union representation.

(f) Union representatives shall be employees at the workplace appointed by the Union, and Vancity representatives shall be appointed by Vancity. Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a committee meeting, job site inspection, accident investigation, or performance of other related duties as approved by Vancity in accordance with WCB Regulations.

(g) Committee activities shall be scheduled during normal working hours. Agreed upon meeting minutes will be circulated upon committee approval.

## **29.2 Mental Health**

The parties recognize the importance of supporting and promoting a psychologically healthy workplace.

## **29.3 Workplace Violence or Aggressive Conduct**

The Employer will take all reasonable steps to eliminate, reduce or minimize threats to the safety of employees.

## **29.4 Working Alone**

In accordance with WorkSafeBC, check-in procedures will be implemented when appropriate to ensure the safety of all employees who work alone or in isolation where assistance would not be readily available to the worker.

# **ARTICLE 30 - ROBBERY OR HOLDUP**

## **30.1 Professional Counselling**

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

## **30.2 Time Off**

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

## **30.3 Vancity's Need for Staffing**

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

## **30.4 Additional Time Off**

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

# **ARTICLE 31 - DURATION OF AGREEMENT**

## **31.1 Duration**

This agreement shall be binding and remain in effect to midnight, December 31, 2023.

**31.2 Notice to Bargain**

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after October 1, 2023 but in any event not later than midnight, October 31, 2023.
- (b) Where no notice is given by either party prior to October 31, 2023, both parties shall be deemed to have given notice under this clause on October 31, 2023, and thereupon Article 31.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of Vancity shall be given by the Vice-President of Human Resources or designate.

**31.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Article 31.2, the parties shall, within 14 days after notice was given, commence collective bargaining.

**31.4 Change in Agreement**

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.


**31.5 Agreement to Continue in Force**

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

**31.6 Effective Date of Agreement**

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

**SIGNED ON BEHALF OF  
THE UNION:**

  
Stephanie Smith  
President


  
Jennifer Hilland  
Bargaining Committee Member

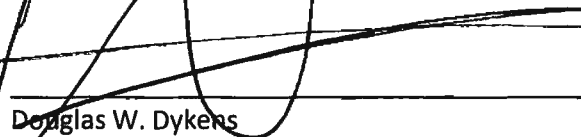
  
Angela Kulis  
Bargaining Committee Member

  
Melissa Maan  
Bargaining Committee Member

  
Jas Sangha  
Bargaining Committee Member


  
Samanna Moskier  
Bargaining Committee Chairperson


  
Reagan Belan  
Staff Representative

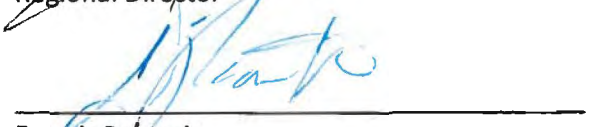
  
Douglas W. Dykens  
Director

**SIGNED ON BEHALF OF  
VANCITY:**


  
Christine Bergeron  
Interim President and CEO

  
Ritu Linfoot  
Director of Member Support

  
Jennifer Taylor  
Regional Director

  
Dennis Pahtazis  
Director of Member Services Center

  
Candice McGinnis  
Human Resources Consultant

  
Colin Murdoch  
Director of Human Resources Advisory Services

Signed this 28<sup>th</sup> day of November, 2020.



**APPENDIX A  
Wage Schedule**

Group	Role	Full-Time/ Part-Time Hours	Step	01-Jan-20 2.25%	01-Jan-21 2.00%	01-Jan-22 2.00%	01-Jan-23 2.00%
1	Member Service Administrator		1	\$19.23	\$19.61	\$20.00	\$20.40
	Branch Administrator	+ 910 hrs	2	\$20.33	\$20.74	\$21.15	\$21.57
		+ 910 hrs	3	\$21.49	\$21.92	\$22.36	\$22.81
		+ 1820 hrs	4	\$22.73	\$23.18	\$23.64	\$24.11
		+ 1820 hrs	5	\$24.10	\$24.58	\$25.07	\$25.57
2	Administrator Credit Services	Officer Payment Systems	1	\$21.93	\$22.37	\$22.82	\$23.28
	Analyst Cardholder Quality Assurance	Card Services Support Agent	+ 910 hrs	\$23.19	\$23.65	\$24.12	\$24.60
	Cardholder Care Agent	Member Experience Specialist	+ 910 hrs	\$24.53	\$25.02	\$25.52	\$26.03
	Clerk Payment Systems	Online Care Representative	+ 1820 hrs	\$25.94	\$26.46	\$26.99	\$27.53
	Credit Services Specialist		+ 1820 hrs	\$27.42	\$27.97	\$28.53	\$29.10
Financial Service Representative							
Member Service Representative							
3	Agent MSC Campaigns	Member Service Advisor I	1	\$24.91	\$25.41	\$25.92	\$26.44
	Cardholder Care (Sr)	Member Service Representative (Sr)	+ 910 hrs	\$26.35	\$26.88	\$27.42	\$27.97
	Credit Recovery Specialist	Officer Centralized Admin	+ 910 hrs	\$27.85	\$28.41	\$28.98	\$29.56
	Credit Services Specialist (Sr)	Quality Analyst	+ 1820 hrs	\$29.45	\$30.04	\$30.64	\$31.25
	Financial Service Coordinator	Workforce Analyst	+ 1820 hrs	\$31.15	\$31.77	\$32.41	\$33.06
Financial Service Representative (Sr)	Concierge						
Loss Prevention Specialist	Community Branch Coordinator						
	Online Care Representative (Sr)						
4	Agent MSC Campaigns (Sr)	Workforce Analyst (Sr)	1	\$27.69	\$28.24	\$28.80	\$29.38
	Account Manager I		+ 910 hrs	\$29.27	\$29.86	\$30.46	\$31.07
	Member Service Advisor II		+ 910 hrs	\$30.96	\$31.58	\$32.21	\$32.85
	Officer Payment Systems (Sr)		+ 1820 hrs	\$32.74	\$33.39	\$34.06	\$34.74
	Quality Analyst (Sr)		+ 1820 hrs	\$34.61	\$35.30	\$36.01	\$36.73
5	Account Manager II		1	\$31.48	\$32.11	\$32.75	\$33.41
	Cred Rec & Loss Pre Spec (Sr)		+ 910 hrs	\$33.28	\$33.95	\$34.63	\$35.32
	Member Service Advisor (Sr)		+ 910 hrs	\$35.19	\$35.89	\$36.61	\$37.34
			+ 1820 hrs	\$37.22	\$37.96	\$38.72	\$39.49
			+ 1820 hrs	\$39.36	\$40.15	\$40.95	\$41.77
6	Branch Business Account Manager		1	\$34.08	\$34.76	\$35.46	\$36.17
			+ 910 hrs	\$36.03	\$36.75	\$37.49	\$38.24
			+ 910 hrs	\$38.10	\$38.86	\$39.64	\$40.43
			+ 1820 hrs	\$40.29	\$41.10	\$41.92	\$42.76
			+ 1820 hrs	\$42.61	\$43.46	\$44.33	\$45.22
Vancity Living Wage premium for Casual employees without benefits.							
Vancity Living Wage rate - to be reviewed annually as part of the Living Wage campaign. An employee earning the living wage will not have their wage rate reduced if the living wage premium is reduced from year to year.							

**MEMORANDUM OF UNDERSTANDING #1****Re: Performance Pay at Top of Scale**

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

The Performance Pay Plan policy will not be altered during the life of this collective agreement, expiring on December 31, 2023. Performance pay is based on the calendar year and will be paid by the fifth pay period of the following calendar year.

**MEMORANDUM OF UNDERSTANDING #2****Re: Profit Sharing Plan**

The same Profit Sharing Plan that is offered to non-union employees in Levels 1 through 6 will be offered to unionized employees. This letter will expire on December 31, 2023.

**MEMORANDUM OF UNDERSTANDING #3****Re: Geographic Area Definition**

For the purposes of Articles 14.2(c) and 14.9, "*geographic area*" shall be understood to mean the closest available unionized work location within a 26 kilometre radius. For the purposes of the employees covered by Article 15.1, "*geographic area*" shall be understood to mean any contact centre location.

**MEMORANDUM OF UNDERSTANDING #4****Re: Pension Plan and Group RRSP Review**

When Vancity intends to review the Pension Plan and/or Group RRSP it controls, the Union shall be consulted as part of the review process.

For this purpose, consultation will include:

- access to information that will be publicly released by the Board of Trustees of the BC Credit Union Employees' Pension Plan
- consultation with Vancity's representative(s) on the Board of Trustees, as appropriate
- opportunity for employees to provide input on matters related to Pension Plan and Group RRSP

**MEMORANDUM OF UNDERSTANDING #5****Re: Flexible Work Schedule Agreement**

The Union and Employer agree to the implementation of a Flexible Work Schedule for the Vancity Member Services Centre and Visa Centre at 369 Terminal, Vancouver and Central City Tower, Surrey, Branch 10,

and any other work location where known Flexible Work Schedules are in place as of the date of ratification as per Article 15.4 Flexible Work Schedules in the collective agreement.

1. Regular full-time employees may work the following flexible schedules:
  - a) a compressed workweek consists of 4 shifts of 9.25 hours each equal to 35 hours paid weekly.
  - b) a fortnight workweek consists of 8 shifts of 8.25 hours and 1 shift of 8.5 hours each equal to 70 hours paid biweekly.
2. Regular part-time employees may work a compressed workweek, consisting of 2 shifts of 9.5 hours each equal to 18 hours paid weekly.
3. If the Employer chooses to offer Flexible Schedules, it will be made available through the established shift bid process. The selection of a flexible workweek is determined by seniority. The least senior employee may not decline the remaining available schedule.
4. Employees who work a flexible schedule will receive the same net benefits as those who work a regular schedule, including:
  - a) Regular full-time employees accumulate care day credits the equivalent of one day for each month worked. Eligible part-time employees accumulate care day credits at one care day per 154 hours worked, as per Article 20.1.
  - b) Employees who work flexible workweeks will be scheduled for their normal length of shift when they work a statutory holiday, and in accordance with Article 17.1(d) and 17.2 premium for work on Statutory Holiday.
  - c) Any other benefits related to working part-time or full-time hours.
5. As the meal periods and rest periods laid out in Article 15 are reflective of a regular workweek, employees who work a flexible schedule will receive an additional allotment of paid rest periods for each day worked, as follows:
  - a) Regular part-time employees working a compressed workweek will be scheduled for an additional 15 minutes paid rest period on each shift;
  - b) Regular full-time employees working a compressed workweek will be scheduled for an additional 30 minutes on one shift per week; which will net an average of 7.5 additional minutes paid rest period each day worked;
  - c) Regular full-time employees working a fortnight workweek will be scheduled for an additional 30 minutes rest period on their 8.5 hour shift biweekly.
  - d) The additional rest periods will be scheduled in a reasonable manner based on Vancity's business needs, and will not be adjusted or altered based on care days, vacation days, leaves or other work absences.
6. As per Article 15.4(g) Flexible Workweek Schedule can be amended or cancelled by Vancity by providing two weeks' advance notice prior to the posting of the new schedule.
7. As identified in Article 15.4 of the Collective Agreement, the Employer recognizes that the implementation of flexible work schedules requires the agreement of both parties.

8. This agreement is on a without prejudice and without precedent basis.

**MEMORANDUM OF UNDERSTANDING #6**  
**Re: Seven-Day Operation Pilot Project for Branches**

During the life of the collective agreement Vancity may institute a seven-day operation pilot project on a branch-by-branch basis. Vancity will consult with the Union on each pilot project in order to review the plan. During the pilot project employees will be paid at straight-time rates for regular hours worked on a Sunday. Overtime under Article 16.3 shall apply to an employee's second day of rest each week. Shift selection for the pilot project will be based on seniority. Vancity will provide three months' notice to the Union prior to the implementation of each pilot project.

This MOU will expire on the final day of the collective agreement unless mutually renewed by the parties.

**MEMORANDUM OF UNDERSTANDING #7**  
**Re: Workload**

Where an employee has concerns about their ability to meet their role accountabilities, prioritize or complete their work due to overall work volume, they will raise their concerns with their manager and develop an action plan. Systemic workload challenges raised by employees across multiple worksites, or across a large department, can be raised for discussion at the regional Joint Labour Management meeting. If not resolved at the regional meeting the issue may be raised at the Labour Management Committee.

**MEMORANDUM OF UNDERSTANDING #8**  
**Re: Short-Term Work Assignments**

- a) Vancity will post all permanent vacancies and all contract appointments that are reasonably expected to be 90 or more days, as per Article 14 of the collective agreement.
- b) Vancity will not be required to post or interview for temporary vacancies that are less than 90 days. Notwithstanding the use of casual employees laid out in Article 2.4 of the collective agreement, for contract vacancies of less than 90 days, the Employer will issue an "*Expression of Interest*". Vacancies filled in this manner will be based on the selection basis laid out in Article 14.6 of the collective agreement, without conducting a formal interview. Selection decision documentation will be maintained and provided to the Union upon request, and the right to grieve as per Article 14.8 will be retained.
- c) If Vancity intends to extend the short-term position beyond 90 days, the position will be posted as per Article 14 of the collective agreement. Notwithstanding, a contract vacancy may be extended by 90 days or more with mutual agreement between the Union and Employer.
- d) Unionized employees who move to another location will continue to accrue seniority in their permanent position.
- e) When a Unionized employee is on a contract assignment during their permanent position's shift bid or vacation scheduling, they will be entitled to take part in that shift bid or vacation scheduling for their permanent position. Such selection will not coincide with the time of the contract assignment. Any

effect to shift bid or vacation scheduling outcomes will take place upon the completion of the short-term assignment and the employee's return to their permanent position.

f) When a unionized employee takes a short-term work assignment in or outside of the bargaining unit, they will be paid in accordance with Article 22 - Salary Policy.

g) As the BCGEU's certification for Vancity includes all employees on the premises of all unionized branches, CAPS, and MSC/Visa centre, except those specifically excluded, previously non-union employees temporarily assigned to unionized locations will become members of the BCGEU for the term of their assignment. They will be covered by all articles of the collective agreement for their term, and will be required to sign union cards and pay union dues.

h) This memorandum will expire on December 31, 2023 unless renewed by the parties.