

COLLECTIVE AGREEMENT

between the

UNION BAY CREDIT UNION

and the

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

Effective from February 1, 2018 to January 31, 2021

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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 the Employer and the employees and to clearly define the hours of work, rates of pay and conditions of employment, and to provide an amicable method of settling grievances which may arise from time to time; and to promote the mutual interest of the Employer and its employees.

(b) The parties hereto recognize that they are jointly engaged in providing a valuable service to the membership and that there is an obligation on each party for the continuous and efficient performance of such service within the terms and conditions of this agreement and for its duration.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provisions 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 Conflict with Regulations

In the event that there is a conflict between the contents of this agreement and any regulation made by the Employer or on behalf of the Employer, this agreement shall take precedence over the said regulation.

1.4 Human Rights

The Employer agrees that under this collective agreement there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, gender identity or expression, sex, or marital status, family relationship, place of residence, physical handicap, nor by reason of membership or activity in the Union except where such discrimination is based upon a bona fide occupational requirement.

1.5 Personal Harassment, Sexual Harassment and Bullying in the Workplace

(a) The Union, the Employer and all employees recognize the right of employees to work in an environment free from personal harassment, sexual harassment and bullying. Complaints will be thoroughly investigated by the employer representative and a union staff representative. Alleged failure by the Employer to deal with these complaints may be the subject of a grievance pursuant to this agreement.

(b) Sexual harassment is defined as deliberate and/or repeated unsolicited verbal comments or physical contact of a sexual nature that are unwelcome to the recipient. Various behaviours that can be interpreted as sexual harassment include: sexually suggestive gestures, sexist jokes that embarrass, repeated offensive flirtations, advances or propositions, leering, the display of sexually offensive material, derogatory or degrading remarks directed toward members of one sex or one sexual preference group.

(c) Harassment is defined as harassment of an individual or individuals on any of the prohibited grounds of discrimination under the *Human Rights Code* of British Columbia or for sexual orientation, deliberate gestures, yelling, intimidation, threats, comments, questions, representations, or other behaviours that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work related purpose.

(d) Bullying is defined as behaviour taking the form of repeated hostile conduct, aggressive actions or gestures that affects an employee's dignity and that results in a harmful work environment; or a single incident of such behaviour that has a lasting harmful effect on an employee may also constitute bullying.

(e) Where an employee feels she/he has been subject to harassment or bullying from an excluded person from the bargaining unit, she/he may file a complaint directly with the CEO. If the complaint is regarding harassment by the CEO, she/he may file a complaint directly with the Chair of the Board. The complainant will have the right to union representation throughout this process.

(f) Where the complaint is regarding a co-worker or a member, she/he may file a complaint with her/his immediate supervisor. The complainant will have the right to union representation throughout this process.

(g) If the complainant is not satisfied with the proposed remedy, she/he may file a grievance under Article 8.

(h) Nothing in this article prohibits an employee from filing a complaint in accordance with the *Human Rights Code* or through the Worker's Compensation Board.

1.6 Employment Standards Act

All provisions of the *Employment Standards Act* shall apply to this collective agreement.

1.7 Probationary Period Defined for Full and Part-Time Employees

Probationary period for all full-time and part-time employees shall be eight hundred thirty-two (832) hours worked or seven (7) months, whichever comes first.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agency for all employees to whom the certification, issued by the appropriate legislative authority, applies.

2.2 Bargaining Unit Defined

(a) The bargaining unit shall comprise all employees included in the certificate issued by the Labour Relations Board.

(b) The Employer agrees to furnish the shop steward with a copy of all vacancies to be filled.

(c) The Employer agrees that all bargaining unit positions in new branches or offices shall be filled in accordance with Article 12, Job Postings, and, further, that the terms and conditions of this agreement will apply to any new branch or office for a period of ninety (90) days.

2.3 Excluded Positions

The parties agree that the following positions are excluded from the bargaining unit - Chief Executive Officer (CEO), Chief Operating Officer (COO), Chief Financial Officer (CFO), Managers, Executive Assistants, and Internal Auditors and Controllers.

2.4 No Other Agreement

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representative, which may conflict with the terms of this agreement.

2.5 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select two (2) stewards to represent employees.
- (b) It is agreed that each party to this collective agreement shall keep the other party informed of its representatives.
- (c) Stewards may, within reason, investigate and process grievances during regular working hours without loss of pay. Stewards will obtain permission from the Employer's designated representative before leaving their immediate work area. Such permission will not be unreasonably withheld. It shall be considered reasonable for a steward to leave his or her work area to travel to another branch in pursuit of these duties.

2.7 Bulletin Boards

Bulletin boards will be made available to the Union on the Employer's premises for the purpose of posting notices pertaining to general union activities. Notices have to receive approval of the steward and will not be of a derogatory nature to the Employer. The bulletin board will be located in a place out of public view.

2.8 Union Insignia and Union Shop Card

A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one (1) union shop card for each of the Employer's places of operation covered by this agreement to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

2.9 Right to Refuse to Cross Picket Lines

It shall not be a violation of this agreement nor cause for discharge of any employee, in the performance of his/her duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

2.10 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) to employees called by the Union to appear as witnesses before an arbitration board or other labour relations hearings;
- (5) to perform the duties of a full-time Union Officer;
- (6) to perform the duties of an affiliate of the BCGEU;
- (7) to perform the duties of a Union Staff Representative.

(b) *With Pay* – Leave of absence with basic pay and without loss of seniority will be granted to two (2) employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer.

To facilitate the administration of this article when leave without pay is granted, the leave shall be given the basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this article. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

ARTICLE 3 - UNION SECURITY

3.1 Union Shop

All employees hired shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of thirty (30) days as an employee.

3.2 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 classifications covered by this agreement.

ARTICLE 4 - CHECK-OFF OF UNION DUES

4.1

The Employer shall, as a condition of employment, deduct from the earnings of each employee in the bargaining unit the amount of the regular monthly dues payable to the Union by a member of the Union.

4.2

The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the union Constitution and/or Bylaws and owing by the employee to the Union.

4.3

Deductions shall be made from each pay and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

(a) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deductions and the Employer shall also provide a list of names of those employees for whose earnings such deductions have been made together with:

- (1) the amounts deducted from each employee;
- (2) the employee's Social Insurance Number;
- (3) current home address and home phone number;

- (4) classification and rate of pay;
- (5) number of hours worked during the period covered.

4.4

Before the Employer is obliged to deduct any amount under (a) of this article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

4.5

From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

4.6

The Employer shall supply each employee, without charge, a receipt for income tax purposes in 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 1st of the succeeding year.

4.7

An employee shall, as a condition of continued employment, complete an authorization form, found at Appendix B providing for the deduction from an employee's earnings the amount of the regular monthly dues payable to the Union by a member of the Union.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the names and locations of his/her stewards. The employee's immediate supervisor will introduce him/her to his/her stewards who will provide the employee with a copy of the collective agreement. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's obligations to the Employer and the Union. This article is subject to the right of the employees to grieve the provisions of the agreement under Articles 8 and 9.

ARTICLE 6 - MANAGEMENT RIGHTS

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

(c) Nothing herein contained shall limit the statutory powers and duties of the Directors of the Employer under *the Business Corporation Act, Division 2, Subsection 136(1)(2)*, which provides:

(1) The Directors of a company must, subject to this Act, the regulations and the articles, manage or supervise the management of the affairs and business of the company.

(2) Without limiting Section 146, a limitation or restriction on the powers or functions of the Directors is not effective against a person who does not have knowledge of the limitation or restriction.

(d) Actual direction of the office staff will be under the authority delegated by the Board of Directors to the Chief Executive Officer (CEO) who, in turn, may delegate any portion of these duties and authority to others in a supervisory capacity.

(e) 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 7 - EMPLOYER-UNION RELATIONS

7.1 Union and Employer Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.2 Union Bargaining Committees

The Union Bargaining Committee shall consist of two (2) representatives of the bargaining unit together with the President of the Union or his/her designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

7.3 Joint Standing Committee

(a) Each party to this agreement shall appoint an equal number of members to a joint standing committee.

(b) The Union's appointees shall be composed of not more than three (3) members one of whom may be the President of the Union or his/her designate.

(c) The Employer's Committee shall be composed of not more than three (3) management personnel.

(d) 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.

(e) The purpose of the Standing Committees shall be to meet together at the request of either committee to discuss matters related to the administration of the collective agreement and to attempt to resolve any problems that may arise or can be foreseen. The minutes of the previous meeting of the Joint Standing Committee will be approved by the Committee at the next scheduled meeting.

(f) The Standing Committee shall not make any decisions to alter or amend the collective agreement. Chairperson of the Joint Standing Committee is responsible to complete the Committee minutes and

distribute with a copy to the bulletin board and shop stewards. Shop stewards will forward minutes to the Union.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

- (a) The Employer 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 agreement, or arbitral awards, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.

8.2 Step 1

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or union staff representative.

8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure in the manner prescribed in Article 8.4 must do so no later than thirty (30) days after the date:

- (a) on which he/she was notified orally or in writing of the action or circumstances giving rise to the grievance; or
- (b) on which he/she first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

- (a) Subject to the time limits in Article 8.3, 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 the designated local supervisor through the union steward.
- (b) The local supervisor shall:
 - (1) sign and date the grievance as received at Step 2; and
 - (2) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2.

8.5 Time Limit to Reply at Step 2

- (a) Within ten (10) working days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the union area staff representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within ten (10) working days of receiving the grievance at Step 2.
- (c) The reply at this step shall include a separate report of the Step 2 meeting and results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.
- (d) The President of the Union, his/her designate, or the Employer, his/her designate may present a grievance at Step 2.

8.6 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 2, and pursuant to Article 9, the President or his/her designate may inform the Employer of his/her intention to submit the dispute to arbitration within:

- (a) ten (10) days after the Employer's decision has been received; or
- (b) ten (10) days after the Employer's decision was due, whichever occurs first.

8.7 Dismissal or Suspension Grievance

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within twenty-one (21) days of the date on which the dismissal occurred, or within twenty-one (21) 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 and an arbitration will take place within 6 months of the occurrence, notwithstanding any provisions of Article 8 and 9.
- (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 twenty-one (21) days of the date on which the suspension occurred, or within twenty-one (21) days of the employee receiving notice of suspension.

8.8 Deviation from Grievance Procedure

The Employer agrees that after a grievance has been initiated by the Union, the Employer'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.

In the event that, after having initiated a grievance through the grievance 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.

8.9 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.

8.10 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.

8.11 Investigator

(a) If the parties mutually agree, an investigator may be used in accordance with Section 103 of the *Labour Relations Act* and part (b) of this article.

(b) Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this agreement, including any question as to whether a matter is arbitrable during the terms of the collective agreement, or a substitute agreed to by the parties, shall at the request of either party:

- (1) investigate the difference;
- (2) define the issue in the difference, and
- (3) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

ARTICLE 9 - ARBITRATION

9.1 Notice of Intent to Arbitrate

Where a difference arising between the parties relating to the interpretation, application or administration of this agreement including any question as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure, notify the other party within twenty-one (21) days of the receipt or due date of the reply at the second step, of its desire to submit the difference or allegation to arbitration.

9.2 Single Arbitrator

When a party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to a single arbitrator within ninety (90) days. If the parties can't agree on the appointment of a single arbitrator then either party can apply to have an arbitrator appointed pursuant to the *Labour Relations Code*.

9.3 Single Arbitrator Procedure

The Arbitrator may determine his/her own procedure in accordance with the *Industrial Relations Act of BC* and shall give full opportunity to all parties to present evidence and make representations. He/she shall hear and determine the difference or allegation and shall render a decision within thirty (30) days of the conclusion of the hearing.

9.4 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 he/she deems 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.

9.5 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 he/she make every effort to do within seven (7) days of receipt of such application.

9.6 Expenses of Arbitrator

Each party shall pay one-half (½) of the fees and expenses of the Arbitrator.

9.7 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.

9.8 Expedited Arbitration

(a) The parties shall meet every four (4) months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

(b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of 20 workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of this agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a party intends to raise a preliminary objection; and
- (8) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

(c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve group of grievances.

(d) The Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriated to convey a decision.

(e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(g) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.1 and 9.2.

(h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

ARTICLE 10 - DISCIPLINE, DISCHARGE, SUSPENSION**10.1 Burden of Proof and Notice**

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

- (a) It is hereby agreed that the Employer has the right to discharge or suspend an employee for just cause, and notice or pay in lieu of notice may be given in the event of such discharge at the Employer's discretion. Notice of suspension and/or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal.
- (b) All dismissals and suspensions will be subject to the formal grievance procedure under Article 8. A copy of the written notice of dismissal or suspension shall be forwarded to the local union office within five (5) calendar days of the action being taken.
- (c) The discharge of a probationary employee shall be based on suitability.

10.2 Discipline Grievance

All dismissals, suspensions and discipline will be subject to formal grievance procedure under Article 8. A copy of the written notice of dismissal, suspension or discipline shall be forwarded to the President of the Union or his/her designate within five (5) days of the action being taken.

10.3 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing. Upon the employee's request any such document shall be removed from the employee's personnel file after the expiration of eighteen (18) months from the date it was issued provided there has not been any further infraction.

10.4 Right to Have Steward Present

An employee shall have the right to have his/her steward present at any discussion 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, or impose discipline, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward. This article shall not apply to those decisions that are of an operational nature and do not involve disciplinary action.

10.5 Right of Steward to Have Staff Representative Present

A steward shall have the right to consult with a staff representative of the Union and to have a representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward.

ARTICLE 11 - SENIORITY**11.1 Seniority Entitlement Defined**

- (a) For the purpose of this agreement, seniority shall be based on an employee's continuous length of service. Such seniority will be calculated from the start date of employment with the Employer.
- (b) For purposes of annual vacation entitlement, seniority will be based on the total number of years of service with the Employer.

11.2 Eligibility for Seniority Entitlement

- (a) Employees shall earn but not be credited with seniority during the initial probationary period as defined in Article 1.7. Upon successful completion of initial probation, an employee will be credited with seniority from the initial date of hire. Except as otherwise specified during initial probation, all other terms and conditions of this agreement apply.
- (b) The initial probationary period may only be extended with the agreement of the Union.

11.3 Seniority Lists

- (a) On January 1st of every year, seniority lists shall be posted. The seniority list shall contain the following information:
 - (1) employee's name;
 - (2) date of seniority (date of hire);
 - (3) hours worked.
- (b) The seniority list shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this agreement.
- (c) Every six months the Employer shall provide to the Union a second seniority list with the employees' name, date of hire, hours of seniority and current wage rate. This list shall be kept confidential.
- (d) A Casual Employee Seniority Report will be issued quarterly.

11.4 Accrual of Seniority

Seniority will be accrued based on hours worked which shall include:

- (a) time lost as a result of occupational illness or injury;
- (b) non-occupational illness or injury;
- (c) leaves of absence up to a period of four (4) months;
- (d) maternity leave in accordance with Article 19;
- (e) union business.

11.5 Seniority Retained But Not Accrued

Seniority will be retained but not accrued during any period of absence not directly paid for by the Employer except as noted elsewhere in this agreement.

11.6 Seniority Lost

Seniority will be lost when an employee:

- (a) receives severance pay in accordance with this agreement;

- (b) voluntarily terminates his/her employment;
- (c) is discharged for just and reasonable cause;
- (d) is on layoff more than twelve (12) consecutive months;
- (e) he/she does not return to work on the date specified following an approved leave of absence other than medical.

11.7 Regular Part-Time Employees

Seniority for employees in this category shall be as follows:

- (a) they shall accrue seniority by hours worked;
- (b) regular part-time employees will be offered any available additional hours of work within their classification, according to their seniority;
- (c) for the purposes of layoff, regular part-time employees will be laid-off in reverse order of seniority.

11.8 Casual Seniority Entitlement

Casual employees shall accrue seniority for each hour worked and shall include the following:

- (a) time lost as a result of occupational illness and injury;
- (b) non-occupational illness and injury;
- (c) leaves of absence with pay; and
- (d) maternity and parental leave.

11.9 Casual Seniority Lost

Seniority will be lost when a casual employee:

- (a) voluntarily terminates;
- (b) is discharged for just and reasonable cause;
- (c) pursuant to the provisions contained in Article 24.6(b)

ARTICLE 12 - JOB POSTING

12.1 Job Postings

- (a) Notice of all job vacancies for the Union Bay Credit Union shall be posted on a bulletin board on the Employer's premises for at least five (5) working days. All temporary vacancies sixty (60) calendar days or more due to maternity leave, approved leaves of absence, illness, shall be posted as temporary vacancies. The notice shall indicate job title, salary and a brief outline of the duties involved.
- (b) An employee may bid on vacant positions which may involve a promotion, lateral transfer or lower classification.
- (c) A copy of all job postings shall be submitted to shop steward.

12.2 Filing of Job Vacancies

- (a) It shall be the intent of the Employer to fill job vacancies from within the bargaining unit providing employees who apply for positions have the required qualifications.
- (b) All bids on posted job vacancies shall be in writing or on a form provided by the Employer.

12.3 Seniority Applied to Job Vacancies

Selections for job vacancies shall be made by choosing the most senior, qualified applicant for the job.

12.4 Positions Temporarily Vacant

The Employer agrees that, except in the case of emergency, an employee's workload will not be increased as a result of positions being temporarily vacant due to illness, vacation, leave of absence, or any other reason.

12.5 Return to Position

- (a) Regular employees who have passed their probationary period and gain a new position through the posting procedure will not be required to serve a subsequent probationary period. If the employee has not completed their probation period, she/he shall complete the balance of their probation period in the new position
- (b) Upon appointment to a regular position, as per Article 12.5 (a), regular employees shall be subject to a suitability period of four hundred and sixteen (416) hours worked. During the suitability period the Employer may determine that the employee is not suitable for the position, or an employee may decide that they do not wish to continue in the appointment and elect to return to her former position. In either instance the employee shall be returned to her/his former position without loss of seniority.
- (c) The probationary period and suitability period shall be served concurrently.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Notice of Layoff

Employees shall be given two (2) weeks' notice of layoff or two (2) weeks' salary in lieu of notice.

13.2 Pre-Layoff Canvass

So as to minimize the disruption on the bargaining unit and the Credit Union and prior to laying off any employee, the parties agree to provide the following options to affected employees:

- (a) An employee affected by layoff shall choose:
 - (1) to fill a vacancy, at the same or lower job group, within the unionized branches, for which he/she is qualified; or
 - (2) to displace a junior employee within the unionized branches providing he/she is qualified to perform the job functions; or
 - (3) to be placed on the recall list; or
 - (4) to claim severance pay pursuant to Article 13.8.
- (b) The employee may request the assistance of a steward at any time during this procedure.
- (c) The employee must convey his/her intent to Management within five (5) working days.
- (d) The employee to be displaced will have the least overall Credit Union seniority.

13.3 Recall Upon Layoff

Laid off employees who have completed probation, shall be placed on a recall list for a period of twelve (12) months.

13.4 Contact Point

- (a) An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number and address for purposes of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting his/her recall rights. Employees being recalled for work will be called between the hours of 8:00 a.m. and 9:30 a.m.
- (b) Regular employees shall be offered recall in order of seniority.

13.5 Recall

- (a) Notice of recall to an employee on the recall list shall be sent by Registered Mail to the employee's last known address. An employee on the recall list may be bypassed when the employee fails to respond to the notice within three (3) calendar days of receiving it. A copy of the recall notice shall be given to the union steward.
- (b) An employee bypassed under the foregoing conditions shall be kept on the recall list for his/her remaining recall period.

13.6 Resignation

Employees will give the Employer as much notice of resignation as possible and will, where possible, arrange for the effective date to coincide with the end of a pay period. The notice will normally be at least two (2) weeks.

13.7 Severance Pay

An employee with one (1) year or more service who is laid off resulting from a decrease in the amount of work to be done shall receive severance pay immediately upon termination in addition to two (2) weeks' notice or pay in lieu of such notice.

The amount of severance pay shall be two (2) weeks at the employee's current regular salary for each year of service to a maximum of twenty (20) weeks.

ARTICLE 14 - HOURS OF WORK

14.1

- (a) The standard day shift shall consist of up to eight (8) hours per day inclusive of the unpaid meal period between the hours of 8:00 a.m. and 8:00 p.m. The standard workweek shall consist of thirty-five (35) hours.
- (b) It is agreed that the determination of the starting time of daily and weekly work schedules shall be made by the Employer, and such schedules may be changed by the Employer from time to time to suit varying conditions of business. In the event of any changes in starting and quitting times of shifts, the Employer agrees to give at least fifteen (15) days' notice of any change.
- (c) *Monday Opening*—In the event it becomes necessary to open the Credit Union for business on Mondays, the Employer agrees that prior to commencing Monday opening, a schedule of days off will be discussed with the Standing Committee. It will not be the intent of the Employer to work employees six (6) consecutive days. The Employer agrees with the principle of two (2) consecutive days off, wherever this is possible.

14.2 Meal Period

- (a) A one (1) hour unpaid lunch period will be provided and taken within the three (3) hours in the middle of the regular working day. Precise time to be arranged between the Employer and the employee.
- (b) Hornby Branch employees will take a one-half (½) hour unpaid meal break, the time to be mutually agreed upon between the Employer and employees, to suit the relevant working hours.
- (c) Meal periods will only be provided for scheduled shifts in excess of five (5) hours.

14.3 Rest Period

Two (2) relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be provided without loss of pay. Part-time employees will be entitled to the following:

- (a) two (2) to five (5) hours worked - one (1) fifteen (15) minute rest period;
- (b) in excess of five (5) hours worked - two (2) fifteen (15) minute rest periods.

14.4 Christmas Eve & New Year's Eve Closure

In the event Christmas Eve and New Year's Eve fall on a regular working day, all branches will close at 3:00 p.m. with the exception of Saturday in which case normal working hours for Saturday will prevail.

ARTICLE 15 - OVERTIME

15.1 Definitions

- (a) "*Overtime*" - means work performed by an employee in excess or outside of his/her regularly scheduled hours of work.
- (b) "*Straight-time rate*" - means the hourly rate of remuneration.
- (c) "*Time and one-half*" - means one and one-half (1½) time the straight-time rate.
- (d) "*Double-time*" - means twice the straight-time rate.

15.2 Overtime Premiums

- (a) Time worked in excess of the standard day shift shall be paid for at time and one-half (1½x) the employee's straight-time hourly rate for the first two (2) hours and two (2) times the straight-time hourly rate thereafter.
- (b) Time worked by an employee on the employee's scheduled day off shall be paid for at time and one-half (1½x) the employee's straight-time hourly rate for the first two (2) hours and two (2) times the straight-time hourly rate thereafter.
- (c) Time worked on a Sunday shall be paid for at two (2) times the employee's straight-time hourly rate.
- (d) Time worked on a holiday provided in Article 16 shall be paid for at two (2) times the employee's straight-time hourly rate plus one (1) day's regular pay or a day off in lieu of such pay. If the employee selects a day off in lieu, the day shall be mutually agreed upon by the employee and the Employer. Time worked on a holiday that is one (1) hour or less in duration, shall be paid in accordance with Article 15.3 - Callout.

15.3 Callout

An employee called back to work after having completed a regular days work, or from a regular day off, or from vacation or holiday pursuant to Article 15.2(d), shall be paid at the applicable overtime premium specified in this article for a minimum of three (3) hours or for time worked, whichever is greater. Travel time to and from the employee's residence will be considered time worked.

Overtime work must be authorized by the General Manager or the employee's Department Supervisor or designate.

Note: This is understood to mean excluded staff or as otherwise delegated.

The most senior employee in each department shall have first choice for overtime work and 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.

15.4 Overtime Meal Allowance

An employee who works overtime beyond a regular shift shall be allowed a suitable hot meal and one (1) hour paid meal period in which to eat the meal at his/her straight-time hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed.

15.5 Overtime Payment

Employees who work overtime may elect to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. 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 16 - STATUTORY HOLIDAYS

16.1

- (a) Statutory holidays shall be defined as seven (7) hours.
- (b) The Employer agrees to provide all regular employees with the following statutory holidays without loss of pay:

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

and any other day that may be stated a legal holiday by the provincial, civic and/or federal government. Should one (1) of the above holidays fall on an employee's normal day(s) off, the employee shall receive an additional day or days off with pay, to be taken adjacent to the employee's normal day(s) off, or at a time mutually agreed between the employee and the Employer.

- (c) The day off in lieu of a holiday which falls on an employee's normal day off must be taken within ninety (90) calendar days following the date the holiday occurred. Seniority will govern when more than the allowable number of employees request the same day off work, giving due consideration to the requirements of efficient operation of the Credit Union.

16.2 Statutory Holiday While on Vacation

In the event any of the holidays in Article 16.1 occur during the period of an employee's vacation, an additional full days' vacation with pay shall be allowed for each holiday so occurring.

16.3 Eligibility for Holiday Pay

To qualify for compensation under Article 16.1 and 16.5, the employee, prior to the actual holiday, must:

- (a) have completed thirty (30) calendar days service with the Employer;
- (b) have worked the last scheduled working day before and the first scheduled working day following the holiday unless the absence is excused by the Employer;
- (c) be on the active payroll and not on leave of absence, disability leave, or any other leave, suspension of employment, or layoff the day on which the holiday is observed;
- (d) not have agreed to work on the holiday or without satisfactory cause have failed to report for and perform the work; and
- (e) have worked at least fifteen (15) of the preceding thirty (30) calendar days.

16.4 Premium for Work on Statutory Holiday

Employees who are required to work on a day on which they are entitled to a holiday with pay, in accordance with Article 16.3 above, shall be paid for at two (2) times the employee's straight-time hourly rate plus one (1) day's regular pay or a day off in lieu of such pay. If an employee selects a day off in lieu, the day shall be mutually agreed upon by the employee and the Employer.

16.5 Statutory Holiday Falling on a Regular Day Credit Union is Closed

When a statutory holiday falls on a Monday, being a regular day when the Credit Union is closed, the staff shall not be required to work on the preceding Saturday in lieu of the statutory holiday which falls on that Monday.

16.6 Rate of pay for Statutory Holidays

The hourly rate of pay for statutory holidays shall be based on the average wage received in the thirty (30) days preceding the statutory holiday.

ARTICLE 17 - ANNUAL VACATION

17.1 Annual Vacation Entitlement

- (a) All employees shall be entitled to a vacation during the year in which it is earned in accordance with the schedule set out following.
- (b) For the purpose of this article, a vacation year shall be the calendar year commencing January 1st and ending December 31st.
- (c) The first vacation year is the calendar year in which the employee's first anniversary falls.

17.2 Vacation Earnings for Partial Years

- (a) (1) During the first partial year of service a new employee will earn vacation at the rate of one (1) day for each month for which he/she earns (10) days' pay to a maximum of ten (10) days' pay.

(2) Subject to Article 17.11, any unused vacation earned during the first partial year will be paid to the employee on the final payday of that year.

(b) During the first and subsequent vacation years an employee will earn one-twelfth (1/12) of the annual entitlement for each month in which the employee has received at least ten (10) days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination, whichever occurs first.

17.3

Employees during their first vacation year of service shall receive two (2) weeks paid vacation. Pay for such vacation shall be at the employee's current salary or four percent (4%) of gross earnings for the period in which vacation was earned, whichever is greater.

17.4

Employees during their second through fifth vacation year of service shall receive three (3) weeks paid vacation. Pay for such vacation shall be at the employee's current salary or six percent (6%) of gross earnings for the period in which vacation was earned, whichever is greater.

17.5

Employees during their sixth through ninth vacation year shall receive four (4) weeks paid vacation. Pay for such vacation shall be at the employee's current salary or eight percent (8%) of gross earnings for the period in which vacation was earned, whichever is greater.

17.6

Employees during their tenth through thirteenth vacation year of service shall receive five (5) weeks paid vacation. Pay for such vacation shall be at the employee's current salary or ten percent (10%) of gross earnings for the period in which vacation was earned, whichever is greater.

17.7

Employees during their fourteenth vacation year of service and thereafter shall receive six (6) weeks paid vacation. Pay for such vacation shall be at the employee's current salary or twelve percent (12%) of gross earnings for the period in which vacation was earned, whichever is greater.

17.8 Supplemental Leave

After completing twenty (20) and twenty-five (25) years of service with the Employer an employee shall, in addition to the regular vacation to which the employee is entitled, become eligible to receive a supplementary vacation with pay of one (1) week at the employees current salary or two percent (2%) of gross whichever is greater, for one-time during each of these five (5) year intervals.

17.9 Vacation for Regular Part-Time

(a) Regular part-time employees' vacation entitlement will be calculated on the same percentage basis as for a full-time employee with the same calendar years' service in accordance with Article 17.1 to 17.7 of this article.

(b) Where a regular part-time employee becomes a full-time employee, vacation entitlement shall be based on their start date.

17.10 Vacation on Termination

Should an employee become terminated, he/she shall reimburse the Employer for any overpayment he/she may have received for holidays provided by this article.

17.11 Vacation Credit on Change of Status

Employees changing from regular part-time to full-time or vice versa, full-time employees on extended leave (over thirty [30] calendar days) without pay and employees who terminate prior to vacation being taken shall have their vacation pay prorated in accordance with the percentages provided in Article 17.1 to 17.6 of this article.

17.12 Vacation Scheduling

Senior employees shall be given preference in the selection of vacation periods on a branch-by-branch basis. Employees who wish to take their vacation in two (2) or more periods instead of one (1) unbroken period may do so subject to the following:

- (a) Employees are encouraged to schedule periods that are a minimum of one (1) full week or multiples of a full week, but there is no restriction on taking vacation in incremental amounts;
- (b) Relief coverage for vacations shall be scheduled in one (1) full week periods if possible;
- (c) Employees shall select their vacation periods in order of seniority as defined in this agreement. However, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacations in two (2) or more periods shall select the second (2nd) period in order of seniority;
- (d) The Employer will post a vacation schedule by January 1st of each year, and the employees shall select their vacation periods by March 31st. All vacations so selected by this time shall be confirmed by April 15th. This clause shall not be so construed to imply that vacation not selected by March 31st is to be disallowed.

17.13 Vacation Carryover

Employees with two (2) weeks or more working days' vacation shall be permitted to bank one (1) week of the excess and take them in the following year. Employees with two (2) weeks' vacation or more, making use of this provision may do so except when it interferes with the scheduling of other employees' regular vacation.

17.14 Displaced Vacation

If an employee, who qualifies for sick leave, is on a scheduled vacation and becomes seriously ill or injured as defined by 20.2(d), then the period of vacation so displaced shall be rescheduled to a date mutually agreed to by the employee and the Employer.

17.15 Vacation Credits upon Death

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's estate.

ARTICLE 18 - SPECIAL AND OTHER LEAVE**18.1 Bereavement Leave**

- (a) In the case of a death in the immediate family of a full-time or regular part-time employee, the employee shall be granted a Bereavement Leave with pay for four (4) days. In the case of a regular part-time employee, pay shall only be granted for day(s) falling within the four (4) days of leave of absence the employee would otherwise have worked. Employees shall be granted up to two (2) additional days leave with pay to attend the funeral. Immediate family is defined as the employee's spouse, including same sex partner or a common-law spouse, mother, father, child, foster child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepparents, grandparents, grandchildren, stepsiblings, stepgrandparent, stepchildren and step grandchildren. Leave of absence will not be charged against paid sick leave or annual vacation.
- (b) Common-law spouse means a person who has been publicly represented as the spouse of an employee and who has cohabited with the employee for a period of not less than one (1) year.
- (c) In the event of the death of the employee's niece, nephew, aunt or uncle, the employee shall be entitled to special leave without pay for one (1) unpaid day for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be entitled to paid bereavement leave and be credited the appropriate number of days to vacation leave credits.

18.2 Jury Duty

Full-time regular employees and regular part-time employees summoned to jury duty shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty and actual work on the job in the office in one (1) day shall not exceed normal working hours for purposes of establishing the basic workday. Any time worked in the office in excess of the combined total of seven (7) hours shall be considered overtime and paid as such.

18.3 Special Leave without Pay

- (a) Upon written application, with two (2) days' notice, and when the requirements of the Employer's service will permit, an employee may be granted a leave of absence, without pay, for a minimum of one working day.
- (b) Such leaves may be extended for an additional period of up to ninety (90) days when approved by the Employer. Seniority will accrue during such extension.
- (c) Leave of absence will only be considered provided that all vacation entitlement and accrued days in lieu of statutory holidays have been taken.
- (d) In accordance with the *Employment Standards Act*, the services of an employee, who is absent from work in accordance with Articles 18.1, 18.2, and 18.3, shall be considered continuous for the purposes of vacation entitlement, medical, extended health, dental, group life, weekly indemnity and long-term disability benefit plans, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent.

18.4 Illness in Family Leave

In 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 (3) days leave with pay to visit the place of residence of the immediate family member. Immediate family shall be as set out in Article 18.1 of this Article 18.

18.5 Leave for Medical and Dental Care

Where a full-time regular employee is required to attend a doctor or dentist appointment during working hours, attendance at such appointments shall be without loss of pay. All employees shall make all reasonable efforts to schedule such appointments outside of working hours.

Where the absence for the appointment is known to be longer than two (2) hours, employees shall give as much notice as possible to the Employer but not less than five (5) days of the appointment date.

18.6 Failure to Return From Leave

An employee shall be deemed to have terminate his/her employment where he/she fails to return from an authorized leave of absence without notice or reasonable cause.

18.7 Robbery or Holdup Leave

In the event of a robbery or holdup, the Employer shall provide, at no cost to the employee, access to professional counselling to employees suffering from post-traumatic stress, per incident, as per the Extended Health Benefits.

18.8 Time Off

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

18.9 Employer's Need for Staffing

Refusal of Special and Other Leaves requests will not be unreasonably withheld. The Employer 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.

18.10 Additional Time Off

Additional time off, if required, may be requested as per Article 18.3.

18.11 Elections

Each employee shall be entitled to four (4) clear hours to vote in a federal or three (3) clear hours in a provincial election without loss of pay.

18.12 Donor Leave

An employee may be granted the necessary leave of absence without pay, for up to twelve (12) months, for the purpose of donating bone marrow or an organ. The Employer may request supporting medical documentation.

18.13 Compassionate Terminal Care Leave

An employee who is entitled to compassionate care benefits from Employment Insurance is entitled to up to eight (8) weeks compassionate care leave, without pay from the Employer, to provide care or support

to a gravely ill family member at risk of dying within twenty-six (26) weeks. There will be no interruption in seniority or benefits provided under this agreement.

ARTICLE 19 - MATERNITY, PARENTAL AND ADOPTION LEAVE

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this article. Every employee who intends to take a leave of absence under this article will give at least four (4) weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and will inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective date of approved leave will give four (4) weeks' notice of such change unless there is a valid reason why such notice cannot be given.

19.1 Maternity Leave

- (a) The employee will be granted leave for a period not longer than seventeen (17) consecutive weeks.
- (b) The period of maternity leave will commence not earlier than thirteen (13) weeks before the expected date of delivery and end no later than seventeen (17) weeks after the leave begins.
- (c) A request for shorter period under Article 21.1(b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer will, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that she is able to perform her duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (f) Maternity leave may be extended for up to an additional six (6) months for health reasons where a qualified medical practitioner's certificate is presented.

19.2 Parental Leave

- (a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees will be granted parental leave as follows:
 - (1) in the case of the birth mother, up to sixty-one (61) consecutive weeks commencing immediately following the end of the maternity leave under Article 19 - Maternity, Parental and Adoption Leave,
 - (2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, up to sixty-two (62) consecutive weeks commencing within the seventy-eight (78) week period following the birth of the child,

(3) in the case of an adopting parent, up to sixty-two (62) consecutive weeks commencing within the seventy-eight (78) week period following the date the adopted child comes into the actual care and custody of the parent or within the two (2) week period preceding the date the adopted child comes into the actual care and custody of the parent.

(c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

19.3 Leave without Pay

All leave taken under Article 19 - Maternity, Parental and Adoption Leave is leave without pay.

19.4 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 19.1 - Maternity Leave and 19.2 - Parental Leave in respect of the birth or adoption of any one (1) child will not exceed seventy-eight (78) weeks, except as provided under Article 19.1(f) - Maternity Leave and/or 19.2(c) - Parental Leave.

19.5 Return from Leave

(a) On return from leave, an employee will be placed in her former classification.

(b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Article 19.1 - Maternity Leave or 19.2 - Parental Leave.

19.6 Benefit Plan

If an employee maintains coverage for benefit plans while on maternity or parental leave, the Employer agrees to pay the Employer's share of these premiums.

Prior to proceeding on the maternity or parental leave, a written agreement will be signed to stipulate that if the employee does not return to work after such leave, the employee will reimburse the Employer for the benefits paid while on such leave.

19.7 Seniority Rights on Return to Work

(a) An employee who returns to work after the expiration of the maternity and/or parental leave will retain the seniority she had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.

(b) The employee will notify the Employer within one (1) month prior to the expiration of the leave of her intent to return to her position unless notice is provided pursuant to Article 19.9 - Extended Child Care Leave.

(c) The employee will be deemed to have resigned on the date upon which her leave commenced if notice is not given or she does not return to work.

19.8 Sick Leave Credits

(a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.

(b) Sick leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's statement to the Employer, where there is a confirmed case of German measles or any

other disease or condition in the place of employment, which could be harmful to pregnancy as determined by the qualified medical practitioner's statement or report. She may use this leave until all danger from such disease or condition no longer exists.

19.9 Extended Child Care Leave

Upon written notification, no later than four (4) weeks prior to the expiration of the aggregate leave taken pursuant to Articles 19.1 - Maternity Leave and 19.2 - Parental Leave, an employee will be granted a further unpaid leave of absence not to exceed one (1) year.

An employee wishing continued coverage under any applicable benefit plans will pay the total premium costs while on extended child care leave.

An employee on extended child care leave will provide the Employer with at least one (1) month's written notice of return from such leave.

Upon return from extended child care leave, an employee will be placed in her former classification.

ARTICLE 20 - BENEFIT PLANS AND SICK LEAVE

20.1

(a) All regular employees, who work sixty (60) hours per month or more, shall become entitled to coverage under the Employer's Benefits Program on the first (1st) day of the month following the six (6) month probationary period.

(b) Casual Employees who have completed the probationary period and become a regular employee through posting or conversion shall become entitled to coverage under Article 20 on the first (1st) day of the month following the change to regular status.

(c) *Benefits Program* - (Details of the benefit plans are contained in brochures provided by the Employer).

(1) *Medical Services Plan of British Columbia*

(2) *Extended Health Care*

(3) *Group Life* - Maximum coverage five hundred thousand dollars (\$500,000) (up to fifty-five [55] years of age - coverage is three [3] times annual salary; fifty-five to sixty-nine [55-69] years of age - two [2] times annual salary).

(4) *Dental Care (Option 3)* - seventy-five percent (75%) coverage by the Carrier for both parts of Plan A, and B, and fifty percent (50%) by the Carrier for Plan C, see brochures.

(5) *Weekly Indemnity* - The amount of benefit is equal to sixty-six and two-thirds percent (66⅔%) of the employee's regular salary. The benefit commences after the first two (2) weeks of disability.

(6) *Long-Term Disability* - The amount of the benefit is equal to sixty-six and two thirds percent (66⅔%) of the employee's regular salary and commences on the expiry of weekly indemnity benefits.

(7) *Vision Care* - eight hundred dollars (\$800) every three (3) years. The Employer will provide a current balance of the amounts available to employees for this benefit on their biweekly pay statements.

- (8) Each employee and their dependants shall have an additional five hundred dollars (\$500) in a three (3) year period, to apply towards vision care, hearing aids and/or any orthodontic or major dental services.
- (d) The premium costs for the above Plan shall be paid for as detailed below:
- Employer Portion eighty-eight percent (88%)*
Employee Portion twelve percent (12%)
- (e) *Registered Retirement Saving Plan (RRSP)* - The Employer agrees to maintain for the duration of this agreement the RRSP program as described in Letter of Agreement 1.

20.2 Sick Leave or Salary Remuneration

- (a) The Employer agrees that where illness or injury prevents attendance at work an employee who works sixty (60) or more hours per month will maintain their basic pay in accordance with the terms of the article.
- (b) In each instance of illness or injury, the Employer will continue to pay eligible employees up to ten (10) working days or until Weekly Indemnity Benefits are triggered, whichever occurs first. Further, where Weekly Indemnity Benefits are triggered, the Employer shall enhance the salary insurance benefits to eighty-five percent (85%) all source maximum:
- (1) for a period of eighty (80) workdays in the case of a full-time employee or until Weekly Indemnity Benefits cease or until Long-Term Disability Benefits are triggered, whichever occurs first;
- (2) for a period of forty (40) workdays in the case of eligible part-time employees or until Weekly Indemnity Benefits cease or until Long-Term Disability Benefits are triggered, whichever occurs first.
- (c) In the case of a sudden illness of a dependant child where the employee is the only person in the home capable of dealing with the emergency, sick leave may be used by the employee to care for the child. Proof of illness as provided for in Article 20.2(d) may be requested by the Employer.
- (d) The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:
- (1) a medical practitioner qualified to practise in the province of BC; or
- (2) the consulting physician to whom the employee is referred by the medical practitioner in (1) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
- (i) where it appears that a pattern of consistent or frequent absence from work is developing; or
- (ii) where the employee has been absent for three (3) consecutive days of work.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

ARTICLE 21 - SALARY POLICY**21.1 Salary Schedule**

Employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix A which is part of this agreement.

The steps in the salary ranges are the minimum amounts to be paid an employee in accordance with Article 21.5 of this article and shall not be construed to mean an employee may not be advanced to the next step in his/her salary range before having the required service.

21.2 Paydays

The pay periods for all employees shall be biweekly and shall be through direct deposit.

21.3 Job Descriptions

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

21.4 New Positions

When a new position is established or the duties of an existing position are significantly changed, the Employer shall set an interim salary and category for such position and notify the Union. The Union, at its discretion, may negotiate the salary and category, and if agreement cannot be reached, the matter may be referred to arbitration as provided in this agreement.

21.5 Promotion Increases

When a regular employee temporarily substitutes or is promoted to a higher position he/she shall receive the minimum of the new salary range or the closest step to eight percent (8%) above his/her current salary, whichever is greater but not higher than the current incumbent.

21.6 Salary Progression

- (a) Except as provided in paragraph (b) following, employees shall progress to each such succeeding step in the salary range for their job group in accordance with the service required to qualify for such step.
- (b) An employee placed on a step in the salary range at a point higher than they would qualify for length of service (on being hired, or promoted in accordance with Article 21.5 this article) shall move to the next step in their salary range upon completion of six (6) months service following such a placement, subject to Article 21.6(c).
- (c) Advancement from one (1) salary step to another may be withheld due to inadequate performance under the following circumstance:
 - (1) The employee has been counselled regarding inadequate performance following his/her last job service salary increase; and

(2) notice of intent to withhold the next service salary increase is given to the employee and the Union one (1) month prior to the date such increase is due.

(d) When employees restore their performance, they shall be advanced to the next step in their salary range on a non-retroactive basis.

21.7 Employee Assigned to Higher Job Classification

Any employee assigned to a higher job classification shall be paid at a higher rate, as determined by Article 21.5 of this article from the first full day of such assignment, except when the assignment is for training purposes. Where employees temporarily assume additional responsibilities without an actual change in classification, the Union and the Employer shall meet to decide if the added responsibilities are sufficient to change the job level and if so, shall set a new salary level.

21.8 Part-Time Employee Changing to Full-Time

A regular part-time employee who becomes a full-time shall be placed on the appropriate salary range at a step in length of service consistent with his/her length of accumulated service.

21.9 Salary Policy on Recalls & Demotions

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

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

(c) An employee who transfers to a position in a lower salary range for reasons ascribable to the employee, shall be paid a salary in accordance with Article 21.9(b).

21.10 Salary Protection

Employees who are placed in a position having a lower salary range than their former position shall retain their salary. If their salary is higher than the range for the position, they shall be red circled until such time as the difference between the maximum for the range and their salary is removed.

21.11 Location Differential

Employees who work at the Hornby location, shall receive an additional shift differential of three percent (3%) of their gross rate of pay for all hours worked.

ARTICLE 22 - GENERAL PROVISIONS

22.1 Employee Training

(a) Both parties recognize the need to provide employees with opportunities to improve their qualifications in order to prepare for promotional advancement, upgrade their skills required as a result of technological change, new methods or procedures, and to qualify for new positions being planned. To meet these needs the Employer shall:

(1) establish an upgrading and/or training program when new equipment or systems are introduced;

(2) provide at least one (1) bargaining unit member trained and qualified to perform all bargaining unit positions in excess of the incumbent(s);

- (3) training will be provided on the basis of seniority, with a rotation amongst the interested employees.
- (b) When an employee completes a job related course on his/her own time, as approved in advanced by the Employer, the Employer will reimburse one hundred percent (100%) of the cost of this course to the employee. This reimbursement will be made as follows:
 - (1) fifty percent (50%) upon registration;
 - (2) fifty percent (50%) upon successful completion of the course.
- (c) When the Employer requests an employee to attend a Credit Union related course or courses, the Employer shall pay the full cost of registration.
- (d) Time spent attending a course the Employer has requested an employee to take, shall be considered as time worked as follows:
 - (1) all hours actually spent in the course shall be considered as time worked and shall be paid at the employee's normal daily rate of pay;
 - (2) all such hours travelling to the course shall be considered as time worked and shall be paid at the employee's normal daily rate of pay.
- (e) Where an employee is requested by the Employer to travel out of town to attend a course, all travel, meals, and accommodations shall be reimbursed to the employee upon submission of receipts. Child care expenses in excess of what the employee would normally pay, for a regular shift, shall be reimbursed.
- (f) All travel time will be during regular working hours whenever possible.

22.2 Mileage Allowance

Employees who are required to use their own vehicles on Credit Union business shall receive fifty cents (50¢) per kilometre.

22.3 Employee Loans & Mortgages

- (a) *Conditions* - While employed, employee loans will be subject to standard loan terms and conditions in place for all credit union members and, in addition, the following terms and conditions apply. Except for favourable interest rate adjustments in some cases, existing loans are grandfathered and remain unchanged.
- (b) *Employee Personal Loans and Lines of Credit* - So long as a loan may be approved by the Credit Union, the Credit Committee or the Conduct Review Committee and the Credit Union is not prohibited doing so by the *Financial Institutions Act* or Regulations, the Credit Union will advance personal loans and lines of credit up to the maximum amounts allowed by the *Financial Institutions Act* or Regulations, the Credit Union's Bylaws or the Credit Union's policies.
 - (1) Personal Loans and Lines of Credit will be available at variable rate equal to the Credit Union's posted Prime Rate less one-half percent ($\frac{1}{2}\%$) for the UBCU term selected by the employee.
 - (2) When an employee is no longer an employee of the Credit Union the interest rate will be cancelled and the rate adjusted to the rate of interest in effect on the loan agreement.
 - (3) Personal Loans for the purpose of computer purchase or upgrade and/or medically necessary procedures or equipment, will be available interest free, up to three thousand dollars (\$3,000) for a term not to exceed thirty (30) months.

(c) *Employee Mortgage Loans* - So long as a mortgage may be approved by the Credit Union, the Credit Committee or the Conduct Review Committee and is not prohibited from doing so by the *Financial Institutions Act* or Regulation, the Credit Union will advance Personal Residential Mortgages to the maximum amounts allowed by the *Financial Institutions Act* or Regulations, the Credit Union's Bylaws or the Credit Union's Policies.

- (1) Residential Mortgages will be available at the Credit Union's posted prime less one-half percent ($\frac{1}{2}\%$) for the Credit Union term selected by the employee.
- (2) When an employee is no longer an employee of the Credit Union the interest rate will be cancelled and the rate shall revert to the rate of interest stated in the mortgage agreement or the most current renewal.

22.4 Employee Deposits

Employees' RRSP Term Deposits or Investments with UBCU will be given the best rate as per the Central 1 of BC Weekly Interest Rate Survey, excluding internet or virtual banks' rates plus one quarter of one percent ($\frac{1}{4}\%$) or the UBCU posted rate plus one quarter of one percent ($\frac{1}{4}\%$), whichever is greater.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 Notice of Technological Change

The Employer 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 and/or changes in job duties sufficient to change job grouping.

The notice will include:

- (a) the anticipated date(s) on which the Employer plans to effect change(s);
- (b) the location(s) and number(s) of employees likely to be directly affected.

23.2 Retraining

Wherever practical, an employee becoming redundant due to new equipment or procedures, shall be eligible for retraining to qualify for the operation of such new equipment or procedure, or to qualify for new positions. Such retraining shall be provided by the Employer without cost and without loss of pay to the affected employee.

ARTICLE 24 - CASUAL EMPLOYEES

24.1 Casual Employee Defined

All employees hired to work other than regular full-time or regular part-time, to provide relief for vacations, all leaves of absence, extra short-term emergency help and peak periods of business. It is agreed that the number of casual employees shall be kept to a minimum so as to ensure that the need for full-time employees is not reduced. A casual employee shall not be employed to do work that a regular part-time employee wants and is qualified to do.

24.2 Conversion of Casuals

Casual employees who work an average of sixty (60) hours per month or more for a twelve (12) month period, shall be converted to regular status.

24.3 Casual Employees Hourly Rate

Casual employees shall be paid as set out in the wage appendices of this collective agreement, and shall be paid eight percent (8%) in lieu of benefits upon completion of the probationary period, as outlined in the collective agreement and in addition holiday pay as per the *Employment Standards Act*.

24.4 Layoff and Recall

- (a) casual employees shall be recalled for available work in order of seniority;
- (b) casual employees shall be laid off in reverse order of seniority.

24.5 Leave of Absence

- (a) Casual employees shall be entitled to three (3) weeks leave of absence without pay per calendar year and without loss of seniority.
- (b) Leave of absence requests will only be considered after all regular employees' vacation entitlement and accrued days in lieu of statutory holidays have been scheduled.

24.6 Casual Call-in/Contact Hours

- (a) It is the responsibility of each casual employee to ensure that the Employer has a current telephone number and address for the purposes of offering work assignments. Failure on the part of the employee to provide this information may result in the forfeiture of work opportunities. Except in unexpected circumstances, casual employees will normally be called for work opportunities between the hours of 8:00 a.m. and 9:30 a.m.
- (b) Casual employees who are contacted and decline, or are unavailable during the hours of 8:00 a.m. to 9:30 a.m., shall be considered as having declined a work opportunity, except as provided in Clauses 24.6(c), (d) and (f) below. Casual employees who decline three (3) work opportunities in a calendar quarter will be placed at the bottom of the causal recall list and have their seniority zeroed.
- (c) Where the Employer is unable to contact casual employees outside of the scheduled periods it will not count such unavailability for the purposes of Clause 24.6(b).
- (d) Casual employees who are unavailable in the following circumstances, and who call in to the appropriate designate at the times determined by the Employer, will not have the decline or unavailability count as an occurrence for purposes of Clause 24.6(b):
 - (1) absence on a WCB claim;
 - (2) maternity leave, parental or adoption leave;
 - (3) absence on bereavement leave;
 - (4) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
 - (5) illness of, or inability to obtain child care for a dependant child where no one other than the causal employee can care for the child. Proof of illness or inability to obtain child care may be required if a pattern of consistent absence is developing;
 - (6) union leave;
 - (7) jury duty;
 - (8) medical or dental appointments;

- (9) approved leave of absence;
- (10) unavailability per Clause 24.6(f).

(e) Where the Employer is unable to contact casual employees during the scheduled time periods established in Section (a) above, they are considered to have been unavailable for work for purposes of Clause 24.6(b) above and, in the event of the second occurrence, the Employer shall advise the bargaining unit Chair.

(f) (1) Casual employees, with the agreement of the Employer, may specify days and/or times of availability. Such agreed to days and/or times, and any agreed to alterations thereto, shall be in writing and include the days and/or times, and effective date.

(2) Should a casual employee wish to revert from having specified days and/or times of availability to full availability, the employee may do so by providing the Employer with ten (10) days' written notice.

(3) Casual employees will be ineligible to book time off during the months of March, July, August and December.

24.7 Casual Probationary Period

(a) Casual employees who have completed their initial probationary period (eight hundred thirty-two [832] hours or twelve [12] months of availability, as per Article 24.6, whichever comes first) and becomes a regular employee, through conversion at Article 24.2 or through posting, as per Article 12.1, shall not be required to service a subsequent probationary period.

(b) Upon successfully bidding into a regular position, casual employees shall be subject to a suitability period of four hundred and sixteen (416) hours worked. During the suitability period the Employer may determine that the employee is not suitable for the position or an employee may decide that they do not wish to continue in the appointment and elect to return to her former position. In either instance, the employee shall be returned to her former position without loss of seniority.

(c) During the suitability period, casual employees shall receive eight percent (8%) in lieu of benefits during the suitability period. Upon completion of the suitability period, casual employees shall be eligible to receive benefits as outlined in Article 20 in accordance with and subject to the terms of the plan.

ARTICLE 25 - OCCUPATIONAL HEALTH AND SAFETY

25.1 Conditions

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 the working environment will be fully complied with. First aid attendants, kits and equipment will be supplied in accordance with this section.

25.2 Working Environment

A safe and clean working environment is essential in order to carry out work assignments. The Employer will provide health and safety orientation before a new or young worker carries out their first shift.

The Employer will provide health and safety orientation or in-service which is necessary for safe techniques for lifting and supporting clients/residents, the safe performance of work, the safe use of equipment, and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes where practicable.

In accordance with Section 5 of the Occupational Health and Safety Regulation, the Employer agrees to establish a joint process for determining the content and provision of all training packages related to WHMIS 2015 with the full implementation of this system by December 1, 2018. The Employer commits to the use of environmentally friendly products.

25.3 Mental Health

The parties recognize the importance of supporting and promoting a psychologically healthy workplace and as such will adhere to all applicable statutes, policy, guidelines and regulations pertaining to the promotion of mental health. The Employer will support the provision of education and training in Mental Health First Aid for the health and safety representative. The course will be provided at the Employer's expense and participants shall be given leave to attend with full pay, benefits and without loss of seniority.

25.4 Joint Health and Safety Committee

- (a) The parties agree to participate in developing a program to reduce risk of occupational injury or illness. Policies and procedures relating to health and safety will be recommended by the Committee for implementation by the Employer.
- (b) The Committee will meet at least once per month or at the call of either party to make recommendations on hazardous, dangerous or unsafe conditions including workload.
- (c) The Committee will carry out all the functions and duties as per Part 3, Division 4, Section 130 of the *Workers Compensation Act*.

Union Bay Credit Union will have a Joint Health and Safety Committee and membership will be as follows:

- (1) the Committee will be comprised of a minimum of one (1) worker representatives appointed by the Union and one (1) employer representatives appointed by the Employer. In no case will the Employer's members outnumber those of the Union. Worker representative alternates will also be appointed to the Committee by the Union and will be afforded the same rights and responsibilities as a regular member of the Committee.
 - (2) a worker co-chair will be elected from the worker representatives of the Committee and the employer co-chair will be appointed by the Employer.
- (d) Worker representatives of the Committee shall not suffer any loss of pay for the time spent to prepare for or attend a committee meeting or for carrying out any functions or duties as a committee member in accordance with the *Workers Compensation Act*. This includes mileage and any other reasonable costs. Where the meeting is held outside the committee members' regular working hours, committee members will receive straight-time pay and any other reasonable costs.
- Worker representatives shall be released from their regular duties to attend Committee meetings and perform related duties and functions as set out in Section 130 of the *Workers Compensation Act*. The Employer will reassign the work that otherwise would have been performed by the worker representative. This may include backfilling the employee for all or part of their time spent away from their work duties.
- (e) All minutes of the Committee will be recorded in a mutually agreed format and copies will be forwarded to the worker representatives of the Committee.
 - (f) A worker representative will be entitled to annual employer paid leave to attend union sponsored occupational health and safety training courses. If OHS training falls on the worker representative's

regular time off, the worker representative will be compensated for all hours while attending the training.

25.5 Strain Injury Prevention

- (a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illnesses which are work related.
- (b) Local Occupational Health and Safety Committees (or union and employer designated safety representatives) shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:
 - (1) the work methods and practices;
 - (2) the layout and condition of the workplace and workstation;
 - (3) the characteristics of objects or equipment handled;
 - (4) the environmental conditions;
 - (5) the physical and psychological demands of work;
 - (6) in a manner consistent with WCB regulation, policy and guidelines and developed by the Joint Occupational Health and Safety Committee.
- (c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer will seek the appropriate advice with respect to the risk factors noted in (b). Such advice will be sought from resources which will include the joint occupational health and safety committee or worker health and safety representatives.

25.6 Hearing Examinations

Hearing examinations required pursuant to the Workers' Compensation Occupational Health and Safety Regulations shall be conducted during working hours without loss of pay. Where an employee is required to be examined on other than their regularly scheduled workday, they shall receive the applicable overtime rate of pay for the duration of the examination plus travel time upon proceeding directly to and from the examination.

25.7 Unsafe Work

- (a) An employee may exercise their right to refuse to do unsafe work pursuant to Section 3.12 of the Occupational Health and Safety Regulation outlined in Information Appendix B.
- (b) An employee must not be subject to discriminatory or disciplinary action pursuant to Section 3.13(1) of the Occupational Health and Safety Regulations outlined in Information Appendix B and Part 3, Division 6 of the *Workers Compensation Act*.

25.8 Workplace Violence/Aggressive Conduct

The Employer will take all reasonable steps to eliminate, reduce or minimize threats to the safety of employees. Employees will receive training at the Employer's expense in recognizing and handling such threats to safety. The Employer will use the joint union training on the prevention of violence.

The Committee will be consulted to determine the applicable physical and procedural measures that will be implemented. An employee serving clients in the community shall have the right to request backup to attend where there is reasonable cause to expect a violent situation and will have access to appropriate communication equipment.

The Employer will provide the employee with pertinent information on clients with the potential of violence, physical aggression, and/or verbal abuse within any particular workplace. The employee will be informed of specific instruction on the approach to be taken when providing care for the client.

Immediate critical incident defusing, debriefing support and, where deemed appropriate by a qualified medical practitioner, post traumatic counselling for individuals who have been exposed to violence of an unusual nature, including but not limited to physical or psychological violence, death of colleague or client death or a series of such incidents. Appropriate resources will be made available to employees as soon as possible by qualified outside practitioners. Where an employee requires time off to attend critical incident defusing, debriefing or post traumatic counselling, it will be without loss of pay or benefits.

At the request of an employee who may be exposed to violence, physical aggression or verbal abuse, the parties will meet as soon as possible to determine remedies up to and including transfer. The parties will make every reasonable effort to find a remedy. Once the remedy is agreed it will be implemented within ten (10) days.

Where repeated incidents of violence occur, including physical aggression or verbal abuse, the Committee, after review of the circumstances, may request a review by WorkSafeBC.

Where an employee has experienced a critical incident related to their work responsibilities, the Employer will assist the employee to obtain WorkSafeBC counselling and such other support as may be reasonably available.

An employee in need of assistance may call the WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information at all worksites.

25.9 Domestic Violence

The Employer agrees they have a legal responsibility to protect workers from all forms of violence in the workplace including domestic violence that could impact employees in the workplace. As such, policies and safe work procedures will be developed to increase employee awareness, education and training in the prevention of injury or illness from domestic violence.

25.10 Investigation of Incidents

- (a) Pursuant to the *Workers Compensation Act*, Part 3, Division 10 governing Accident Reporting and Investigation, all accidents/incidents shall be jointly investigated by at least one (1) worker representative and one (1) employer representative. This will include motor vehicle incidents and incidents that did not involve an injury to a worker, or involved only minor injury not requiring medical treatment, but had the potential for causing serious injury to a worker.

The designated worker representative shall be released from their regular duties to participate in the investigation. The Employer will reassign the work that would have otherwise been performed by the worker representative for the duration of the investigation. This may include replacement of the employee. Where the investigation is scheduled outside the worker representative's regular hours, they will be paid at the applicable rate of pay.

A preliminary investigation will be completed within forty-eight (48) hours and a preliminary and corrective action report will be posted and provided to the Committee. The full investigation will be completed within thirty (30) days with the full investigation and corrective action report submitted on a mutually agreed accident/incident investigation form. Copies will be sent to the Worker's Compensation Board, Occupational Health and Safety Committee, each employer representative and each worker representative.

(b) If the Employer's representative is a member of the bargaining unit, nothing in this clause restricts the right of the Employer to require their representative in (a) above to complete other reports related to the accident under investigation.

(c) In the event of a fatality the Employer shall immediately notify the Union President, or designate of the nature and circumstances of the accident and arrange as soon as possible for an investigation pursuant to (a) above. Time spent in incident investigation will be considered time worked based on the employee's classification in effect at the time of the investigation. Applicable overtime rates will also be paid.

25.11 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury will receive payment for the remainder of her shift.

25.12 Transportation of Accident Victims

Transportation to and from the nearest qualified medical practitioner or hospital for employees requiring medical care as a result of an on-the-job accident will be at the expense of the Employer.

25.13 Employee Check-in

Check-in procedures will be implemented to ensure the safety of all employees who work alone or in isolation where assistance would not be readily available to the worker.

Before a worker is assigned to work alone or in isolation, the Employer must identify any hazards and assess the risk to the worker and eliminate or minimize the risk from the hazard. The Employer must develop and implement a written procedure for checking the well-being of a worker assigned to work alone or in isolation.

The procedure must include the time interval between checks and the procedure to follow in the event the worker cannot be contacted, including provisions for emergency rescue. A person must be designated to establish contact with the worker at predetermined intervals and the results must be recorded by the person. A check at the end of the work shift must be done.

The procedure(s) must be developed in consultation with the Committee and the worker assigned to work alone or in isolation.

25.14 Communicable Diseases and Parasitic Infestations

(a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person, and/or possessions of a person, with a communicable disease or parasitic infestations.

(b) Where the Employer is aware of a client or resident with a communicable disease or parasitic infestation, the Employer will inform the primary care givers about the inherent risk of the communicable disease or parasitic infestation.

(c) Where a vaccination is, or may become available as a preventative measure, such vaccination will be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.

(d) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of direct exposure in the workplace, they will be entitled to leave without loss of pay for any scheduled shifts during the twenty-four (24) hour period immediately following the detection to deal with personal matters arising from the exposure and will be provided with an appropriate treatment.

(e) The Employer will, in consultation with the Committee, develop and implement measures necessary for the establishment of a work environment to prevent acquisition and transmission of a communicable disease.

Measures will include but are not limited to:

- (1) Preventative protocol measure including education, hygiene, protective equipment/apparel and vaccinations;
- (2) Post-exposure protocols.

(f) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions will be without loss of pay.

25.15 Protective Clothing and Supplies

The Employer will supply protective clothing supplies as required by WorkSafeBC. The Employer will maintain and replace such supplies and tools as required.

ARTICLE 26 - TERM OF AGREEMENT

26.1 Duration

This agreement shall be binding and shall remain in effect to midnight January 31, 2021.

26.2 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, 2020 but in any event not later than midnight January 31, 2021.

(b) Where no notice is given by either party prior to January 31, 2021 both parties shall be deemed to have been given notice under this article on January 31, 2021 and there upon Article 26.3 of this agreement applies.

(c) All notices on behalf of the Union shall be given by the President of the Union or his/her designate and similar notices on behalf of the Employer shall be given by an authorized officer or agent of the Employer.

26.3 Commencement of Bargaining

Where a party to this agreement has given notice under Article 26.2 of this article, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

26.4 Changes in Agreement

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

26.5 Agreement to Continue in Force

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

26.6 Effective Date of Agreement

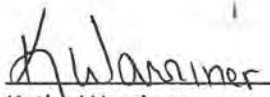
The provisions of this agreement, except as otherwise specified, shall come into force and effect on February 1, 2018.

SIGNED ON BEHALF OF
THE UNION:

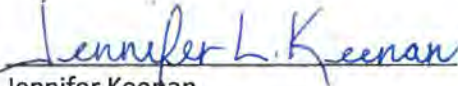
SIGNED ON BEHALF OF
THE EMPLOYER:


Stephanie Smith
President


Mark Jones
Chief Executive Officer


Kathy Warriner
Bargaining Committee Member


Cindy Watson
Administrative Executive Assistant


Jennifer Keenan
Bargaining Committee Chairperson


Dan Rowe
Staff Representative

Dated this 29 day of October, 2018.

APPENDIX A
Salaries

1. Effective February 1, 2018, general wage increase - 2%
2. Effective February 1, 2019, general wage increase - 2.5%
3. Effective February 1, 2020, general wage increase - 2.75%

Classifications	Step	Current	Feb 1, 2018	Feb 1, 2019	Feb 1, 2020
			2%	2.50%	2.75%
Trainee*		17.72	18.07	18.53	19.04
Group I:	6 mos.	19.00	19.38	19.86	20.41
Member Service Rep I	18 mos.	21.01	21.43	21.97	22.57
Financial Service Rep I	30 mos.	22.32	22.77	23.34	23.98
Group II:	Start	20.41	20.82	21.34	21.93
Member Service Rep II	18 mos.	22.20	22.64	23.21	23.85
Financial Service Rep II	30 mos.	23.36	23.83	24.42	25.09
Accounting Admin Clerk	42 mos.	25.15	25.65	26.29	27.02
Data Coordinator					
Group III:	Start	22.03	22.47	23.03	23.67
Financial Service Rep III	18 mos.	23.96	24.44	25.05	25.74
	30 mos.	25.25	25.76	26.40	27.12
	42 mos.	27.12	27.66	28.35	29.13
<p><i>*Trainee -This is an entry-training position in which an employee performs routine clerical duties under close supervision. Employee moves automatically to start Rate of Group 1 Salary Range after not more than six (6) calendar months' service. This Trainee rate shall only be used where the new employee does not have previous job-related experience.</i></p> <ul style="list-style-type: none"> • 6 months equals 832 hours worked • 18 months equals 2496 hours worked • 30 months equals 4160 hours worked • 42 months equals 5824 hours worked 					

Wages shall be retroactive to February 1, 2018.

Other monetary changes are not retroactive and will come into effect on the date of ratification or as otherwise specified.

LETTER OF AGREEMENT 1
Registered Retirement Savings Plan

The Employer agrees that the Union Bay Credit Union will provide a variable rate Registered Retirement Savings Plan (RRSP) that will be administered on the following basis:

- (a) Participation shall be available and mandatory for all full-time and part-time employees who work sixty (60) or more hours per month;
- (b) The Employer shall contribute an amount equal to:
 - (1) seven percent (7%) of gross earnings into the RRSP monthly.

Employees eligible under (a) above shall contribute six and one-half percent (6½%). Employer contributions and employee deductions shall be deposited into the employees' RRSP accounts within twenty-four (24) hours of the payday.

(c) Each individual employee may elect to transfer all or part of the funds from the variable program to any locked in guaranteed term as provided for our general membership. Upon maturity, an employee may elect to transfer back to the variable rate program, renew to the existing term or choose a new term, both of the latter at preferred staff rates.

(d) In the event of termination, as a result of resignation, an employee may request in writing from the Union Bay Credit Union that the redemption of an existing locked in term be made, and as such the Union Bay Credit Union will agree to surrender the funds as requested with the applicable penalty, if not held to maturity. Such application for surrender of funds will be subject to the normal notice requirements of five (5) working days. Employees dismissed shall incur no withdrawal penalty.

(e) There will be a six (6) month waiting period for new employees to the Union Bay Credit Union system, and employees will not be eligible to receive an employer contribution or to make employee contributions under the terms and conditions of this agreement until concluding the probationary period.

(f) If an employee is transferring from another credit union wherein they are presently eligible for pension, as the law provides, we will permit the transfer by roll over of their existing pension scheme to our existing plan and contributions from the Employer and the employee will commence immediately to insure the continuance of their pension program.

(g) Unless ruled illegal by the income tax department contributions to the credit of the employee, both on behalf of the employee and the Employer, will be deemed to be locked in by agreement of the employee and the Employer, and will not be eligible for withdrawal until the termination of the said employee. Upon termination, five (5) working days' notice must be given before withdrawal.

(h) In the event of a roll over, an employee may elect at the time of transfer to withdraw, in whole or in part, funds which were made up solely of the employee contributions from a previous employer. The election will be available only once at the time the roll over funds are received and may be transferred to the control of the individual employee outside of the group RRSP program.

(i) An employee can elect to move fifty percent (50%) of total contributions to an Equity Fund at Central 1 Credit Union.

LETTER OF UNDERSTANDING 1

The following past practices of the Credit Union shall continue in place during the term of this agreement:

- (1) Coffee and tea supplies;
- (2) Toaster, fridge and other equipment;
- (3) Free chequing and service charge to a maximum of three personal accounts. These accounts may be joint with related parties.
- (4) Rate on safety deposit boxes - Free of charge.
- (5) All of the above noted benefits shall extend to employees upon hire.

LETTER OF UNDERSTANDING 2**Job Sharing**

- (a) Job Share Proposals are intended to allow two (2) employees to share the duties of one (1) full-time position.
- (b) Job Share Proposals may be considered where one of the partners proposing the job sharing arrangement already occupies the full-time position under consideration.
- (c) The Job Share Proposal shall be in writing, signed by both partners, outlining the following:
- (1) information on the qualifications and experience of the partners;
 - (2) a description of how the duties, responsibilities and work hours are to be shared;
 - (3) the methods the partners will use to communicate with each other, members, co-workers and supervisors;
 - (4) a system for prioritizing workloads and how that will be communicated to each other;
 - (5) proposed schedule including start date and hours of work for each partner.
- (d) The Employer and the Union may approve a Job Share Proposal on a trial basis. However, the parties are not obligated to approve any Job Share Proposal and a decision to deny any Proposal is not grievable.
- (e) Either of the job share partners may terminate any job share arrangement after providing twenty (20) working days' notice.
- (f) If termination of the Job Share Proposal occurs all parties affected shall return to their former positions and rates of pay.
- (g) The rate of pay for the job share partners will be according to the steps within the wage grid, Appendix A.
- (h) *Benefits:*
- (1) Vacation entitlement will be on the same basis as that set out for part-time employees under Article 17.8 of the collective agreement.
 - (2) The employees will receive benefits as per Article 20 provided they meet the entitlement requirements.
 - (3) Statutory holiday pay will be calculated for the full-time position and prorated based on the hours each job share partner works.

LETTER OF UNDERSTANDING 3**Statutory Holiday Pay for Hornby Island Employees**

Provided Hornby Island Employees meet the requirements under Eligibility for Holiday Pay - Article 16.3(a)(b)(c)(d) and provided that they work between twelve (12) and fifteen (15) days per month, the Employer will pay sixty percent (60%) of the seven (7) hours as defined in Article 16.1(a).

LETTER OF UNDERSTANDING 4

The parties will discuss options to recognize and provide supplemental earnings on a performance based initiative.

These discussions shall take place at the Labour Management Committee. Any substantive changes to employees earning shall be mutually agreed to by the parties.