
COLLECTIVE AGREEMENT

BETWEEN



UNITED STEELWORKERS LOCAL 1-405

AND

HERITAGE CREDIT UNION

Effective June 1, 2018 – Expires May 31, 2021

Table of Contents

PREAMBLE	8
ARTICLE 1 - BARGAINING AGENCY	9
1.01 Recognition.....	9
1.02 Work Jurisdiction	9
1.03 Bargaining Authority	9
1.04 Non Discrimination/Harassment	9
ARTICLE 2 - EMPLOYER’S RIGHTS.....	10
2.01 Management and Direction	10
2.02 Hiring and Discipline.....	10
2.03 Management Authority.....	10
ARTICLE 3 - UNION SECURITY	11
3.01 Co-Operation	11
3.02 Union Shop.....	11
3.03 Maintenance of Membership.....	11
3.04 Discharge of Non-Members	11
3.05 Union Membership.....	11
3.06 Check Off	11
3.07 Social Insurance Number.....	11
3.08 Responsibility for Dues	12
3.09 New Employees.....	12
3.10 Employees Excluded from Bargaining Unit.....	12
ARTICLE 4 - COMMITTEES	13
4.01 Definition.....	13
4.02 Office Committee	13
4.03 Joint Labour Management Committee	13
ARTICLE 5 - DEFINITION OF EMPLOYEES	15
5.01 Probationary Period	15
5.02 Full-time Regular.....	15
5.03 Part-time Regular.....	15
5.04 Definition of Casual Employee	16
ARTICLE 6 - HOURS OF WORK AND OVERTIME.....	18
6.01 Work Week.....	18
6.02 Overtime	19
6.03 Call-time	20

6.04	Accrued Time Off.....	20
ARTICLE 7 - STATUTORY HOLIDAYS		22
7.01	Designated Stats	22
7.02	Floating Holiday	22
7.03	Stat Holiday on Scheduled Day Off	22
7.04	Stat Holiday Within Scheduled Vacation.....	22
ARTICLE 8 - ANNUAL VACATION.....		23
8.01	1st Year Entitlement	23
8.02	2nd Year Entitlement.....	23
8.03	3rd - 5th Year Entitlement	23
8.04	6th - 10th Year Entitlement	23
8.05	11th - 15th Year Entitlement	23
8.06	16 th – 24 th Year Entitlement.....	23
8.07	25 th Year Entitlement.....	23
8.08	Supplementary Vacation.....	23
8.09	Vacation Pay Percentage of Earnings Option.....	24
8.10	Option Difference	24
8.11	Consecutive Weeks.....	24
8.12	Banking of Vacations	25
8.13	Vacations Taken	25
8.14	Scheduling	25
8.15	Absences Affecting Vacation With Pay Entitlement	25
8.16	Absences Not Affecting Vacation With Pay Entitlement	26
ARTICLE 9 - LEAVES OF ABSENCE.....		27
9.01	Leave of Absence Injury/Illness	27
9.02	Union Business	27
9.03	Bereavement Leave	27
9.04	Jury Duty	28
9.05	Maternity/Parental Leave	29
9.06	Other Leaves Without Pay.....	29
9.07	Compassionate/Educational/Extended Vacation Leaves.....	30
9.08	Requests	30
9.09	Return to Work Notice	30
9.10	Benefit Coverage	30

9.11	Family Responsibility Leave	31
9.12	Domestic Violence Leave.....	31
ARTICLE 10 - BENEFITS.....		32
10.01	Benefit Coverage	32
10.02	Benefits Program	32
10.03	Sick Leave	33
10.04	Pension Plan	34
ARTICLE 11 - SALARIES		35
11.01	Effective date of ratification	35
11.02	New Classification Rate of Pay	35
11.03	Job Descriptions Rate of Pay.....	35
11.04	Promotional Increases Rate of Pay	35
11.05	Salary Progression	36
11.06	Probationary Employee	36
11.07	Training Program.....	36
11.08	Promotion Increase	36
ARTICLE 12 - SENIORITY		37
12.01	Definition.....	37
12.02	Recognition.....	37
12.03	Job Protection/Recall Rights	37
12.04	Selection	37
12.05	Leaving Bargaining Unit	37
12.06	Returning to Bargaining Unit Within 3 Months.....	37
12.07	Casual Employee’s Seniority.....	37
12.08	Seniority Accrual	37
12.09	Leave of Absence Accrual.....	37
12.10	Part-Time Regular Employees.....	37
12.11	Provide Seniority List.....	38
12.12	Job Security	38
ARTICLE 13 - LAYOFF AND RECALL		39
13.01	Reduction of Forces.....	39
13.02	Notice of Lay Off	39
13.03	Seniority Retention.....	39
13.04	Recall	39

13.05	Notice of Recall	39
13.06	An employee bypassed	39
ARTICLE 14 - JOB POSTING		40
14.01	Positions Vacant or Created	40
14.02	Job Postings Absentee Bids	40
14.03	Job Posting Forms	40
14.04	Training Period	41
14.05	Temporary Vacancies	41
14.06	Filling a Job Posting	42
ARTICLE 15 - TECHNOLOGICAL CHANGE		43
15.01	Notice.....	43
15.02	Notice of Intent	43
15.03	Co-Operate With Training.....	43
15.04	Retraining	43
15.05	Retain Present Salary	43
15.06	Severance Pay Due and Payable.....	43
ARTICLE 16 – MERGERS, AMALGAMATIONS AND ACQUISITIONS		44
16.01	Severance Pay in Case of Future Mergers, Amalgamations and Acquisitions	44
16.02	Severance Pay	44
16.03	Notice.....	44
16.04	Layoff/Termination	44
16.05	Compounding	44
ARTICLE 17 - GENERAL PROVISIONS		45
17.01	Union Reps Access to Employer Premises.....	45
17.02	No Strikes or Lockouts	45
17.03	Signing Authority	45
17.04	Revision of Rates.....	45
17.05	Lapel Pins/Decals	45
17.06	Progressive Discipline	45
17.07	Union Bulletin Board.....	46
17.08	Notification of Promotions	46
17.09	Safety and Health.....	46
17.10	In-House Benefits	46
17.11	Safety Deposit Box.....	47

17.12	Employment Standards Act	47
17.13	Foreign Currency	47
17.14	Line of Credit/Personal Loans	48
17.15	Personal Vehicle Rates	48
17.16	Humanity Fund	48
ARTICLE 18 - GRIEVANCE PROCEDURE		49
18.01	Outline of Steps	49
18.02	Grievance Abandonment	49
18.03	Right to Refer	49
18.04	Extension of Time Limits	49
ARTICLE 19 - ARBITRATION		50
19.01	Procedure	50
19.02	Notification	50
19.03	Appointment of Arbitrator	50
19.04	Time Limit For Arbitrator	50
19.05	Cost/Expenses of Arbitrator	50
19.06	Inclusion of Section 103	50
ARTICLE 20 - DURATION OF AGREEMENT.....		51
20.01	Length of Agreement.....	51
Wage Scales		52
Wage Grid New Hires.....		56
LETTER OF UNDERSTANDING #1		61
ADDITIONAL SCHEDULED WORK.....		61
LETTER OF UNDERSTANDING #2		62
AUTOMATED TELLER MACHINE (ATM) CALL OUT		62
LETTER OF UNDERSTANDING #3		63
SPARE TRAINING PROGRAM.....		63
LETTER OF UNDERSTANDING #4		66
RE: CONTRACTING OUT		66
LETTER OF UNDERSTANDING #5		67
JOB SHARING.....		67
LETTER OF UNDERSTANDING #6		71
EDUCATION FUND		71
LETTER OF UNDERSTANDING #7		72

SENIORITY, SELECTION CRITERIA AND EDUCATION:	72
LETTER OF UNDERSTANDING #8	74
ARTICLE 14.01 (a) – JOB POSTINGS	74
LETTER OF UNDERSTANDING #9	75
ACCOUNTING CLERK/CLEARING POSITION	75
LETTER OF INTENT # 1	76
Re: Six Day Operation	76

COLLECTIVE AGREEMENT

BETWEEN:

HERITAGE CREDIT UNION
(Hereinafter known as the "Employer")

PARTY OF THE FIRST PART

AND:

UNITED STEELWORKERS LOCAL 1-405
(Hereinafter known as the "Union")

PARTY OF THE SECOND PART

PREAMBLE:

1. WHEREAS it is the intent and the purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the employees and the Employer and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the Parties hereto, AND
2. WHEREAS the Employer accepts responsibility to observe each and all provisions and conditions of the Agreement, and to promote orderly and peaceful relations with the Employees, AND
3. WHEREAS the Union accepts responsibility to observe each and all provisions and conditions of this Agreement, and to promote orderly and peaceful relations with the Employer.

NOW THEREFORE the Parties hereto mutually agree as follows:

ARTICLE 1 - BARGAINING AGENCY

- 1.01 Recognition** - The Employer recognizes the Union as the sole collective bargaining agency of the Employee of the Employer as set out in the Certificate of Bargaining Authority.
- 1.02 Work Jurisdiction** - It is agreed that, when a dispute arises as to whether or not a person is an employee within the bargaining unit, it shall be subject to grievance procedure as provided for in Article 17, Step 3 and, in the event of failure to reach a satisfactory settlement, it shall be dealt with as provided for in Section 139 of the Labour Relations Code.
- 1.03 Bargaining Authority** - The Employer agrees that the Bargaining Authority of the Union shall not be impaired during the term of this new Collective Agreement. The Employer agrees that the only certification they will recognize during the term of this new Collective Agreement is that of the Union unless ordered by due process of law to recognize some other Bargaining Authority.
- 1.04 Non Discrimination/Harassment**
- (a) The Harassment and Bullying policy will be posted in in the workplace, in an area that is accessible to all employees. Disciplinary action taken by the Credit Union shall be subject to the grievance procedure.
 - (b) Any information directly related to the investigation undertaken shall remain confidential but shall be provided to the Union.

ARTICLE 2 - EMPLOYER'S RIGHTS

- 2.01 Management and Direction** - The Management of the operation and the direction and promotion of the employees are vested exclusively in the Management; provided, however, that this will not be used for the purpose of discrimination against employees.
- 2.02 Hiring and Discipline** - The Employer shall have the right to select its employees and to discipline or discharge them for just cause.
- 2.03 Management Authority** - Nothing contained herein shall limit the statutory powers and duties of the directors of the Employer under the Company Act, Section 141, which provides "The Directors shall, subject to this Act and the articles of the Company, manage or supervise the management of the affairs and business of the Company". Actual direction of the office staff will be under the authority delegated by the Board of Directors to the General Manager who, in turn, may delegate any portion of these duties and authority to others in executive capacity.

ARTICLE 3 - UNION SECURITY

- 3.01 Co-Operation** - The Employer will co-operate with the Union in obtaining and retaining as members the employees as defined in this Agreement, and to this end will present to new employees and to all Supervisors the policy herein expressed.
- 3.02 Union Shop** - All employees shall, after entering employment, become members of the Union, and maintain membership therein as a condition of continued employment.
- 3.03 Maintenance of Membership** - An employee who is a member in good standing or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing.
- 3.04 Discharge of Non-Members** - Notwithstanding anything contained in the foregoing Sections 3.02 and 3.03 of this Article, an employee shall be subject to discharge for refusal to pay union dues. If an employee fails to pay union dues within seven (7) days after the Employer and the employee have been notified by the Union in writing of the employee's delinquency, such employee shall be discharged forthwith by the Employer.
- 3.05 Union Membership** - No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the United Steelworkers Constitution and in accordance with the By-laws of United Steelworkers Local 1-405.

Any employee who applies to join the Union pursuant to the provisions herein and whose application is rejected by the Union shall not be subject to discharge from employment.

- 3.06 Check Off** - The Employer shall require all new employees at the time of hire to authorize the deduction from his/her salary; union initiation fees, monthly dues and assessments approved by the Union. Such authorization shall be in duplicate on forms provided by the Union. The assignment shall become effective thirty (30) calendar days from the date of execution.

The Employer shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named herein not less than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

- 3.07 Social Insurance Number** - The Employer shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the employee enters the employment of the Employer.

3.08 Responsibility for Dues - The Employer shall be responsible for all back dues, fees and assessments not deducted from an Employee of Heritage Credit Union as required under this Article.

3.09 New Employees - The Employer shall arrange for each new employee to be interviewed by an Office Committee Member on the day of employment for a maximum of one-half (1/2) hour.

3.10 Employees Excluded from Bargaining Unit - Persons excluded from the bargaining unit shall not be assigned to do bargaining unit work that is usually performed by bargaining unit employees with the exception of the following circumstances:

1. dealing with members loans as required or requested
2. dealing with members investment requirements
3. instances of emergency
4. purposes of training
5. unforeseeable peak workload periods
6. any function presently undertaken by management

ARTICLE 4 - COMMITTEES

4.01 Definition - For the purpose of this Agreement, when the word "Committee" is used it shall mean Office Committee or the Joint Labour Management Group, members of which are appointed by the Union, except that management members of the Joint Labour Management Group are appointed by management.

4.02 Office Committee

- (a) **Composition** - The Committee shall consist of not more than six (6) employees with completed probationary period of employment with the Employer who are members of the Union and they shall be selected wherever possible, on a departmental basis.
- (b) **Notification** - The Union will notify the Employer in writing of the members on the Committee. The Union or Committee will inform the Employer in writing when any member change takes place on the Committee. No member of the Committee will be recognized by the Employer unless the above procedure is carried out.
- (c) **Authority** - The Committee shall meet with the Employer's appointees to attempt to resolve any problems that might arise and that may be foreseen. The Committee however, shall not make any decisions that are binding upon the Local Union as a whole without the approval of the Local Union. It shall not violate or change this Agreement in any way. The Union members shall not be required to assume management responsibilities in the enforcement of any rules or regulations in their capacity as Committee members.
- (d) **Obligations** - The Office Committee Chairperson or Vice-Chairperson shall have reasonable time while on the Employer's premises, to investigate serious grievances and present grievances and shall be paid at their regular rate of pay for time so spent during their regular working hours. They shall obtain permission from management before leaving their work area for such purposes, and such permission shall not be unreasonably denied.

4.03 Joint Labour Management Committee

- (a) The Parties agree to establish a Labour/Management Group. The purpose of the group is to encourage communications at regular intervals (every two months or as determined by the Group) in order to resolve problems, or potential problems, before they become grievances. The Group may discuss any subjects of mutual concern regarding this Collective Agreement, and any other operational issue.
- (b) The Group shall consist of four (4) representatives appointed by the Union Office Committee, (two (2) from the Castlegar Branch, one (1) from Slocan Park and one (1) from HG Insurance Services, and four (4) representatives appointed by

the Employer. The Parties shall keep each other informed of its representatives. When necessary, a substitute can be appointed. Should there be a need for other branch/department representatives, their attendance may be required at meetings.

(c) Labour/Management Meetings

The Group shall meet as required. The Parties shall make every effort to exchange an agenda of issues to be discussed not less than three (3) days prior to the meeting date. Meetings shall be scheduled during regular business hours (including travel time). Employees shall be paid their regular hourly rate for all hours while in attendance. Employees must receive approval from management prior to leaving their workplace. Approval shall not be unreasonably denied.

(d) Minutes shall be kept as a record of the issues discussed and distributed to each member of the Group.

(e) Meeting Group Chair

The Chair and the Recording Secretary positions will alternate between the Union and the Employer every six (6) months with each party holding one (1) position. If necessary, a substitute can be appointed.

(f) The Group may discuss any subjects of mutual concern such as renovations, marketing initiatives, contracting out, consolidation initiatives, integrating part time seniority into the full time seniority list, flex time, ATM call-out procedures, or any other operational issues.

(g) Jurisdiction of Group

The Parties may refer any matter or proposal discussed by the Committee to their respective principals for further direction, advice or ratification prior to an Agreement being concluded.

ARTICLE 5 - DEFINITION OF EMPLOYEES

5.01 Probationary Period - All Employees shall be considered probationary for the first sixty (60) working days of employment. The Probationary period is to determine the employee's suitability for employment.

This period may be extended by mutual agreement between the Employer and the employee. Written notice shall be given to each employee advising them of completion of their probationary period.

For the purpose of this provision, partial days shall be considered as days worked.

5.02 Full-time Regular - All employees hired to work on a full-time basis in a regular continuing position.

5.03 Part-time Regular - An employee hired to work regular hours or days on a continuing basis but who works less than the normal working hours in a month. These employees shall be covered by all conditions of the Agreement, except as follows:

(a) (i) **Part Time Regular Benefits** - part-time regular employees regularly scheduled to work for sixty (60) hours per month or more shall receive the benefits of this Collective Agreement on a pro-rated basis as stated in the specific sections.

Part time regular employees with benefits will receive 2% in addition to their wage rate.

(ii) **Part Time Hourly Rate Increase** - Part-time employees regularly scheduled for less than sixty (60) hours per month shall receive 4.8% for the first sixty (60) working days and 15.4% thereafter, made up of the following: 4.8% for statutory holiday pay, 6% for vacation pay, 2% for accrued time off and 2.6% for benefits.

(iii) The Parties agree that the provisions outlined in this Article 5.03(a) constitute complete and final settlement of issues of disparity arising from ATO and vacation in lieu of ATO

(b) **Part Time Regular Vacation Pay** - Vacation pay will be calculated on the same basis as for a full-time regular employee with the same calendar years of service. For example, a part-time regular employee who is entitled to three (3) weeks vacation will be paid at six per cent (6%) of gross earnings for the vacation year in which the vacation is earned.

(c) **Part Time Employees Preference for Additional Scheduled Work** -

Part time employees will have preference over casuals for additional scheduled work as per Letter of Understanding.

- (d) **Operation Managed According to Needs** - The operation is managed according to the needs of the members. When full time positions are needed they will be created as the Employer has in the past. When part time positions are needed, particularly for service gaps identified by Management, they will be created as they have in the past.

5.04 Definition of Casual Employee - An employee who does not hold a regular position and works on an incidental or temporary basis for the purpose of assisting with peak workload periods, vacations, sickness, floaters, ATO and Leaves of Absence. A casual employee's date of hire will also be used for job posting purposes.

- (a) **Casual Hourly Rate** - The hourly rate for casual employees shall be 4.8% for the first sixty (60) working days and 11.4% thereafter made up of the following: 4.8% for statutory holiday pay, 4% for vacation pay and 2.6% for benefits.

Where a casual employee has completed sixty (60) working days and where the casual employee becomes part-time, then he/she will be considered to have completed sixty (60) working days of part-time service for the purposes of Article 5.03(ii).

- (b) **Scheduling** - Casuals shall be scheduled or called for work assignments according to the following:
- (i) A casual employee's date of hire shall be applied when scheduling them for work.
 - (ii) A casual employee's date of hire shall be applied when it is necessary to call them into work that day, provided they are qualified and available.
 - (iii) Senior casual employees, based on date of hire, may exercise their right to last call privilege (call me last) but it is understood that the most junior casual employee will work.
- (c) **Casual Staffing Requirements** - Should a casual employee, work sixty (60) consecutive days or more, the Employer agrees to review the staffing requirements with the Labour/Management Group except as follows:
- (i) When relieving for **maternity** leave, parental leave, leave of absence or illness in excess of sixty (60) days when mutually agreed between the Employer and the Local Union. Such agreement shall not be unreasonably withheld,

- (ii) Casuals employed for summer relief between June 1st and August 31st. Notifications of these employees shall be sent to the Local Union. Should a casual employed for summer relief work beyond August 31, his/her casual seniority will be maintained so long as he/she is available on all days of operation. If available only on designated days, and if the employer agrees to continue employing as a student casual, he/she shall be placed on a student casual date of hire list. The “right to last call privilege” in Article 5.04 (b) (iii) will apply on designated days of availability only.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.01 Work Week - The normal hours of work will consist of thirty-six (36) hours per week, "Monday to Saturday" inclusive. The hours worked will be:

- (i) Monday to Thursday, inclusive - Seven and one-half (7 ½) hours scheduled between 8:00 am and 6:00 pm with one (1) hour for lunch.
- (ii) Friday - Eight (8) hours scheduled between 8:00 am and 6:30 pm with one (1) hour for lunch.
- (iii) Saturday - Five and one-half (5 ½) hours scheduled between 8:00 am and 3:00 pm, with no lunch hour and one fifteen (15) minute break.

New Positions – New positions created outside the current scope of the bargaining unit will consist of a maximum of eight hours of work between the hours of 8:00 am and 8:00 pm, inclusive of a 36 hour work week. Where applicable, the above hours are exclusive of a one (1) hour lunch break (7 hrs. or more).

The above shall be implemented after the Credit Union and the Union consult on the specifics of any new shifts or hours as above, pertaining to rates of pay, shifts differentials, hours, etc., for any new positions introduced into the workplace outside the current positions and will not affect any existing schedules in the Credit Union.

(iv) Full-time employees will be scheduled two (2) consecutive days off per week.

- (b) **Employer's Letter of Intent** - re Six (6) Day Operation attached.
- (c) **Rest Periods** - All employees working more than four (4) hours but less than (5) hours shall be entitled to one (1) fifteen (15) minute break. All employees working a full day shall be entitled to one (1) fifteen (15) minute rest period in the morning and one (1) fifteen (15) minute rest period in the afternoon providing always that the Employer shall have the right to use relief employees in implementing this provision. It is understood and agreed that there shall be one (1) fifteen (15) minute rest period on Saturday due to the shortened hours of work. Employees working less than a full day but five (5) hours or more shall be entitled to two (2) fifteen (15) minute rest periods or one (1) thirty (30) minute rest period, based on operational requirements
- (d) It is understood by the Parties that upon completion of the work for the day, employees who normally work fifteen (15) minutes beyond closing time shall be allowed to leave work early and make up the unworked time

by coming to work earlier the following day for an equivalent period of time.

6.02 Overtime

- (a) **Regular Overtime** - Time worked in excess of the normal scheduled hours of work in Section 6.01 shall be paid for at time and one-half (1 ½) the employee's straight time hourly rate for the first two (2) hours and two (2) times the straight time hourly rate thereafter.
- (b) **Excess Hours on Saturday** - Time worked on a Saturday in excess of five and one-half (5 ½) hours shall be paid for at two (2) times the employee's straight time hourly rate or all time worked by employees after 4:00 pm on Saturday shall be paid at double time.
- (c) **Lunch Break Overtime** - Where an employee is required to forego all or part of his/her lunch period at the request of the Employer, such time will be paid at rate and one-half.
- (d) **Overtime Regular Day Off** - Time worked by an employee on an employee's scheduled day off shall be paid for at two (2) times the employee's straight time hourly rate.
- (e) **Overtime Sunday** - Time worked on a Sunday shall be paid for at two (2) times the employee's straight time hourly rate.
- (f) **Overtime Stat** - Time worked on a holiday provided for in Article 7 or a day in lieu of such holiday shall be paid for at two (2) times the employee's straight time hourly rate plus one days regular pay.
- (g) **Overtime Voluntary** - All overtime work shall be voluntary.
- (h) **Overtime Distribution** - Overtime shall be distributed as equally as possible among the employees. If the Office Committee believes that excessive overtime is being worked or is being assigned to individual employees, the Employer will meet with the Committee and/or the Local Union with a view to analysing the problem, and make every effort to correct the situation.
- (i) **Overtime Authorization** - Overtime must be authorized by the Management and/or the Branch Clerk and/or Accounts Supervisor.
- (j) **Overtime Banking** - 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 straight time equivalent to the overtime earnings. At the end of each calendar year unused banked overtime will be paid out.

(k) **Education Courses -**

- (i) Employees attending education courses at the Employer's request shall be compensated for hours beyond the normal work week at time and one-half (1 ½) pay.
- (ii) The employee may choose to be paid for such overtime or elect to take time off in lieu, at a time which is mutually agreeable. The length of time off with pay shall be equal to straight time equivalent to the overtime earnings.
- (iii) Travel time to and from the course location shall be paid at straight time. Employees shall be paid mileage from their branch to and from the course location.

6.03 Call-time - An employee reporting for work on the call of the Employer shall be paid his/her regular rate of pay for the entire period of work, with a minimum for such call as follows:

- (a) **Two Hours Pay** - Two (2) hours pay if the employee is unable to perform the work or there is no work available.
- (b) **Four Hours Pay** - Four (4) hours pay if the employee works but there is insufficient work to require four (4) hours to perform such work.
- (c) **Specific Job Postings** - This provision does not prevent a specific job posting for less than four (4) hours or scheduling casuals for less than four (4) hours.
- (d) **Call In Emergency Work** - Where an employee is called in outside of his/her regularly scheduled hours of work for emergency work, he/she shall be paid a minimum of four (4) hours at straight time or the time worked at overtime rates whichever is greater. Where the emergency work for which the employee was called in has been completed, he/she shall be released from duty. The minimum four (4) hours shall apply to each call in.

The answering of such call shall be at the option of the employee, provided there are other qualified employees available to perform the work. In such cases, junior employees cannot decline the work.

6.04 Accrued Time Off

- (a) **Accrual** - In addition to the above each employee shall accrue one (1) hour per week to be taken as paid time off on a scheduled basis.

-
- (b) **Time Off** - Accrued time off shall be on an hour for hour basis and the Employer agrees that employees shall be scheduled off for at least three (3) Saturdays per year.
- (c) **Non-Accrual** - Employees shall not accrue the one (1) hour when:
- (i) Sick leave lasts for one full week.
 - (ii) During weeks of vacation.
 - (iii) During leaves of absence without pay of one week or more.
- Accrued time shall be allocated on a first request first serve basis, where possible.
- (d) **Scheduling** - Prime time vacations and floating holidays shall take precedence over an employee's request for accrued time off. However, once scheduled and approved, seniority preference will not apply if after five (5) working days there is no contest by a senior employee for the same leave period.
- (e) **Maximum Accrual** - Accrued time off shall be taken after earned. After accruing twenty (20) hours, part or all of the time must be scheduled by the employee within two weeks, or management may schedule it.
- (f) **Termination** - Upon termination an employee will be compensated for all accrued time not taken at their regular straight time hourly rate.
- (g) **Doctor Appointments** - Employees will continue to use ATO as they have in the past, to attend Doctor appointments. Employees will not be required to use other paid time (vacation or floater) to attend Doctor appointments, unless the employee so chooses.
- (h) **Using Accrued Time – Accrued time off shall be scheduled and taken in minimum allotments of fifteen (15) minutes per absence.**

ARTICLE 7 - STATUTORY HOLIDAYS

7.01 Designated Stats - The following days will be observed as Statutory Holidays:

- | | | |
|-----|-----------------|----------------------|
| (a) | New Year's Day | Good Friday |
| | Easter Monday | Victoria Day |
| | Canada Day | British Columbia Day |
| | Labour Day | Thanksgiving Day |
| | Remembrance Day | Christmas Day |
| | Boxing Day | Family Day |

and such other holidays as are proclaimed legal holidays by Federal, Provincial or Municipal authorities.

- (b) **Entitlement** - An employee shall qualify for entitlement to Statutory Holidays under Part (a) after they:
- (i) have completed thirty (30) calendar days service with the Employer, and
 - (ii) have worked or earned wages at least fifteen (15) of the preceding thirty (30) calendar days.
- (c) **Regular Part Time Entitlement** - Regular part-time employees regularly scheduled to work sixty (60) hours or more per month shall be entitled to the above Statutory Holidays pro-rated based upon their regular hours relative to a full-time employee (36 hours).

7.02 Floating Holiday- In addition to the Stat Holidays referred to in 7.01 above, a full-time regular employee will be granted an additional two (2) days per calendar year to be taken as a floating holiday with pay at a time that is mutually agreeable.

Pro-rated the same as, Article 8 Vacation Entitlement, if full year not worked.

7.03 Stat Holiday on Scheduled Day Off - If a Statutory Holiday falls on a day which is not a regular working day, the previous Saturday shall be observed as the holiday. The Christmas Holiday schedule is to be discussed between the Parties and scheduled in advance.

7.04 Stat Holiday Within Scheduled Vacation - In the event any of the holidays enumerated in Section 1, occur during the period of an employee's vacation, an additional days vacation with pay shall be allowed for each holiday so occurring.

ARTICLE 8 - ANNUAL VACATION

Vacation Year Defined - The vacation year shall be January 1st to December 31st. All full-time regular employees shall receive a paid vacation in accordance with the following entitlement.

- 8.01 1st Year Entitlement** - In the first vacation year of employment an employee shall accrue a paid vacation of one (1) day for each month worked or portion thereof.
- 8.02 2nd Year Entitlement** - In the second vacation year of employment an employee shall receive a vacation of fifteen (15) working days. Pay for such vacation shall be at current salary when vacation is taken for the number of days accrued in the first vacation year or four per cent (4%) of gross earnings in the first vacation year, whichever is greater.
- 8.03 3rd - 5th Year Entitlement** - In the third to fifth vacation year of employment inclusive, an employee shall receive a paid vacation of fifteen (15) working days.
- 8.04 6th - 10th Year Entitlement** - In the sixth to tenth vacation year of employment inclusive, an employee shall receive a paid vacation of twenty (20) working days.
- 8.05 11th - 15th Year Entitlement** - In the eleventh to fifteenth vacation year of employment inclusive, an employee shall receive a paid vacation of twenty-five (25) working days.
- 8.06 16th – 24th Year Entitlement** - In the sixteenth to twenty-fourth vacation year of employment inclusive, an employee shall receive a paid vacation of thirty (30) working days.
- 8.07 25th Year Entitlement** - In the twenty-fifth vacation year of employment to the 29th vacation year of employment inclusive, an employee shall receive an additional day of paid vacation each year as per the following table:

25 th year	– 31 days	– 12.4%
26 th year	– 32 days	– 12.8%
27 th year	– 33 days	– 13.2%
28 th year	– 34 days	– 13.6%
29 th year	– 35 days	– 14.0% and every year thereafter.

Section 8.07 twelve percent (12%) plus a corresponding additional .4% for each additional year worked from the 25th through the 29th years.

8.08 Supplementary Vacation -

- (a) After fifteen (15) years of employment employees shall be entitled to one (1) week of supplementary vacation. After twenty (20) years of

employment employees shall also be entitled to one (1) week of supplementary vacation.

- (b) Supplementary Vacation may be carried forward in addition to one (1) week of regular vacation as per Article 8.11. Supplemental vacation must be used prior to granting additional supplemental vacation.

8.09 Vacation Pay Percentage of Earnings Option - Vacation Pay - For the entitlement's set out in Section 8.03, 8.04, 8.05 and 8.06, vacation pay shall be at current salary when vacation is taken or a percentage of gross earnings for the vacation year in which vacation was accrued, whichever is greater. The percentage amounts are as follows:

Section 8.01	-	four percent (4%)
Section 8.02	-	four percent (4%)
Section 8.03	-	six percent (6%)
Section 8.04	-	eight percent (8%)
Section 8.05	-	ten percent (10%)
Section 8.06	-	twelve percent (12%)
Section 8.07	-	fourteen percent (14%) – as per 8.07 above

A regular part-time employee becoming a full-time employee shall maintain their part-time seniority date for the purposes of vacation pay.

8.10 Option Difference- The difference if any between an employee's salary at the time vacation is taken and the appropriate percentage of gross earnings for the vacation year in which the vacation was accrued, shall be paid upon the employee's termination or when the vacation is taken. The employer will provide documentation of the calculation made to determine the amount.

8.11 (a) Consecutive Weeks- Employees shall be entitled to take the vacation to which they are entitled in consecutive weeks, except where the application of this provision interferes with the scheduling of all the employee's vacations in the prime period June through September.

(b) **Individual Days** - Employees may at their option, take fifteen (15) days of their vacation entitlement in individual days off during the current vacation year.

- i) Vacation requests for the last week of December running into the first week of January in the following year, shall be considered a "string", not individual days.

(c) **Notification of Cancelling Vacation** - An employee may cancel his/her vacation, floaters and ATO by giving one (1) days notice. Rescheduling of vacations will not bump any other approved time off.

- (d) **Requests For Time Off** - shall be approved in the following priority: vacations, floaters, ATO and Leave without pay.

8.12 Banking of Vacations - Employees shall be permitted to bank a maximum of five (5) days from the current vacation year, and take them in the following year.

8.13 Vacations Taken - Except as provided in Section 8.11 all vacations accrued in a vacation year shall be taken before December 31st of the following year.

8.14 Scheduling

- (a) Vacation, Floater, ATO and Leaves of Absence application forms must be completed and dated. The choice for these leaves shall be granted in line with seniority.
- (b) **During the Prime Time period, the scheduling procedure shall be, via seniority, employees will book two (2) weeks of holidays, consecutive or not, in the first pass, enabling all employees to have (2) weeks of choice. This choice is booked and based on seniority, and then passed along. On the second pass or following that, employees can book their remainder of holidays as per their allotment and seniority.**
- (c) However, seniority will not apply for any of these approved leaves if after five (5) working days there is no contest by a senior employee for the same vacation period.
- (d) **Prime time periods are defined as June 15 to September 15; December 15 to December 31.**
- (e) Vacation applications for the period June 15th through September 15th and December 15th through 31st shall be completed by the **March 1st** and shall be confirmed by the **15th of March**.
- (f) Vacations booked outside of prime-time as listed above, shall be approved up to one year in advance. Application forms shall be confirmed within ten (10) working days or earlier if possible.
- (g) Casuals will be entitled to request time off to a maximum of three (3) calendar weeks each year, based on date of hire, if relief is available. Such request will be considered once the full-time and part-time employees have had their vacations approved. A full-time employee or part-time employee may contest the casuals time off request within five (5) days as per Article 8.14 (c) above or as mutually agreed by the Union and the Credit Union.

8.15 Absences Affecting Vacation With Pay Entitlement - For employees with

more than one (1) year of continuous service, leaves of absence without pay, approved in writing by the Employer, shall be credited towards entitlement for annual vacations, but time spent on such leave shall not be counted in computing vacation pay.

8.16 Absences Not Affecting Vacation With Pay Entitlement

- (a) For employees with more than one (1) year of continuous service, absence due to injury/illness for a period of up to one (1) year shall be credited towards both vacation entitlement and vacation pay
- (b) Leave of absence for annual vacation, statutory holidays, Union Business (9.02 a), bereavement leave (9.03) and jury or witness duty (9.04) will not result in a reduction of vacation pay.

ARTICLE 9 - LEAVES OF ABSENCE

9.01 Leave of Absence Injury/Illness - The Employer will grant leave of absence to employees suffering injury or illness for a period up to twenty-four (24) calendar months, subject to a medical certificate, if requested by the Employer. The employee shall report or cause to have reported to the Employer the injury or illness which required his absence from work as soon as may be reasonably possible.

9.02 (a) Union Business - Upon written notice of five (5) calendar days, the Employer will grant leave of absence without pay to employees who are elected as representatives to attend Union meetings, Steward Training and Union conventions or as members of any negotiating committee of United Steelworkers Local 1-405 in order that they may carry out their duties on behalf of the Union. The Employer shall not be required to grant such leave when the number of employees on leave, or to be on leave, at any one time under this Section, exceeds two (2) in number; provided that the Employer will grant leave to more than two (2) employees where, in its opinion, it will not have the effect of interfering with the normal efficiency of the office.

(b) **Union Position** - Upon written notice of twenty (20) calendar days the Employer will grant leave of absence without pay to employees who are appointed or elected to Union position for a period up to and including two (2) years. Further leave of absence may be granted by mutual consent. The employee who obtains his/her leave of absence shall return to his/her Employer within thirty (30) calendar days after the completion of his/her term of employment with the Union. The Employer shall not be required to grant such leave of absence to more than one employee at a time.

(c) While on Union Leave under this article the Credit Union will pay the associated wage cost (including vacation) incurred while on leave referred to in Article 9.02 a). The Credit Union will then invoice the union for wages and any stat pay, incurred while on union business. The Union will remit payment for said wages within thirty (30) days.

9.03 Bereavement Leave

(a) **Death in Family** - When death occurs in a family of a regular full-time employee or part-time employee regularly scheduled to work for sixty (60) hours per month or more (family defined as parent, spouse, child, **foster child**, step-parents, step-children, sister, brother, **son-in-law**, **daughter-in-law**, mother-in-law, father-in-law, grandparents and grandchildren), the employee shall be granted an appropriate leave of absence for which he/she shall be compensated at his/her straight time rate of pay for days absent from his/her work schedule for a maximum of five (5) consecutive business days. Spouse shall mean a person publicly represented by the

employee as his/her spouse as provided under judicial law.

- (i) When the employee advises the Employer in writing at the time of death that the event to recognize the death will be delayed, the employee shall be granted an appropriate leave of absence for which he/she shall be compensated at his/her straight time rate of pay for days absent from his/her work schedule for a maximum of five (5) consecutive business days.
 - (ii) **Family Member** - When death occurs to a family member other than provided in 9:03(a) the employee shall be granted one (1) days leave of absence without loss of pay to attend the funeral.
- (b) **Entitlement for Vacations and Holidays** - Compensable hours under the terms of this Section will be counted as hours worked toward qualification for vacations and for recognized holidays but will not be counted as hours worked for the purpose of computing overtime.
- (c) **Leave of Absence** - Part-time regular employees regularly scheduled to work less than sixty (60) hours per month shall be granted an appropriate leave of absence for which he/she shall be compensated at his/her straight time rate of pay for days absent from his/her regular work schedule for a maximum of three (3) consecutive business days.
- Casual employees are entitled to a maximum of three (3) paid days of bereavement where the employee had previously been scheduled to work.
- (d) **Vacation Reimbursement** - In instances where an employee on vacation experiences a death that would otherwise have entitled that employee to bereavement leave, then his/her vacation will be credited with the equivalent bereavement leave.

9.04 Jury Duty

- (a) **Pay for Jury Duty**- Any full-time regular, or part-time regular employee who is required to perform Jury Duty, Coroner's Jury Duty, Coroner's Witness or Crown Witness on a day on which she/he would normally have worked will be reimbursed by the Employer for the difference between the pay received for such duties and his/her regular straight time rate of pay for his/her regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of seven and one-half (7 ½) hours per day or thirty-six (36) hours per week, less statutory pay received for the said jury or witness duties. The employee shall be required to furnish proof of payment made for the said duties.
- (b) **Entitlement for Vacations and Holidays** - Hours paid for under the provisions of this Section will be counted as hours worked toward

qualification for vacations and recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

9.05 Maternity/Parental Leave

- (a) **Employment Standards** - Leave of absence without pay in the case of pregnancy shall be granted in accordance with the Employment Standards Act.
- (b) **Written Notice** - All **maternity** leave of absence requests shall be in writing and show the last day to be worked and the expected date of return to work.
- (c) **Extended Maternity/Parental Leave** - Up to six (6) months without pay will be granted upon receipt of a medical certificate.
- (d) **Pension Benefit Continuation** - In accordance with Section 53 of the Employment Standards Act, the services of an employee who is absent from work in accordance with this part shall be considered continuous for the purposes of Sections 36, 37 and Part 5 and any pension, medical or other plans beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:
 - (i) the Employer pays the total cost of the plan,
 - (ii) the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the Employer and the employee.
- (e) **Unable to Perform** - In accordance with Section 51 of the Employment Standards Act the Employer may require an employee to commence **maternity/parental** leave where the duties of the employee cannot reasonably be performed due to conditions arising out of the pregnancy, and to continue the leave until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.
- (f) **Vacation pay** - For the period where an employee is on **maternity/parental** leave as provided for in the Employment Standards Act shall be calculated as if the employee continued to work.

9.06 Other Leaves Without Pay

- (a) **Campaigning** - The Employer may grant unpaid leave of absence for a period of up to four (4) weeks to an employee nominated and campaigning for elective Federal, Provincial and Municipal office.
- (b) **Public Office** - An employee elected to Federal, Provincial or Municipal

office which requires his/her full time participation may be granted leave without pay during the term of such office.

- (c) **Notice Required** - For the purpose of this Section, twenty (20) calendar days notice is required.

9.07 Compassionate/Educational/Extended Vacation Leaves - The Employer may grant leave of absence up to a maximum of six (6) months without pay to employees for compassionate reasons or for educational or training or extended vacation purposes, conditional upon the following terms:

- (a) **Notice** - That the employee apply at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) **Reasons** - That the employee shall disclose the grounds for application.
- (c) **Approval** - That the Employer shall grant such leave where a bona fide reason is advanced by the applicant or may postpone leave for educational or training purposes where a suitable replacement is not available.
- (d) **Temporary Employment** - Leave for educational or training shall not apply to students employed on a temporary basis.
- (e) **Consult Office Committee** - The Employer shall consult with the Office Committee and Local Union in respect to any application for leave under this Section.

9.08 (a) Requests - Any employee desiring leave of absence must obtain same in writing from the Employer.

- (b) **Local Union Notified** - Leave of absence granted to an employee under Section 5, Section 6 and Section 7, or for any other reason not specified herein, a copy of such leave of absence shall be forwarded to the Local Union.

9.09 Return to Work Notice - Employees on leave of absence and/or illness for an indeterminate period, or employees who wish to return to work prior to the expiration date of leave of absence for a fixed period, shall give the Employer notice of intention to return to work on the preceding working day in the case of illness and one (1) week in case of leave of absence in accordance with Credit Union Policy.

9.10 Benefit Coverage - When an employee is on leave of absence as provided for in Parts 9.01 (for the Weekly Indemnity period), 9.02(a), 9.03, 9.04 and 9.05 of this Article, the Employer will continue to pay benefit premiums. Employees on other approved leaves of absence may continue benefit coverage providing they pay

the premiums monthly, in advance.

9.11 Family Responsibility Leave

- (a) An employee is entitled to thirty-six (36) hour of accumulated sick leave per calendar year to meet responsibilities related to:
 - (i) The care, health or education of a child in the employee's care, or
 - (ii) The care of any other member of the employee's immediate family.
- (b) In the event that an employee does not have sufficient days of accumulated sick leave available for this purpose, such employee shall be permitted to take the balance as unpaid leave.
- (c) Notwithstanding (a) and (b) above, it is understood that time off for Family Responsibility Leave shall not exceed thirty-six (36) hours in total, including both paid and unpaid leave.
- (d) Immediate family is as defined in the Employment Standards Act under Family Responsibility Leave.

9.12 Domestic Violence Leave

- (a) **In each calendar year, the employer shall grant an employee who has experienced domestic violence a twelve week leave of absence. Employees on such leave will be permitted to use accumulated sick leave during the absence. Where there is not enough sick leave within the employee's bank, such leave shall be granted without pay.**
- (b) **Employees on leave in the above noted situation shall continue to accrue seniority.**

ARTICLE 10 - BENEFITS

10.01 Benefit Coverage - All full-time regular and part-time employees who regularly work for sixty (60) hours or more per month shall be entitled to coverage for themselves and their dependents pursuant to the terms of the current Carrier, as amended from time to time, on the first day of the month following completion of probation, and subject to eligibility set out by the terms of the Carrier. The minimum benefit coverage is provided in 10.02.

Re: Carrier - If another reputable and stable Benefit Carrier can provide substantially the same level of benefits at reduced costs then the parties may mutually agree to change the Carrier.

- (a) **Benefits for Casuals** - Effective January 1st, 1998 a casual employee who has worked an average of sixty (60) hours per month or more in the previous twelve (12) month calendar year may join the Benefits Program on a pro-rata basis, as per the Agreement with the current Benefits Program, a minimum average of sixty (60) hours work per month must be maintained to retain eligibility. Eligibility will be reviewed annually. A casual employee may only opt into the program once per year.
- (b) **Benefits for Part-Time**-Effective January 1, 2004 a part-time employee who has worked an average of sixty (60) hours per month or more in the previous twelve (12) month calendar year may join the Benefits Program on a pro-rated basis, as per the Agreement with the current Benefits Program. A minimum average of sixty (60) hours work per month must be maintained to retain eligibility. Eligibility will be reviewed annually. A part-time employee may only opt into the program once per year.

Pro-rata for (a) & (b) above will be based on the average hours over the previous 12 month calendar year.

10.02 Benefits Program - Details of the Benefits Program are contained in brochures provided by the Employer. The following benefits shall be fully paid by the Credit Union and shared on a pro-rated basis for employees regularly scheduled to work sixty (60) hours or more per month.

Group Life Insurance	Accidental Death and Dismemberment
Extended Health Care -	(Vision Care - \$400/24 Months)
Medical Services Plan	Dental Plan 5(75/75/50 - \$3,000 Ortho Lifetime Maximum)
Weekly Indemnity - Option A	Long Term Disability - Option B
Employee and Family Assistance Plan	

- (a) **Health Care Spending Account** – The Employer agrees to establish a Health Care Spending Account for each employee and agrees to contribute **three** hundred dollars (**\$300.00**) per year, upon provided receipts.

Extended Health Care – Deductible will **be** \$100.00

10.03 Sick Leave - Full-time regular, and part-time regular employees regularly scheduled to work sixty (60) hours per month or more, who are unable to work because of illness shall receive pay on the following basis:

- (a) **Accrual** - Employees shall accrue a paid sick leave entitlement of 7.5 hours (pro-rated for regular part-time) for each month worked in a calendar year (January 1st to December 31st) and may be used to enhance Salary Insurance Benefits to 85% of salary.
- (b) **Non Accrual** - If no sick time is accrued then sick days will be unpaid.
- (c) **Maximum Accrual** - Unused sick leave may be accumulated from year to year to a maximum of four hundred and fifty (450) hours. Once an employee reaches a maximum of four hundred and fifty (450) hours the employee is entitled to ninety (90) hours and still remain at the maximum of four hundred and fifty (450) hours. If the employee uses in excess of ninety (90) hours, then the employee will deduct from the accumulated four hundred and fifty (450) hours. There will be no pay out of unused accumulated sick days.
- (d) **Concerns** - The Employer will bring any concerns about sick leave usage to the Labour Management Committee and the Parties will discuss remedies to the concern.
- (e) **Salary Insurance Pay and Forms** - The employee's sick leave accumulated shall be deducted for each day of illness. After a ten (10) day waiting period an eligible employee will receive two-thirds (2/3) salary from the insurance plan for the duration of the illness in accordance with the provisions of the Plan. It is the responsibility of the employee to complete and file the necessary application forms to receive payment.

The Credit Union will advance employees the equivalent of the insured amount for the first two week period, where delays are experienced in a STD claim. Upon receipt of the benefit, the employee will reimburse the advance to the Credit Union. If further delays are experienced, a personal Line of Credit would be made available at 0% until the benefit is received. The Line of Credit will be repaid from any benefits received or from the employee's sick bank or time off entitlement, should the claim be denied.

- (f) **Pregnancy Related Illness** - It is understood that an employee who becomes ill while pregnant or has a pregnancy related illness shall be given claim forms by the Employer, to be forwarded to benefit provider to determine eligibility for sick benefits as provided.

- (g) **Vacation Sick Leave** - Employees while on vacation, which may include floaters and ATO may claim sick leave for illnesses in excess of three (3) days, subject to a Doctor's Certificate.
- (h) **Employees Responsibility** - It is the employee's responsibility to submit a sick leave form on the first day upon returning to work from sick leave.
- (i) The employer will cover the cost of any Doctor's certificate required under this article when required by the employer for a W.I. or L.T.D. claim.
- (j) All accrued Sick Leave hours shall remain intact when an employee changes from full-time/part-time to casual status. The sick leave hour accumulation may be accessed when the casual employee returns to full-time/part-time status.

10.04 Pension Plan

- (a) The Pension Plan shall be the Central One Credit Union Pension Plan and shall be a condition of employment for full-time regular employees effective after the first of the month following completion of one (1) year's service. The Pension Plan for regular part-time employees scheduled to work sixty (60) hours or more per month after completion of one (1) year (240 working days) shall be five (5%) per cent of salary put into an RRSP (locked in for term of employment). This may be matched by employee contributions.
- (b) **RRSP Contributions: For employees covered by the Defined Contribution Money Purchase Plan, the Employer will open a RRSP account for each employee and contribute up to four (4%) percent to the RRSP provided the employee matches the Employer's contribution.**

ARTICLE 11 - SALARIES

- 11.01 (a) Effective date of ratification** all employees on the payroll at date of ratification will receive an **increase** of two (2%) percent of their current wage rate, **retroactive to June 1, 2018.**
- (b) **Effective June 1, 2019** - an increase of two (2.00%) percent will be added to all categories.
- (c) **Effective June 1, 2020** - an increase of two (2.00%) percent will be added to all categories. .
- (d) **Pay Periods** - will be bi-weekly by direct deposit.
- (e) **Survival First Aid** - The Credit Union will pay the cost of the course and a One hundred (\$100.00) Dollar bonus on successful completion. Employees shall be designated on a rotation basis and shall be paid Twenty-five (\$25.00) Dollars per week when designated.

11.02 New Classification Rate of Pay - When a new job classification is created the Employer may set an interim rate and shall then notify the Local Union as to the particulars. The official job title will be discussed with the Union and the rate will then be negotiated between the Parties.

11.03 Job Descriptions Rate of Pay - Job Descriptions are written with the intent to set forth the level of skill required and shall not be construed as imposing any restrictions 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, provided 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 revised rate will be negotiated between the Parties. The effective date for the new rate shall be the date the job was submitted for review.

Job descriptions will be reviewed by the Employee, the Union Rep and the Supervisor when changes to the position are made.

11.04 Promotional Increases Rate of Pay - Upon promotion, an employee's salary will be at a higher step in the higher salary range which will ensure a minimum of Seventy-five Dollars (\$75.00) when advancing between Groups 1, 2(a), 2(b), 3(a), 3(b) and One Hundred and Twenty-five Dollars (\$125.00) when advancing between Groups IV, V, VI and VII or to top out in the salary range for the Group they are promoted to.

Promotional increases will be effective from the date the employee assumes the new position.

11.05 Salary Progression

- (a) **Advancement** - Employees will advance to the next salary step in the range for the job in which they are working after six (6) consecutive months service at each step. For the purpose of this Section, a fraction of a month shall be considered as a whole month.
- (b) **Salary Progression Part Time Regular and Casual Employees** - Effective the date of ratification a part-time regular and casual employee will advance to each six (6) month step upon completion of one hundred and twenty (120) days worked.
- (c) **Salary Progression Full Time Accepting Regular Part Time Position** - When a full time employee accepts a regular part time position, he/she shall be placed at a minimum of the twelve (12) month step if the employee has completed 240 or more working days of service.

11.06 Probationary Employee - A new employee may be advanced to a higher salary step by the Employer after completion of his or her probationary period. In such cases the Office Committee will be notified.

This provision will also apply to a full-time regular moving to part-time regular or casual employment.

11.07 Training Program - A training program shall be provided, mutually agreed upon between the Union Committee and Management.

11.08 Promotion Increase - An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification shall be paid at the higher rate as determined in Article 11.04 above for the period so employed and will continue to progress through the scale in 11.05 (a) or (b).

When an employee is replacing an employee who is two (2) or more groupings above, the relief rate will be a minimum of \$125.00/month between Groups 1, 2(a), 2(b), 3(a), 3(b) and \$175.00 per month for Groups IV, V, VI and VII or top out in the salary range for the group they are relieving in.

When an employee is relieving in a group below their regular posted group they will maintain their regular rate of pay or up to the top of the scale they are relieving in but no higher.

ARTICLE 12 - SENIORITY

- 12.01 Definition** - Seniority is defined as the length of an employee's continuous service with the Employer and its predecessors.
- 12.02 Recognition** - The Employer will recognize the principle of seniority, skill and ability considered.
- 12.03 Job Protection/Recall Rights** - Seniority will determine the employee's job retention rights, recall rights and entitlement to promotions, skill and ability considered.
- 12.04 Selection** - The selection and promotion of supervisory officials shall be entirely a matter for the employer's decision but in making a selection, length of continuous service shall be given due consideration.
- 12.05 Leaving Bargaining Unit** - Except as provided in Section 7 following, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the unit for the purpose of determining seniority credit.
- 12.06 Returning to Bargaining Unit Within 3 Months** - When a member of the bargaining unit is promoted to a management position, it is agreed that they shall have the right to return to their former position within a period of three (3) months from the date of their promotion with no loss of seniority.
- 12.07 Casual Employee's Seniority** - No seniority shall accrue for short terms of temporary or casual work except where a casual employee becomes a full-time regular employee without a break in service. In such cases seniority shall start from the last date the employee started work as a casual employee.
- 12.08 Seniority Accrual** - An employee laid off and placed on the recall list under Article 13, Section 3, will retain and continue to accumulate seniority during the period of lay-off.
- 12.09 Leave of Absence Accrual** - An employee on approved leave of absence will continue to accrue seniority.
- 12.10 Part-Time Regular Employees**
Seniority for employees in this category shall be as follows:
- (a) **Separate Seniority List** - They shall be on a separate seniority list from full-time regular employees, defined in Article 5, Section 3 of the Agreement.
 - (b) **Accrual** - They shall accrue continuous seniority from the date they become a part-time employee.

- (c) **Reduction of Staff** - Should a reduction in staff become necessary, part-time employees will not be allowed to exercise their seniority to displace a full-time regular employee.
- (d) **Part Time Becomes Full Time** - A part-time employee who becomes a full-time regular employee shall be placed at the bottom of the full-time employees' seniority list effective the date of such change in status and shall accumulate seniority as a full-time regular employee from that date onward in accordance with the provisions of this Agreement.

12.11 Provide Seniority List - The Employer will supply the office Union Committee with a revised seniority list every three (3) months. In the case of casual or part-time regular employees who become full-time regular employees, the seniority list will indicate the Company seniority date along with the seniority date for job posting purposes. The employee has thirty (30) calendar days after the seniority list is distributed to dispute the seniority listing unless unable to do so. After such time the seniority list is considered mutually agreed upon.

12.12 Job Security - If it is the intent of the Employer to move a position from one office to the other, then the Employer will:

- (a) **Notice** - provide sixty (60) days notice,
- (b) **Discuss** - discuss the move with the Union.

An employee may choose to give up their position and take one opportunity to bump where their seniority will take them. Should an employee choose to bump to a lower classification, the employee will be red circled.

Where a full time employee bumps into a part time position, then his/her benefits listed in Article 10.02 will be maintained as full time for a period of six (6) months after layoff while he/she is employed on a part time basis.

ARTICLE 13 - LAYOFF AND RECALL

13.01 Reduction of Forces - In the event of a reduction in forces, the last person hired shall be the first released subject to the competency of the person involved.

13.02 Notice of Lay Off - Regular full-time employees and part-time employees shall be given two (2) weeks notice of layoff or two (2) weeks salary in lieu of notice.

13.03 Seniority Retention - Regular full-time employees or part-time employees who are laid off due to lack of work shall be placed on a recall list and retain seniority in accordance with service as follows:

less than one (1) years' service	eight (8) months
one (1) or more years' service	One (1) year plus one (1) additional month for each year's service up to an additional six (6) months

13.04 Recall - In the event of a job vacancy persons on the recall list shall be recalled in order of seniority, competency considered.

13.05 Notice of Recall - Notice of Recall to an employee on the recall list shall be sent by registered mail to the employees last known address. An employee on the recall list may be bypassed under the following circumstances:

where the employee fails to respond to the notice within three (3) calendar days of receiving it,

where the Employer has not been able to contact the employee by registered mail in thirty (30) calendar days.

13.06 An employee bypassed under the foregoing conditions shall be kept on the recall list for his/her remaining recall period.

(b) **Employer Informed of Address** - It shall be the employee's responsibility to keep the Employer informed of his /her address during layoff.

ARTICLE 14 - JOB POSTING

- 14.01 (a) Positions Vacant or Created-** All jobs upon becoming vacant or when created shall be posted on a bulletin board on all the Employer's premises for three (3) full consecutive working days. The notice shall indicate job title, category, salary, tentative start date, branch **hours of work and days of work**, and a brief outline of the duties involved. A copy of the notice shall be sent to the Office Committee. Within five (5) working days the Employer shall post the name of the successful applicant(s) for two (2) working days. A copy of the awarded job shall be forwarded to the Office Committee.
- (b) **Bidding-** An employee may bid on vacant positions which may involve a promotion, lateral transfer, or a lower classification.
- (c) **Vacancies Filled From Within Bargaining Unit-** It shall be the intent of the Employer to fill all job vacancies from within the bargaining unit.

14.02 Job Postings Absentee Bids

- (a) **LOA -** Employees absent on approved leave of absence, layoff, illness or accident at the time of the job posting will be permitted to bid on the position within three (3) working days of his/her return to work but in no event later than sixty (60) calendar days after the posting.
- (b) **Maternity/Parental Leave -** In the case of maternity/parental leave, the Employer will ensure these employees are informed of job vacancies and will accept absentee bids.
- (c) **Employee Declining -** Employees under (b) above, who decline the opportunity to place an absentee bid on any job postings during the maternity/parental leave absence, shall have no rights to those particular job postings upon their return to work.
- (d) **Returning -** The Employee in (b) above must return to work **within one week after expiration of the maternity/parental leave allowed under the Employment Standards Act of BC.**
- (e) **Notifying Employer -** It is the responsibility of the Employee to notify the Employer of his/her contact information.
- 14.03 (a) Job Posting Forms -** All bids on posted job vacancies shall be on a form provided by the Employer.
- (b) **Selection Preference -** Preference in selection shall be from full-time regular, part-time regular and casual employees in that order.

- (c) **Denied Posting Right to Know** - An employee not selected shall upon request be given the reason therefore. This shall be done in the presence of a Job Steward if the employee so desires.

14.04 Training Period - An employee selected for a position through job posting will receive a maximum training period of twenty (20) working days. Up to the end of the training period an employee may voluntarily return to, or upon failing to qualify, after reasonable training, the Employer may direct the employee to return to his/her former job. No loss of seniority will result.

The training period may be extended by mutual consent.

Training will be scheduled to be as continuous as possible.

- 14.05 (a) Temporary Vacancies** - Upon a temporary vacancy being created due to absence of a regular employee as a result of sickness or leave of absence (to a maximum of four (4) consecutive months), vacations or ATO, this vacancy shall be filled by the "spare" for that position.
- (b) **Temporary Vacancies Posting** - The Employer agrees to post notice of temporary vacancies of four (4) consecutive months or longer being created due to absence of a regular employee, as a result of sickness, leave of absence and vacations.
- (c) **Benefits for Casual & Regular Part Time** - Casual and regular part time employees awarded temporary positions shall receive the benefits of the temporary position for the length of the temporary posting.
- (d) **Casual Working Days Recognized** - Casuals awarded temporary positions will have their working days of service recognized.
- (e) **Employee Status** - A regular full time or regular part time employee who bids into the temporary posting will revert to his/her previous position on the expiry of the temporary vacancy.
- (f) **Training Period** - An employee selected for a temporary position through job posting shall be allowed a maximum of twenty (20) working days for training.
- (g) **One Temporary Posting At A Time** - Employees already assigned to a temporary posting will not be able to bid into another temporary posting unless the temporary posting they are in will expire in two (2) weeks or less.

Employees already assigned to a temporary posting for twelve (12) months and where the return of the incumbent is uncertain, then that temporary employee will be able to bid into another temporary posting.

- (h) **Regular full time employees** cannot normally bid downward on temporary postings. The Parties will discuss and must mutually agree beforehand to any exceptions.

14.06 Filling a Job Posting – Where an employee has been selected to fill an immediate job vacancy, and where circumstances are such that the move cannot be effected within fourteen (14) calendar days, the Employer will notify the Union. If an employee cannot be moved to his/her new position within fourteen (14) calendar days from the date of selection, he/she will assume the seniority of the new position, if moving up from their current seniority (Casual to Part-time or Casual to Part-time to Full-time only) fourteen (14) days from the date of selection or the date of the vacancy whichever comes first.

Where an employee has been selected to fill a future job vacancy, such as a retirement or **maternity/parental** leave, and where circumstances are such that the move cannot be effected within fourteen (14) calendar days, the Employer will notify the Union. If an employee cannot be moved to their new position, they will assume the seniority of the new position, if moving up from their current seniority (Casual to Part-time or Casual to Part-time to Full-time only) within fourteen (14) days after the tentative start date.

ARTICLE 15 - TECHNOLOGICAL CHANGE

- 15.01 Notice** - Upon notice being given under Article 15.02 a Joint Union/Management Committee shall be structured to deal with issues relating to technological or systems change.
- (b) **Definition** - For the purposes of this Article, Technological Change shall be as interpreted in the Labour Relations Code.
- 15.02 Notice of Intent** - The Employer shall notify the Union Committee and the Union not less than three (3) months in advance of intent to institute changes in working methods or facilities which would involve the discharge or layoff of employees.
- 15.03 Co-Operate With Training**- The Employer shall co-operate with the Government of British Columbia and participate in every way possible in the training or retraining of employees so affected.
- 15.04 Retraining**- In the event of proposed technological changes such as the introduction of office machinery, or automated accounting systems, whether such changes occur at this or any other Employer related locations, which have an effect on office workers positions covered by this Agreement, the Employer agrees to discuss with the Union representatives such changes and to offer employment to his present employees before hiring from the outside market. The Employer further agrees to institute a training program for those employees who wish to accept employment in these positions.
- 15.05 Retain Present Salary**- The salary for any position thus created is to be negotiated with the Local Union. Employees who are being retrained or who accept a position so created shall retain their present salary and shall be considered as incumbents with red circle protection. However, such employees will have the option of terminating their employment and accepting severance pay as outlined in 15.06, providing they exercise this option within a six (6) month period.
- 15.06 Severance Pay Due and Payable** - Employees terminated or laid off because of mechanization, technological change or automation shall be entitled to severance pay of one (1) week's pay for each year of service with the Employer. The amount calculated under such entitlement shall not exceed a maximum of **thirteen (13)** weeks' pay.

ARTICLE 16 – MERGERS, AMALGAMATIONS AND ACQUISITIONS

16.01 Severance Pay in Case of Future Mergers, Amalgamations and Acquisitions –

- a) Severance pay will be paid to the full-time and part-time employees laid off as a result of future mergers, amalgamations and/or acquisitions, provided such lay off occurs within one year of the occurrence of the merger, amalgamation or acquisition.**
- b) For full-time employees, the amount of notice, or pay in lieu of notice, shall be one (1) week at the employee's current regular salary for each year of service to a maximum of thirteen (13) weeks.**
- c) For part-time employees, the pay in lieu of notice shall be on a pro-rated basis.**

16.02 Severance Pay

Maximum Pay - Employees terminated by the employer because of a permanent, full or partial closure of the worksite shall be entitled to severance pay, at the employee's current regular salary rate, equal to one (1) weeks pay for each year of service and thereafter for partial years in increments of completed months of service with the employer. The amount calculated under such entitlement shall not exceed a maximum of thirteen (13) weeks pay.

16.03 Notice - In the event of such a closure, full or partial, employees affected will be given sixty (60) days notice.

16.04 Layoff/Termination - An employee may choose layoff and be placed on the recall list. Severance will become due at the end of the layoff period or if the employee elects to terminate during the layoff period.

16.05 Compounding – It is not the intent to compound any of the severance entitlements.

ARTICLE 17 - GENERAL PROVISIONS

17.01 Union Reps Access to Employer Premises - Official Union representatives shall obtain access to the Employer's premises for the purpose of this Agreement by written permission which will be granted by the Employer on request and subject to such terms and conditions as may be laid down by the Employer.

17.02 No Strikes or Lockouts - The Employer shall not cause or direct any lockout of employees during the life of this Agreement, and neither the Union nor any representative thereof, nor any employee shall in anyway authorize, encourage or participate in any strike, walkout, suspension of work, or slow down on the part of any employee or group of employees during the life of this Agreement until all provisions of this Agreement relating to grievance and arbitration procedure have been complied with, unless failure to comply with such procedure is due to any act or refusal to act or misconduct of the Employer.

17.03 Signing Authority - The Union agrees to advise the Employer of the names of the persons who have authority to sign Agreements on behalf of the Local Union.

17.04 Revision of Rates - It is agreed and understood that no new upward or downward revision of rates will be established by the Employer without mutual agreement with the Local Union except as elsewhere provided in this Agreement.

17.05 Lapel Pins/Decals - Union members may wear a Union lapel pin and the Credit Union agrees to display an appropriate decal in a mutually agreeable location on the premises. The decal will be replaced at Employer's cost if damaged or destroyed.

17.06 Progressive Discipline

- (a) The value of progressive discipline with the aim of being corrective in application is recognized by both parties.
- (b) **Right to Representation** - Should it be necessary to discuss with an employee a matter which could result in disciplinary action being taken, such discussion will be conducted in the presence of an Office Committee member unless specifically requested otherwise by the employee.
- (c) **Verbal Warning** - The substance of the Employer's complaint will be discussed with the employee to determine if discipline is warranted. If discipline is warranted, it shall be in the form of a verbal warning and shall be noted on the employee's personnel record.
- (d) **Written Warning** - If subsequent disciplinary action is necessary, on the same matter, it will be presented to the employee in writing.
- (e) This procedure does not prevent the Employer from suspending or

dismissing an employee for just cause.

- (f) **Discipline on the File** - When discipline is to be recorded in an employee's file, the employee may sign a form indicating awareness of such discipline.
- (g) **Personnel Files** - Employees shall have the right to review their personnel files upon reasonable notice, and in the presence of a Supervisor.
- (h) **Removal of Discipline** – All notes, warnings and suspensions shall be removed from the employee's file after thirty-six (36) months if discipline free during the thirty-six (36) month period.

17.07 Union Bulletin Board - The Employer shall supply an adequate official bulletin board for the use of the Committee in posting official notices.

17.08 Notification of Promotions - Once each month, the Employer shall notify the Union in writing of all promotions, hires, layoffs, transfers, recalls and terminations of employment within the bargaining unit.

17.09 Safety and Health -

- (a) **Conditions** - The Employer shall provide adequate conditions including proper lighting, heating, ventilation and washroom and lunchroom facilities.
- (b) **Ergonomics** - The Credit Union will ensure all work stations and areas of the workplace are ergonomically designed, set up and equipped as such at the time of renovations. Areas of concern will be assessed and corrected as soon as possible. Health and Safety Committee will review on going.
- (c) **Unsafe Equipment/Conditions** - No employee shall be expected to work with unsafe equipment or under unsafe conditions. An employee who has reasonable cause to believe that unsafe conditions exist shall report same immediately and such conditions shall be investigated by the Manager together with a Union Committee member and rectified as soon as possible.

17.10 (a) In-House Benefits - Service charges for two (2) membership accounts, money orders and traveller's cheques shall not be charged to employees. Administration charges for operating all other accounts within the Credit Union shall be at the Credit Union's cost (i.e. registration of legal documents).

- (b) **Mortgage Option** - Employees who choose Heritage Credit Union Open

Mortgage option at time of renewal or issue, will be given the lowest staff discount mortgage rate available.

- (c) Employees choosing the Open Mortgage shall have the option to reduce staff mortgage / loan interest rates once during the mortgage term or choose a fixed term staff mortgage at no cost or penalty.
- (d) Staff discount mortgage rates are discounted from posted rates as follows:

1 Year	1.25%
2 Year	1.50%
3 Year	1.75%
4 Year	1.75%
5 Year	1.75%

- (e) **All employees shall be entitled to apply for** Personal loans / lines of credit / open mortgages at Central One Credit Union prime rate minus (-) .50%.
- (f) Fixed Rate Investments - .25% greater than the posted rate for all deposits, which may start at a minimum of one hundred dollars (\$100.00).
- (g) Insurance Products: Employees shall receive a fifty (50) percent reduction on commission charged upon personal lines insurance policy purchased from HG Insurance Agencies Ltd. For the purposes of this clause, personal lines are defined as policies which cover the employee's primary residence, recreational vehicles, motor homes, campers and boats, but does not include rental properties or any vehicles normally covered by ICBC.

The above (d) and (f) are effective the date of ratification.

17.11 Safety Deposit Box- Employees shall be entitled to a small safety deposit box or equivalent credit towards a larger box.

17.12 Employment Standards Act - This Collective Agreement incorporates as minimum standard contractual terms all of the provisions of the Employment Standards Act.

17.13 Foreign Currency

- (a) **All employees shall be entitled to purchase US funds, for personal use, at the Central One Credit Union buy rate.**
- (b) **All employees shall be entitled to purchase foreign currency for personal use at the preferred rate, if available.**

17.14 Line of Credit/Personal Loans - Upon signing a contract at current rate and a side agreement which acknowledges that the original contract will be null and void if:

- (a) The account becomes delinquent in excess of thirty (30) days, or
- (b) Notice of termination has been issued.

All employees shall be entitled to apply for Credit Line Accounts described in Clause 17.10 (e) above.

17.15 Personal Vehicle Rates -

- (a) Use of a personal vehicle shall be paid at the same rate as for Management and Board of Directors in accordance with Board Policy.
- (b) Mileage reimbursement to attend education/training courses on an employee's day off shall be calculated from the employee's residence.
- (c) An employee who reports to work at a facility and who is, in the same day, subsequently required to go to another facility to work shall be paid mileage for the distance between the two facilities.
- (d) A Full-time or Part-time employee who is required by the Employer to report to a facility other than their normal work location shall be paid mileage.

17.16 Humanity Fund - \$0.01/hr. per employee paid by the employee. The Employer will deduct \$0.01 per hour from the wages of all employees in the bargaining unit for all hours worked and on May 15th and November 15th pay the amount deducted to United Steelworkers National Office, 800 – 234 Eglinton Avenue East, Toronto, Ontario, M5P 1K7 and to advise in writing to both the Humanity Fund at the aforementioned address and the local union that payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.01 Outline of Steps - The Employer and the Union mutually agree that, when a grievance arises it shall be dealt with without stoppage of work in the following manner:

- Step 1:** The individual employee, with or without a Job Steward, shall first take up the matter with the Supervisor in charge of the work within fourteen (14) calendar days or within fourteen (14) calendar days from when the employee became aware.
- Step 2:** If a satisfactory settlement is not then reached, it shall be reduced to writing by both Parties, when the same employee and the Committee shall take up the grievance with the Office or Branch Manager. If desired, the Union Business Agent shall accompany the Committee.
- Step 3:** If the grievance is not then satisfactorily solved, it shall be referred to an authorized representative of the Union and the Management.
- Step 4:** If a satisfactory settlement is not then reached, it shall be dealt with by arbitration, hereinafter provided.

18.02 Grievance Abandonment - If a grievance has not advanced to the next stage under Step 2, 3 or 4, within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Committee, the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible. In the event the Employer is unable to comply with the time limits they will notify the Union.

18.03 Right to Refer - The Employer or the Union shall have the right to refer any dispute regarding the interpretation, operation or any alleged violation of this Agreement to the other Party at Step 3 of the foregoing.

18.04 Extension of Time Limits - The time limits set forth in this Article may be extended by written mutual agreement between the Union and the Employer.

ARTICLE 19 - ARBITRATION

19.01 Procedure - When any difference arises between the Parties as to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable or not, the matter may be referred by either Party to arbitration.

The Parties to this Agreement hereby agree to use the service of a single arbitrator as a means of settling grievances and disputes.

19.02 Notification - The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Section **18.01**, Step 4. The notice shall set out the question(s) in the opinion of the Party seeking arbitration, to be arbitrated.

19.03 Appointment of Arbitrator - The Parties to the dispute will thereupon within ten (10) working days decide upon an arbitrator. Failing agreement upon a person willing to act, either Party may apply to the Collective Agreement Arbitration Bureau to appoint an arbitrator.

19.04 Time Limit For Arbitrator - Upon agreed appointment of an arbitrator, the arbitrator shall hear the Parties, settle the terms of the question to be arbitrated if necessary, delivery his award in writing to each of the Parties, and the award shall be final and binding on the Parties. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

19.05 Cost/Expenses of Arbitrator - Each Party shall pay their own costs and expenses of the arbitration and one-half (½) of the remuneration and expenses of the arbitrator.

19.06 Inclusion of Section 103 - The Parties agree to incorporate Section 103 of the Labour Code into the Collective Agreement.

ARTICLE 20 - DURATION OF AGREEMENT

20.01 Length of Agreement - The Parties hereto mutually agree that this Agreement shall be effective from and after the 1st day of June, **2018** to midnight the 31st day of May, **2021**. This Agreement shall continue thereafter from year to year unless written notice of contrary intention is given by either Party to this Agreement within four (4) months immediately preceding the date of expiry of the Agreement. The notice required hereunder shall be validly and sufficiently served at the head office of Heritage Credit Union or United Steelworkers Local 1-405 within the four (4) month period immediately preceding the expiry date of the Agreement. If no Agreement is reached at the expiration of this Agreement and negotiations are continued, this Agreement shall remain in force up to the time an Agreement is reached or until negotiations are discontinued by either Party.

The Parties hereto agree that the operation of Section 50(2) of the Labour Relations Code is excluded from and is not applicable to this Agreement.

Dated this _____ day of _____ **2019**.

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
Heritage Credit Union

Wage Scales

Heritage Credit Union Collective Agreement June 01, 2018 to May 31, 2020

Group 1 - Teller, Teller Cash Cage									
Date	%		Start	6 Mo	12 Mo	18 Mo	24 Mo	30 Mo	36 Mo
01-Jun-18	2.00%	Hourly	22.95	23.52	24.11	24.81	25.43	-	-
		Salary	3,582	3,671	3,764	3,867	3,969	-	-
01-Jun-19	2.00%	Hourly	23.41	24.00	24.59	25.31	25.94	-	-
		Salary	3,654	3,744	3,839	3,944	4,048	-	-
01-Jun-20	2.00%	Hourly	23.88	24.48	25.08	25.82	26.46	-	-
		Salary	3,727	3,819	3,916	4,023	4,129	-	-

Group 2a -									
Date	%		Start	6 Mo	12 Mo	18 Mo	24 Mo	30 Mo	36 Mo
01-Jun-18	2.00%	Hourly	23.92	24.55	25.25	25.97	26.66	27.40	-
		Salary	3,730	4,506	3,937	4,050	4,160	4,275	-
01-Jun-19	2.00%	Hourly	24.40	25.04	25.76	26.49	27.19	27.95	-
		Salary	3,805	4,596	4,016	4,131	4,243	4,361	-
01-Jun-20	2.00%	Hourly	24.89	25.54	26.28	27.02	27.73	28.51	-
		Salary	3,881	4,688	4,096	4,214	4,328	4,448	-

**Group 2b -
 Receptionist/Steno**

Date	%		Start	6 Mo	12 Mo	18 Mo	24 Mo	30 Mo	36 Mo
01-Jun-18	2.00%	Hourly	25.04	25.48	25.94	26.35	27.19	27.63	-
		Salary	3,907	3,974	4,042	4,109	4,242	4,313	-
01-Jun-19	2.00%	Hourly	25.54	25.99	26.46	26.88	27.73	28.18	-
		Salary	3,985	4,053	4,123	4,191	4,327	4,399	-
01-Jun-20	2.00%	Hourly	26.05	26.51	26.99	27.42	28.28	28.74	-
		Salary	4,065	4,134	4,205	4,275	4,414	4,487	-

Group 3a - MSR/Teller, MSR/Steno/ATM, Clearing Clerk

Date	%		Start	6 Mo	12 Mo	18 Mo	24 Mo	30 Mo	36 Mo
01-Jun-18	2.00%	Hourly	24.45	25.11	25.85	26.53	27.26	27.99	28.83
		Salary	3,815	3,917	4,030	4,140	4,254	4,365	4,496
01-Jun-19	2.00%	Hourly	24.94	25.61	26.37	27.06	27.81	28.55	29.41
		Salary	3,891	3,995	4,111	4,223	4,339	4,452	4,586
01-Jun-20	2.00%	Hourly	25.44	26.12	26.90	27.60	28.37	29.12	30.00
		Salary	3,969	4,075	4,193	4,307	4,426	4,541	4,678

**Group 3b - MSR, Accounting/Clearing Clerk, Loans Clerk,
 Commercial Loans Clerk**

Date	%		Start	6 Mo	12 Mo	18 Mo	24 Mo	30 Mo	36 Mo
01-Jun-18	2.00%	Hourly	25.52	26.22	26.93	27.63	28.34	29.06	29.75
		Salary	3,981	4,093	4,201	4,313	4,422	4,530	4,641
01-Jun-19	2.00%	Hourly	26.03	26.74	27.47	28.18	28.91	29.64	30.35
		Salary	4,061	4,175	4,285	4,399	4,510	4,621	4,734
01-Jun-20	2.00%	Hourly	26.55	27.27	28.02	28.74	29.49	30.23	30.96
		Salary	4,142	4,259	4,371	4,487	4,600	4,713	4,829

Group 4 – Financial Services

Date	%		Start	6 Mo	12 Mo	18 Mo	24 Mo	30 Mo	36 Mo
01-Jun-18	2.00%	Hourly	26.12	26.89	27.63	28.41	29.16	29.90	30.66
		Salary	4,074	4,192	4,313	4,429	4,548	4,668	4,784
01-Jun-19	2.00%	Hourly	26.64	27.43	28.18	28.98	29.74	30.50	31.27
		Salary	4,155	4,276	4,399	4,518	4,639	4,761	4,880
01-Jun-20	2.00%	Hourly	27.17	27.98	28.74	29.56	30.33	31.11	31.90
		Salary	4,238	4,362	4,487	4,608	4,732	4,856	4,978

Group 5 - Loans Officer II

Date	%		Start	6 Mo	12 Mo	18 Mo	24 Mo	30 Mo	36 Mo
01-Jun-18	2.00%	Hourly	26.65	27.48	28.27	29.11	29.92	30.74	31.55
		Salary	4,158	4,286	4,413	4,540	4,668	4,795	4,920
01-Jun-19	2.00%	Hourly	27.18	28.03	28.84	29.69	30.52	31.35	32.18
		Salary	4,241	4,372	4,501	4,631	4,761	4,891	5,018
01-Jun-20	2.00%	Hourly	27.72	28.59	29.42	30.28	31.13	31.98	32.82
		Salary	4,326	4,459	4,591	4,724	4,856	4,989	5,118

Group 6 - Loans Officer III, Branch Clerk

Date	%		Start	6 Mo	12 Mo	18 Mo	24 Mo	30 Mo	36 Mo
01-Jun-18	2.00%	Hourly	27.09	28.02	28.96	29.87	30.77	31.70	33.10
		Salary	4,227	4,371	4,516	4,660	4,802	4,946	5,163
01-Jun-19	2.00%	Hourly	27.63	28.58	29.54	30.47	31.39	32.33	33.76
		Salary	4,312	4,458	4,606	4,753	4,898	5,044	5,266
01-Jun-20	2.00%	Hourly	28.18	29.15	30.13	31.08	32.02	32.98	34.44
		Salary	4,398	4,547	4,698	4,848	4,996	5,145	5,371

Group 7 - Commercial Lending Officer									
Date	%		Start	6 Mo	12 Mo	18 Mo	24 Mo	30 Mo	36 Mo
01-Jun-18	2.00%	Hourly	29.87	30.77	31.61	32.29	33.01	33.72	34.41
		Salary	4,660	4,802	4,930	5,037	5,150	5,258	5,366
01-Jun-19	2.00%	Hourly	30.47	31.39	32.24	32.94	33.67	34.39	35.10
		Salary	4,753	4,898	5,029	5,138	5,253	5,363	5,473
01-Jun-20	2.00%	Hourly	31.08	32.02	32.89	32.89	34.34	35.08	35.80
		Salary	4,848	4,996	5,130	5,241	5,358	5,470	5,582

Wage Grid New Hires – Effective date of ratification (2015) all new hires will conform to the following equalized wage increment grid:

Group 1 - Teller, Teller Cash Cage						
Date	%		Start	12 Mo	24 Mo	36 Mo
01-Jun-18	2.00%	Hourly	22.95	23.79	24.59	25.43
		Salary	3,582	3,710	3,837	3,969
01-Jun-19	2.00%	Hourly	23.41	24.27	25.08	25.94
		Salary	3,654	3,784	3,914	4,048
01-Jun-20	2.00%	Hourly	23.88	24.76	25.58	26.46
		Salary	3,727	3,860	3,992	4,129

Group 2a -

Date	%		Start	12 Mo	24 Mo	36 Mo
01-Jun-18	2.00%	Hourly	23.92	24.91	25.90	27.40
		Salary	3,730	3,885	4,039	4,275
01-Jun-19	2.00%	Hourly	24.40	25.41	26.42	27.95
		Salary	3,805	3,963	4,120	4,361
01-Jun-20	2.00%	Hourly	24.89	25.92	26.95	28.51
		Salary	3,881	4,042	4,202	4,448

**Group 2b -
 Receptionist/Steno**

Date	%		Start	12 Mo	24 Mo	36 Mo
01-Jun-18	2.00%	Hourly	25.04	25.91	26.76	27.63
		Salary	3,907	4,041	4,176	4,313
01-Jun-19	2.00%	Hourly	25.54	26.43	27.30	28.18
		Salary	3,985	4,122	4,260	4,399
01-Jun-20	2.00%	Hourly	26.05	26.96	27.85	28.74
		Salary	4,065	4,204	4,345	4,487

**Group 3a – MSR/Teller,
 MSR/Steno/ATM, Clearing
 Clerk**

Date	%		Start	12 Mo	24 Mo	36 Mo
01-Jun-18	2.00%	Hourly	24.45	25.92	27.38	28.83
		Salary	3,815	4,043	4,269	4,496
01-Jun-19	2.00%	Hourly	24.94	26.44	27.93	29.41
		Salary	3,891	4,124	4,354	4,586
01-Jun-20	2.00%	Hourly	25.44	26.97	28.49	30.00
		Salary	3,969	4,206	4,441	4,678

**Group 3b – MSR,
 Accounting/Clearing Clerk,
 Loans Clerk, Commercial
 Loans Clerk**

Date	%		Start	12 Mo	24 Mo	36 Mo
01-Jun-18	2.00%	Hourly	25.52	26.94	28.34	29.75
		Salary	3,981	4,201	4,422	4,641
01-Jun-19	2.00%	Hourly	26.03	27.48	28.91	30.35
		Salary	4,061	4,285	4,510	4,734
01-Jun-20	2.00%	Hourly	26.55	28.03	29.49	30.96
		Salary	4,142	4,371	4,600	4,829

Group 4 – Financial Services

Date	%		Start	12 Mo	24 Mo	36 Mo
01-Jun-18	2.00%	Hourly	26.12	27.63	29.15	30.66
		Salary	4,074	4,313	4,547	4,784
01-Jun-19	2.00%	Hourly	26.64	28.18	29.73	31.27
		Salary	4,155	4,399	4,638	4,880
01-Jun-20	2.00%	Hourly	27.17	28.74	30.32	31.90
		Salary	4,238	4,487	4,731	4,978

Group 5 - Loans Officer II

Date	%		Start	12 Mo	24 Mo	36 Mo
01-Jun-18	2.00%	Hourly	26.65	28.28	29.92	31.55
		Salary	4,158	4,414	4,668	4,920
01-Jun-19	2.00%	Hourly	27.18	28.85	30.52	32.18
		Salary	4,241	4,502	4,761	5,018
01-Jun-20	2.00%	Hourly	27.72	29.43	31.13	32.82
		Salary	4,326	4,592	4,856	5,118

Group 6 - Loans Officer III, Branch Clerk

Date	%		Start	12 Mo	24 Mo	36 Mo
01-Jun-18	2.00%	Hourly	27.09	29.10	31.10	33.10
		Salary	4,227	4,540	4,850	5,163
01-Jun-19	2.00%	Hourly	27.63	29.68	31.72	33.76
		Salary	4,312	4,631	4,947	5,266
01-Jun-20	2.00%	Hourly	28.18	30.27	32.35	34.44
		Salary	4,398	4,724	5,046	5,371

Group 7 - Commercial Lending Officer

Date	%		Start	12 Mo	24 Mo	36 Mo
01-Jun-18	2.00%	Hourly	29.87	31.39	32.90	34.41
		Salary	4,660	4,896	5,132	5,366
01-Jun-19	2.00%	Hourly	30.47	32.02	33.56	35.10
		Salary	4,753	4,994	5,235	5,473
01-Jun-20	2.00%	Hourly	31.08	32.66	34.23	35.80
		Salary	4,848	5,094	5,340	5,582

LETTER OF UNDERSTANDING #1

BETWEEN:

HERITAGE CREDIT UNION

AND:

UNITED STEELWORKERS LOCAL 1-405

ADDITIONAL SCHEDULED WORK

The two Parties agree that "additional" scheduled work (one (1) day or more and less than four (4) months) for regular part time employees will be distributed in the following manner:

1. Part time employees will have preference over casuals for "additional" scheduled work (one (1) day or more and less than four (4) months).
2. This will only be applicable in their home branch (location of their posted position). They will not be allowed to have preference for work in the other branch.
3. Additional scheduled work will be distributed by seniority starting with Regular Part time and continuing to casuals. If no one is available the most junior casual employee will work.
4. Regular part time employees shall commit to periods of one (1) month. **As part of that process, the employee will be permitted to indicated days within the one month window where she/he will be unavailable for personal reasons. The Parties agree that an employee should make every reasonable effort to schedule personal appointments outside the regular hours of work, where possible.**
5. Once an employee has committed to doing additional scheduled shifts for that time period they must remain committed to that work, subject to entitlement under the Collective Agreement.
6. Part time employees who are not scheduled to work but have indicated availability will be called for unscheduled hours.

DATED this _____ day of _____, **2019**.

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
Heritage Credit Union

LETTER OF UNDERSTANDING #2

BETWEEN:

HERITAGE CREDIT UNION

AND:

UNITED STEELWORKERS LOCAL 1-405

AUTOMATED TELLER MACHINE (ATM) CALL OUT

This Letter of Understanding is effective for the term of this Collective Agreement.

Qualified employees (including Management) may choose to be on a "call-out" list on a rotation for servicing ATM's. The rotation will be referred to the Labour Management Committee to resolve any issues or concerns.

The Labour/Management Group may discuss any ATM call-out issues or concerns that arise prior to the expiration of this Collective Agreement.

ATM payment will be as follows:

- a) \$75.00 per call-out to a maximum of \$200.00 per day.

DATED this _____ day of _____, **2019**.

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
Heritage Credit Union

Originally signed February 10, 1995

LETTER OF UNDERSTANDING #3

BETWEEN:

HERITAGE CREDIT UNION

AND:

UNITED STEELWORKERS LOCAL 1-405

SPARE TRAINING PROGRAM

February 1988 (amended June 1993) (amended May 2000) (amended June 2003) (amended June 2018)

The purpose of this program is a means of ensuring that the Credit Union shall have qualified staff to fill short term vacancies.

- 1. The program shall apply to all positions in the Credit Union, except for entry level positions.**
- 2. It shall be the intent of the Credit Union to post for all trainee positions for a period of three (3) working days. The Employer will ensure that absent employees are informed of spare trainee postings and will accept absentee bids.**
- 3. The posting will outline the position requirements, the course requirements, the mentoring plan and the skill maintenance program put into place to ensure success. Applicants to the program must be willing to meet the requirements of the training plan as per LOU # 7.**
- 4. Employees grandfathered into the training position will not be required to meet the course requirements outlined for the position. Those employees will be afforded twenty (20) days of training, as per Article 14.04, to demonstrate their competency.**
- 5. A list of grandfathered employees and their positions in which they are competent and have current experience is present in the Memorandum of Settlement.**
- 6. Selection of successful candidates shall be in line with seniority.**
- 7. Training will be continuous, as much as possible, the length of which will vary based on the position. When not in training, the employee will return to his/her regular job. Training of the selected applicant will be given by**

qualified instructor.

- 8. Once declared competent, the employee will be required to complete a regular, documented skills maintenance program for the position. The maintenance program will consist of two (2) days of familiarization every six (6) months. Time spent actually working in the job during the year will be counted as skills maintenance. Where no time has been spent in the job, the skill maintenance program described in this clause shall be implemented.**
- 9. A temporary vacancy of four consecutive months or less shall be filled by a fully qualified employee who is currently in the Training Program and holds the relief position.**
- 10. If an absence is known ahead of time to be, or if an absence becomes, in excess of the four (4) consecutive months stipulated above, the vacancy shall be posted as temporary under the provisions of Article 14 of the Collective Agreement. First consideration will be given to an employee who has successfully completed the Training Program, or its predecessor, for that position.**
- 11. Where two or more employees meet the terms of the first consideration in Clause 10, above, the most senior applicant shall be awarded the position. In instances where no qualified employees apply, the most junior qualified employee cannot refuse the appointment.**
- 12. In instances where an applicant to the Temporary position of greater than four months, is an employee who is not currently in the program but has worked or trained in the position, the terms of Clause 14.04 Training Period in the Collective Agreement shall apply.**
- 13. While an employee can enter this program more than once, said employee must first successfully complete the training program for one position before beginning again on another position.**
- 14. Rate of pay for employees training under this Agreement shall be at their regular rate of pay.**
- 15. If an employee's training has been terminated because of incompetence, or the employee gives up the training position prior to being declared competent, he/she will not be allowed to re-bid for that position unless there is a significant change in the job content.**
- 16. When an employee has been declared competent, the employee must accept the assignment for temporary vacancies, as described in Clause 10 & 11 above, in the position for at least twelve (12) months. However, that employee may post into other training and permanent positions.**

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17. **Employees who have been deemed competent will receive the rate of pay for the training position, if attending future training for that position, or whenever working in the position.**
 18. **Within thirty (30) days of ratification of this Agreement, employees who believe they are competent in positions other than their home positions can make application to the Employer for recognition. If the employee is recognized and subsequently bids for a vacancy under this LOU, Clause 4 and 12 will apply.**
 19. **Recognition for competency in paragraph 18, above, will be based on Job Posting records in their personnel file. Disagreements will be discussed and resolved via the Labour/Management Group and be subjected to the grievance procedure.**

DATED this ____ day of _____, 2019.

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
Heritage Credit Union

LETTER OF UNDERSTANDING #4

BETWEEN:

HERITAGE CREDIT UNION

AND:

UNITED STEELWORKERS LOCAL 1-405

RE: CONTRACTING OUT

At the time of signing this Agreement it is not the intent of the Employer to contract out work of the Bargaining Unit. However, should the Employer contract out work during the life of this Agreement, such as to directly result in layoffs, the Employer agrees to abide by the process outlined in Article 15.01 through 15.06.

DATED this _____ day of _____, 2019.

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
Heritage Credit Union

Parties agreed to renew this LOU, August 22, 2018

LETTER OF UNDERSTANDING #5

BETWEEN:

HERITAGE CREDIT UNION

AND:

UNITED STEELWORKERS LOCAL 1-405

RE:

JOB SHARING

1. The Credit Union will consider all serious proposals for job sharing from employees.

The Employer agrees that, through the Joint Labour Management Committee, it will seriously review the concept of job sharing. It is understood that the review will include but not be limited to the following factors:

No increased costs
No reduction in service

Job performance of those directly involved
Attendance records of those directly involved
Appropriateness of particular job to be shared
Sunset trigger for either or both parties without repercussions.

2. Each proposal will be submitted by the incumbent to the Manager and shall be considered individually and on its own merits. The Employer shall make every effort to accommodate the employee's request to job share. Reason for denied requests will be disclosed to both employees and can be referred to Labour/Management Committee.
3. The Credit Union will post job sharing opportunities in accordance with Article 14 of the Collective Agreement.
4. Once the candidate selection is completed the job share partners will forward the specifics of the job share arrangement to the Manager, including the following:
 - a. written statement signed by both partners requesting a job share.
 - b. identification of how job duties and responsibilities will be shared.
 - c. identification of how workload priorities will be determined by partners on an on going basis.
 - d. preferred start date.
 - e. preferred work schedule.
5. A job share is a work arrangement in which two (2) qualified employees share fifty percent (50%) each of all responsibilities of one (1) full time position or any other percentage as mutually agreed.
 - (a) It is understood since Job Share employees will be working fifty (50%) percent of a full time position only, there will be no switching of days, same as a regular full time employee.
6. Performance appraisals will continue to be done on an individual basis.
7. The employees involved in a job share must be compatible. Their attendance record will be considered for approval of job share.
8. The employees must also agree with the intricacies, duties and responsibilities of the job share.
9. The employees must be qualified to perform all the duties and responsibilities of the posting being shared.
10. Coverage will be provided by part timers as per Article 5.03 (c) and casuals as per Article 5.04.
 - (a) Job share employees who are not scheduled to work, but have indicated availability, will be offered additional work, after all other employees.

- (b) Job Share Relief - Job share employees will have the first opportunity to relieve their partner otherwise a part-time or casual employee will pick up the additional work.
11. The employees must understand that the actions of one employee may affect the other on the job share.
 12. There will be a trial period of three (3) months, employees could then revert back to previous positions held including back-up positions. This may be initiated by either the employee or Employer.
 13. If a job share is terminated for any reason it will automatically revert to the full time regular position. The original employee of the full time regular position must revert to the full time regular position. If the original employee of the full time regular position leaves the employment of Heritage Credit Union the position will then be posted as per the Collective Agreement, Article 14.01, Job Posting and Article 12.02 Seniority.

If the remaining job share employee is not successful in posting to the full time position then the employee will return to the position held prior to going into the job share. The employee is considered to be in motion and may go where their seniority takes them, as per the Collective Agreement.
 14. An employee will maintain seniority as per start date, with no loss of seniority in a job share. Each employee on a job share will return to the status the employee held prior to the job share, except below. Example: a full time employee will return to full time seniority. A part time regular employee will return to part time regular seniority. Casual employees who are successful on a job share posting will be entered onto the Part-time seniority list effective the start date of the Job Share and will retain this part-time seniority if, and when, the Job Share is terminated.
 15. Communication about the work in progress shall be kept in a mutually acceptable and workable format as approved by Management.
 16. Training procedures, policies, etc. must be communicated to each other (it may be necessary to spend some of your off work time discussing work related issues with job share partner).
 17. The work schedule of the job share position must remain the same as if the position was not job shared. The Credit Union and job share employees may agree on a schedule not to exceed one (1) week off, one (1) week on.
 18. Each job share agreement will be reviewed once per year by Management, Supervisor and job share partners.

19. Job share partners are not eligible to jointly apply for any other positions.
20. In order to post on any other positions, notice of intent to terminate the job share must be given, if either job share partner is awarded a posting.
21. If a full time position becomes vacant as a result of a job share agreement, that position will be posted as a permanent position.
22. Salary will be on the basis of the hourly rate derived from the total of the current bi-weekly salary divided by 72.
23. For promotional increases, an employee entering a job share will be at the appropriate salary range at a step in length of service consistent with the employee's length of accumulated service based on days worked. (When moving to a higher position, Article 11.08 will apply).
24. Statutory pay to be added to salary as per Collective Agreement (4.8%).
25. Each employee will receive fifty (50%) percent of ATO and floaters. Paid vacation will be based on entitlement and relative percentage.
26. If the employee wishes to maintain all benefits under Article 10 - Benefits, fifty (50%) percent of benefits shall be paid by the Employer, fifty (50%) percent by the employee. The Employer will continue to provide Life Insurance and AD&D coverage based on each employee's salary.
27. Sick leave will be accrued on a pro-rated basis. Job share employees will accrue three and three-quarters (3.75) hours per month, which would be six (6) days per year.
28. For salary progression, employees will progress through the salary steps as per Collective Agreement Article 11.08. Based on days worked, one hundred twenty (120) days equals six (6) months.
29. After one (1) year any qualified employee will be enrolled in the Credit Union Central BC Pension Plan (if not already enrolled) with the employees and Employer paying the current rate.
30. Any job share may be terminated by the Credit Union or either job share partners upon twenty (20) working days written notice. Notice must state reason for termination.

Where the mutually agreed percentage share is something other than 50/50, all provisions of this letter understanding which reference a 50/50 share will be pro-rated to the agreed percentages.

This Letter of Understanding may be amended by the Parties at any time by mutual

agreement.

DATED this _____ day of _____, **2019**.

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
Heritage Credit Union

LETTER OF UNDERSTANDING #6

BETWEEN:

HERITAGE CREDIT UNION

AND:

UNITED STEELWORKERS LOCAL 1-405

RE:

EDUCATION FUND

1. The Employer will pay to the United Steelworkers Local 1-405 the sum of three cents (\$.03) per hour for all hours worked by members of the bargaining unit, such money to be used by the United Steelworkers in the education of its Union members.
2. The Employer will remit these funds to the Union semi-annually, effective June 30th and December 31st of each year.
3. This program replaces the Letter of Understanding for Joint Training previously in place between the Parties.

DATED this _____ day of _____, **2019**.

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
Heritage Credit Union

LETTER OF UNDERSTANDING #7

BETWEEN:

HERITAGE CREDIT UNION

AND:

UNITED STEELWORKERS LOCAL 1-405

SENIORITY, SELECTION CRITERIA AND EDUCATION: Clauses 12.02, 12.03 and 14.03 (b)

This Letter of Understanding deals with the application of the following clauses in the Collective Agreement, which read as follows:

Clause 12.02 – Recognition: *The Employer recognizes the principle of seniority, skill and ability considered.*

Clause 12.03 – Job Protection/Recall and Rights: *Seniority will determine the employee's job retention rights, recall rights and entitlement to promotions, skill and ability considered.*

Clause 14.03 (b) – Selection Preference: *Preference in selection shall be from full-time regular, part-time regular and casual employees, in that order.*

The Parties agreed to the following application of these clauses, effective January 1, 2010:

A. Selection for Job Postings:

1. For unionized employees of record as of December 31, 2009, Clauses 12.02 and 12.03 will be applied in the manner practiced traditionally. For clarity, this means that the Employer will apply seniority only when implementing the language of these two clauses for this group of employees.
2. For unionized employees hired after December 31, 2009, Clauses 12.02 and 12.03 will be applied as written.
3. For unionized employees of record as of December 31, 2009, Clause 14.03 (b) will be applied in the manner practiced traditionally. For clarity, this means that the Employer will select the most senior full-time regular, part-time regular and casual employee in a job posting, in that order.
4. For unionized employees hired after December 31, 2009, the Employer will depend upon the language of Clauses 12.02 and 12.03, in conjunction with Clause 14.03 (b) in the matter of selection for job postings.

B. Coursing/Education – Employees of Record as of December 31, 2009:

1. Employees of record as of December 31, 2009 will not be required to complete CUIC designation program courses or other courses requiring a self study period of several months.
2. Short, computer based training courses required by the Employer will continue to be completed by all employees on Credit Union time (e.g. Money Laundering, Privacy, CU System, Cheque Fraud, Debit and MasterCard, etc.).
3. Employees of record as of December 31, 2009 volunteering to take courses will be supported in the same manner as shown for New Hires, below.

C. Coursing/Education – Employees Hired after December 31, 2009:

Courses Required for the Job

1. The Employer will pay the cost of any course required in order for an employee to qualify for his/her position.
2. An Employee will be entitled to two paid days to study for an examination associated with such a course, timing to be as mutually agreed between the Employee and the Employer.
3. An Employee will be entitled to paid time to write an examination associated with such a course, provided the examination is held during hours when the employee was scheduled to work.
4. The Employer will reimburse the employee for mileage, meals and accommodation expenses associated with traveling to a required course.

Coursing/Education for Career Development – Not Required for Current Job

1. Upon prior approval, the Employer will pay for the cost of a career development course.
2. The Employee will be entitled to paid time to write an examination associated with such a course, provided the examination is held during hours when the employee was scheduled to work.
3. Where a limit is imposed on the number of employees being approved for coursing, seniority of those applying to take a course shall be the determining factor for approval.

D. Setting of Job Qualifications/Requirements:

The Parties agree that the job qualifications/requirements put in place by East Kootenay Community Credit Union will be adopted where practical, with adjustments being made to recognize the differences in jobs which are not common between the two Credit Unions.

DATED this _____ day of _____, **2019.**

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
Heritage Credit Union

LETTER OF UNDERSTANDING #8

BETWEEN:

HERITAGE CREDIT UNION

AND:

UNITED STEELWORKERS LOCAL 1-405

RE:

ARTICLE 14.01 (a) – JOB POSTINGS

1. The Employer and the Union have agreed that the “branch” location will be added to postings notices.
2. The parties may mutually agree to establish a position that is regularly scheduled to work in more than one branch location.

DATED this _____ day of _____, **2019.**

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
Heritage Credit Union

LETTER OF UNDERSTANDING #9

BETWEEN:

HERITAGE CREDIT UNION

AND:

UNITED STEELWORKERS LOCAL 1-405

RE:

ACCOUNTING CLERK/CLEARING POSITION

1. In the four months immediately following the ratification of the Collective Agreement, the Parties agree to meet and discuss the current classification of the Accounting Clerk/Clearing position.
2. The starting point for the job description for comparison to present day duties and responsibilities will be from the changes made to the position in 2015.
3. If the Parties do not reach agreement on the classification of the position, they will seek the services of a third party, as per Article 19 Arbitration, Clause 19.03.

DATED this _____ day of _____, 2019.

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
Heritage Credit Union

LETTER OF INTENT # 1

BETWEEN:

HERITAGE CREDIT UNION

AND:

UNITED STEELWORKERS LOCAL 1-405

Re: Six Day Operation

The Credit Union agrees that it will enter discussions with the Union and attempt to resolve any problems in contract language arising prior to the implementation of a six day work week.

A Committee of three (3) members of each Party shall meet and recommend to their respective principals any resolve to the problems that have arisen.

To facilitate the process of discussion, the Credit Union will give the Union ninety (90) days notice prior to the implementation of a six day work week.

DATED this _____ day of _____, **2018**.

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
Heritage Credit Union

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