

COLLECTIVE AGREEMENT

between the

FIRST CREDIT UNION

and the

B.C. GENERAL EMPLOYEES' UNION (BCGEU)

Effective from April 1, 2022 to March 31, 2024

FIRST CREDIT UNION	
First Credit Union Powell River Branch 4721 Joyce Ave Powell River, BC V8A 3B5	First Credit Union Texada Branch 2021 Legion Rd Van Anda, BC V0N 3K0
First Credit Union Hornby Island Branch 2115 Sollans Rd Hornby Island, BC V0R 1Z0	First Credit Union Union Bay Branch 313 McLeod Rd Union Bay, BC V0R 3B0
First Credit Union Lighthouse Community Branch 101-6996 West Island Hwy Bowser, BC V0R 1G0	

B.C. GENERAL EMPLOYEES' UNION	
Headquarters 4911 Canada Way Burnaby BC V5G 3W3 Ph: 1-800-291-9611 Fax: 1-604-291-6030	North Island Area Office 106-1650 Terminal Ave N Nanaimo BC V9S 0A3 Ph: 1-800-667-1997 Fax: 1-800-946-0247

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ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

(a) The purpose of this agreement is to establish and maintain a harmonious relationship between the Employer and the employees and to clearly define the hours of work, rates of pay and conditions of employment, and to provide an amicable method of settling grievances which may arise from time to time; and to promote the mutual interest of the Employer and its employees.

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

1.2 Future Legislation

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

1.3 Conflict with Regulations

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

1.4 Use of Terms

Gender neutral terms shall be used through the agreement.

Whenever a singular is used, the same shall be construed as meaning the plural if the facts so require.

1.5 Human Rights

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

1.6 Discrimination and Harassment

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia. Neither the Union nor the Employer in carrying out their obligations under this agreement shall discriminate on the grounds of race, colour, age, creed, sex, religion, marital status, gender identity or expression, or national origin.

The parties recognize the right of the employees to work in an environment free from harassment. The Employer, in cooperation with the Union, will promote a work environment that is free from harassment where all employees are treated with respect and dignity.

(a) *Sexual Harassment*

(1) Sexual harassment is one form of discrimination and is defined as any unwanted sexual attention, sexual solicitation, or other sexually oriented remarks or behaviour made by a person

or a group who knows or ought reasonably to know that such attention or solicitation is unwanted. Examples of sexual harassment include, but are not limited to:

- (i) When submission to sexual activity becomes either explicitly or implicitly a term or condition of employment or in return for being hired or receiving promotions or other employment benefits;
- (ii) When submission to or rejection of such conduct is used as a basis for employment;
- (iii) When such conduct has the purpose or effect of interfering with an individual's employment;
- (iv) When such conduct creates an intimidating, hostile or offensive working environment for employees;

(2) Sexual harassment may occur between people, both individually and in groups, of the same or different status within the workplace, and both women and men may be the subject of sexual harassment by members of either sex. Thus, sexual harassment may occur in a variety of ways; for example, sexual harassment of any employee by an employee. Behaviour not directed toward soliciting sexual activity may also be considered sexual harassment. Such behaviours include but are not limited to:

- (i) inappropriate sexually suggestive language, innuendoes, jokes, body language, leering, unwanted touching;
- (ii) persistent unwanted questions or comments of a sexual nature;
- (iii) inappropriate display of sexual pictures or materials;
- (iv) physical threat, physical assault, and physical intimidation, including unwanted touching.

(3) While sexual harassment may occur around the study of topics of a sexual nature within itself is not considered harassment.

(4) Employee allegedly being harassed may register their complaint in writing, in accordance with the Principles and Procedures for the Reporting, Investigation and Resolution of Sexual Harassment complaints.

(5) Should the employee who filed the complaint not be satisfied with the results of the Employer's investigation, the employee may file a grievance at Step 2 of the grievance procedure under Article 8.3.

(6) Employees involved in the handling of a complaint shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the Union and the Employer will be made aware of all or part of the proceedings on a "need to know" basis.

(b) *Personal Harassment*

(1) Personal Harassment is defined as offensive comments and/or actions that, by a reasonable standard, create an abusive or intimidating work environment. Comments or actions that serve a legitimate, work-related purpose shall not be deemed to constitute personal harassment under this article.

- (2) Examples of personal harassment include, but are not limited to:
- (i) Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting, pinching and punching;
 - (ii) When a person who supervises, or is in a position of authority, exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate;
 - (iii) Implied or expressed threat of reprisal, or denial of opportunity for refusal to comply with a request which serves no legitimate work-related purpose;
 - (iv) Display or distribution of pictures, posters, calendars objects, literature or other materials that are racist or, that are, by a reasonable standard, considered derogatory to a particular person or group of persons.
- (3) Employees may process complaints about personal harassment through the grievance procedure according to Article 8, subject to the following changes:
- (i) Where a person who is the subject of a grievance under this article is the employer representative at any step of the grievance procedure, then the Union may bypass that step of the procedure;
 - (ii) Union representatives in the course of investigating a complaint of personal harassment and the employer representatives in the course of investigating a grievance of personal harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint or grievance.
 - (iii) An arbitrator in the determination of a grievance of personal harassment may take reasonable steps to protect the privacy and confidentiality of all parties, subject to the requirement of fairness to all parties.
 - (iv) If, as a result of a grievance, it is determined necessary to separate the work locations of the grievor and the person who is the subject of a grievance, it is agreed that the grievor will not be moved against their wishes.
- (4) Employees involved in the handling of a complaint shall hold in the strictest of confidence all information of which they become aware, however, it is recognized that various officials of the Union and the Employer will be made aware of all or part of the proceedings on a "*need to know*" basis.
- (c) Nothing in this article is intended to preclude any employees from following any alternative complaint procedure under the collective agreement or the *BC Human Rights Code* or from initiating any other proceedings in law.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Agent Recognition

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

2.2 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees included in the certificate issued by the Labour Relations Board, including the following:
- (1) Powell River Branch, 4721 Joyce Avenue, Powell River
 - (2) Texada Branch, 2021 Legion Road, Van Anda
 - (3) Hornby Branch, 2116 Sollans Road, Hornby Island
 - (4) Union Bay Branch, 313 McLeod Road, Union Bay
 - (5) Lighthouse Community Branch, 101-6996 W Island Hwy, Bowser

2.3 New Branches and Locations

When the Employer opens a new branch or location, it is agreed that within 90 days of the date of public opening of the branch, the Union will have the opportunity to meet with employees on site at the new location.

2.4 Excluded Positions

- (a) The parties agree that any position excluded pursuant to the *Labour Relations Code* is excluded from the bargaining unit.
- (b) Notification of any new excluded position will be forwarded to the shop stewards and the local union area office prior to posting.

2.5 No Other Agreement

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

2.6 No Discrimination for Union Activity

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

2.7 Recognition and Rights of Stewards and Safety Representatives

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

2.8 Bulletin Boards

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

2.9 Union Insignia and Union Shop Card

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

2.10 Right to Refuse to Cross Picket Lines

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

2.11 Time Off for Union Business

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

- (a) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (b) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (c) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee and to carry on negotiations with the Employer;
- (d) to employees called by the Union to appear as witnesses before an arbitration board or other labour relations hearings;
- (e) for an employee elected to the position of President or Treasurer of the B.C. General Employees' Union to perform duties of such a role;
- (f) to perform the duties of a full-time Union Officer;
- (g) to perform the duties of an affiliate of the BCGEU;
- (h) to perform the duties of a Union staff representative.

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

ARTICLE 3 - UNION SECURITY

3.1 Union Shop

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

3.2 No Bargaining Unit Work

No employee who is not a member of the bargaining unit and the Union shall, except in cases of emergency, carry out duties which are performed by the classifications covered by this agreement.

ARTICLE 4 - CHECK-OFF OF UNION DUES

4.1 Condition of Employment

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

4.2 Deduction of Dues

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

4.3 Dues Information

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

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

- (1) the amounts deducted from each employee;
- (2) the employee's Social Insurance Number;
- (3) current home address and home phone number;
- (4) classification and rate of pay;
- (5) number of hours worked during the period covered.

(b) The Employer will provide to the Union with every regular dues remittance the information provided in the chart below. The information will be provided electronically in the file formats ".csv."

Name	Format	Format Description
Employee ID number	XXXXXXXXXX	
Member Last Name		
Member First Name		
Dues	XXXX.XX	No commas or dollar signs
Gross Wages for Period	XXXX.XX	No commas or dollar signs
Job Classification		
Job/ Position Title		
Service Start Date	yyyymmdd	
Appointment Code		Regular, Auxiliary, etc

Name	Format	Format Description
Work Location Name		
Work Location Address		
Member Address		
Member Work Phone	XXXXXXXXXX	10 digits, no dashes or spaces
Member Home Phone	XXXXXXXXXX	10 digits, no dashes or spaces
Member Cell Phone	XXXXXXXXXX	10 digits, no dashes or spaces
Member Home Email		

4.4 Dues Submitted by EFT

- (a) The Employer will submit union dues remittance by EFT. The EFT will be submitted with an email to direct.deposit@bcgeu.ca including the EFT date and dollar amount.
- (b) Each EFT email will also include:
- (1) Employer name
 - (2) Pay period type (e.g. monthly, semi-monthly, biweekly, etc.)
 - (3) Pay period number
 - (4) Pay period end date
 - (5) Pay period pay date

4.5 Dues Audit

Once per fiscal year, the Union may audit a dues remittance of the Employer. The Employer will provide all relevant payroll and financial documentation for the sole purpose of auditing the dues remittance to the Union.

4.6 Amount of Union Dues

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

4.7 No Other Employee Organization

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

4.8 Tax Receipt

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

4.9 Dues Authorization

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

4.10 Employees Ceased Employment

The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment and the Record of Employment (ROE) Code used in Block 16 of the ROE form for each of those employees.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check off. A new employee shall be advised of the name and location of their steward and health and safety representative. The employee's immediate supervisor will introduce them to their steward who will provide the employee with a copy of the collective agreement. The Employer agrees that a union steward will be given an opportunity to meet each new employee within regular hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's obligations to the Employer and the Union.

ARTICLE 6 - MANAGEMENT RIGHTS

- (a) The Union recognizes and agrees that it is the exclusive function of the Employer to manage its affairs, to manage its operations in all respects, to conduct its business efficiently, to fulfil its commitments and responsibilities, to maintain and to enhance public reputation and confidence and to direct its employees to achieve the Employer's objectives.
- (b) Management retains all management rights that were hitherto exercised, and shall be exercised in future, with the exception of those management rights that are limited by this collective agreement.
- (c) Nothing herein contained shall limit the statutory powers and duties of the Directors of the Employer under the *Company Act*, Section 141, Subsection 1, which provides:

"The Directors, shall, subject to this Act and the Articles of the Company, manage or supervise the Management of the affairs and business of the Company."
- (d) Actual direction of the office staff will be under the authority delegated by the Board of Directors to the Manager who, in turn, may delegate any portion of these duties and authority to others in a supervisory capacity.
- (e) This article shall not be used in a discriminatory manner against any employee and the exercise of any rights under this article shall not be inconsistent with or contrary to any of the terms or provisions of this agreement.

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Union and Employer Representation

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

7.2 Union Bargaining Committees

The Employer will provide leaves for three representatives of the bargaining unit to negotiate the collective agreement with the Employer together with the President of the Union or their designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

7.3 Joint Labour-Management Committee

- (a) Each party to this agreement shall appoint a standing committee which shall meet at the call of either party, not less than quarterly and not more than once per month, unless mutually agreed.
- (b) The Union's Committee shall be composed of not more than four union members appointed by the Union. The Union or Employer Committee may rely on additional assistance when required.
- (c) The Employer's Committee shall be composed of not more than four appointees appointed by the Employer.
- (d) Each party shall notify the other by letter of the names of their committee members and any changes which may take place from time to time.
- (e) The purpose of the Joint Labour-Management Committees shall be to meet together at the request of either committee to discuss matters related to the administration of the collective agreement and to attempt to resolve any problems that may arise or can be foreseen. The Committee will not have jurisdiction over wages or any other matter of collective bargaining.
- (f) The Committee will have the power to make recommendations to the Union and the Employer on the following general matters:
 - (1) Reviewing matters, other than grievances, relating to the maintenance of good relations between the parties.
 - (2) Correcting conditions causing grievances and misunderstandings.
- (g) The Joint Labour-Management Committee will not make any decisions that will alter or amend the collective agreement.

ARTICLE 8 - GRIEVANCES**8.1 Grievance Procedure**

- (a) The Employer and the Union recognize that grievances may arise concerning:
 - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, or arbitral awards, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.

8.2 Step 1

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have their steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written

grievance, through the union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

8.3 Time Limits to Present Initial Grievance

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

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

8.4 Step 2

- (a) Subject to the time limits in Article 8.3, the employee may present a grievance at this level by:
 - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting this grievance to the designated local supervisor through the union steward.
- (b) The local supervisor shall:
 - (1) sign and date the grievance as received at Step 2; and
 - (2) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2.

8.5 Time Limit to Reply at Step 2

- (a) Within 15 calendar days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the union staff representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 15 calendar days of receiving the grievance at Step 2.
- (c) The reply at this step shall include a separate report of the Step 2 meeting and results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.
- (d) The President of the Union, their designate, or the Employer, may present a grievance at Step 2.

8.6 Time Limits to Submit to Arbitration

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

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

8.7 Dismissal or Suspension Grievance

(a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within 21 calendar days of the date on which the dismissal occurred, or within 21 days of the employee receiving notice of dismissal. The parties agree that all dismissal grievances that are to proceed to arbitration will be dealt with expeditiously and an arbitration will take place within six months of the occurrence, notwithstanding any provisions of Article 8 and 9.

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

8.8 Deviation from Grievance Procedure

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

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

8.9 Technical Objections to Grievances

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

8.10 Amending Time Limits

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

8.11 Investigator

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

(1) investigate the difference;

(2) define the issue in the difference; and

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

(b) In the event the parties cannot agree or agree to an arbitrator not available within 90 days, then either party may request a single arbitrator be appointed pursuant to the *Labour Relations Code*.

(c) Each party shall pay one-half of the fees and expenses of the investigator.

ARTICLE 9 - ARBITRATION

9.1 Notice of Intent to Arbitrate

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

9.2 Single Arbitrator

When a party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to an arbitrator agreed to by the parties within 90 days. In the event that the parties cannot agree to an arbitrator, then either party may request a single arbitrator to be appointed pursuant to the *Labour Relations Code*.

9.3 Single Arbitrator Procedure

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

9.4 Decision of Arbitrator

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

9.5 Disagreement on Decision

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

9.6 Expenses of Arbitrator

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

9.7 Amending Time Limits

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

9.8 Expedited Arbitration

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

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

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

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

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

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

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

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

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

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

ARTICLE 10 - DISCIPLINE, DISCHARGE, SUSPENSION

10.1 Burden of Proof and Notice

(a) It is hereby agreed that the Employer has the right to discharge or suspend an employee for just cause. Notice of suspension and/or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal.

(b) The discharge of a probationary employee shall be based on suitability of employment with the Employer.

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

10.2 Discipline Grievance

All dismissals, suspensions and discipline will be subject to formal grievance procedure under Article 8. A copy of the written notice of discipline shall be delivered to the President of the Union or their designate within five days of the action being taken.

10.3 Right to Grieve Other Disciplinary Action

(a) An employee shall be given a copy of any such document placed on the employee's file which might be the basis for disciplinary action. Should an employee dispute any such entry in their file, they

shall be entitled to recourse through the grievance procedure. The eventual resolution thereof shall become part of their personnel record.

(b) Disciplinary action grievable by the employee shall include written censures, letters of reprimand, or other adverse reports.

(c) Upon the employee's request, any such document shall be removed from the employee's personnel file after the expiration of 18 months from the date it was issued provided there has not been any further infraction.

(d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.4 Employee Performance Appraisals

(a) The Employer may conduct employee performance appraisals, as it deems necessary.

(b) Where an appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read, review and ask questions about the appraisal.

(c) The Employer agrees that the purpose of employee performance appraisals shall be to guide the employee's development and outline performance objectives, and that as such, they will not be used for the purposes of disciplinary action.

10.5 Personnel File

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

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

10.6 Right to Have Steward Present

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

(b) An employee has the right to select the steward they wish to provide union representation provided that this does not result in an undue delay.

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

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

- (a) Seniority shall mean the length of continuous service with the Employer since the last date of hire including the probationary period. Seniority will be calculated in hours.
- (b) For purposes of annual vacation entitlement, seniority will be based on the total number of years of service with the Employer.

11.2 Eligibility for Seniority Entitlement

- (a) Employees shall earn but not be credited with seniority during the initial probationary period of 90 calendar days. The Employer shall meet with the probationary employee every 30 days to review job performance.

Upon successful completion of initial probation, an employee will be credited with seniority from the initial date of hire. Except as otherwise specified during initial probation, all other terms and conditions of this agreement apply.

- (b) In exceptional circumstances by mutual written agreement, the probationary period may be extended.

11.3 Seniority Lists

- (a) By January 31st of each year, seniority lists as of December 31st of the previous year shall be posted and a copy sent to the union. There shall be one list of full-time employees and a second list for part-time and casual employees. The seniority list shall contain the following information:

- (1) employee's name and location;
- (2) date of hire for vacation calculation purposes,
- (3) number of seniority hours.

- (b) The seniority list shall be posted by the Employer for a minimum of 30 days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the 30 days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this agreement.

11.4 Seniority Lost

Seniority will be lost when an employee:

- (a) receives severance pay in accordance with this agreement;
- (b) voluntarily terminates their employment;
- (c) is discharged for just and reasonable cause;
- (d) is on layoff for more than 12 consecutive months (pursuant to Article 13.4[d]);
- (e) they do not return to work on the date specified following an approved leave other than medical leave, with no reasonable explanation;
- (f) they are promoted to an excluded position.

11.5 Accrual of Seniority

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

- (a) time lost as a result of occupational illness or injury;
- (b) non-occupational illness or injury;
- (c) leaves of absence up to a period of 90 days;
- (d) pregnancy, parental, and pre-placement adoption leave in accordance with Article 19;
- (e) on the recall list in accordance with Article 13.5;
- (f) on union business;
- (g) on sick leave.

ARTICLE 12 - JOB POSTING

12.1 Job Postings

- (a) Notice of all job vacancies shall be posted for at least five working days.

All temporary vacancies 90 calendar days or more due to pregnancy leave, approved leaves of absence, or illness, shall be posted as temporary vacancies.

This notice shall indicate job title, salary and a brief outline of the duties involved.

- (b) An employee may bid on vacant positions, which may involve a promotion, lateral transfer, or a lower classification.
- (c) The Employer agrees to furnish the union office and shop steward with a copy of all vacancies to be filled.
- (d) An employee who will be absent for more than five calendar days will be permitted to file a letter of interest with the Human Resources Manager should a vacancy occur while they are absent. Such letter of interest will be valid for the duration of the absence.

12.2 Filling of Job Vacancies

- (a) It shall be the intent of the Employer to fill job vacancies from within the bargaining unit providing employees who apply for positions have the required qualifications.
- (b) All bids on posted job vacancies shall be in writing or on a form provided by the Employer.
- (c) Job postings to fill vacancies will be posted as soon as possible.
 - (1) If the vacancies are not to be filled, the Employer will supply to the stewards a written explanation.
 - (2) If the vacancies require longer than 30 calendar days to post, the stewards may request a written explanation.
- (d) The number of part-time and casual job postings shall be kept to a minimum so as to ensure that the need for full-time employees is not reduced.

12.3 Seniority Applied to Job Vacancies

The Employer will fill vacancies based on the qualifications of the applicants. Where two or more applicants have the requisite qualifications, the Employer will select the employee with the greatest seniority.

12.4 Positions Temporarily Vacant

The Employer agrees that, except in the case of emergency, coverage will be provided where available for positions being temporarily vacant due to illness, vacation, or leave of absence.

12.5 Trial Period

(a) Regular employees who have passed their probationary period and gain a new position through the posting procedure will not be required to serve a subsequent probationary period. If the employee has not completed their probation period, they shall complete the balance of their probation period in the new position.

(b) Upon appointment to a regular position, as per Article 12.5 (a), regular employees shall be subject to a suitability period of three calendar months. During the suitability period the Employer may determine that the employee is not suitable for the position, or an employee may decide that they do not wish to continue in the appointment and elect to return to their former position. In either instance the employee shall be returned to their former position without loss of seniority.

(c) The probationary period and suitability period shall be served concurrently.

12.6 Filling Vacancies Without Posting

If the Union and the Employer agree, a job vacancy or a new job may be filled without posting.

12.7 Job Sharing

The Employer and the Union agree to the concept of Job Sharing between two employees and together will endeavour to accommodate such a request. Should two employees wish to job share, they will submit this request in writing to the Employer and the Union.

ARTICLE 13 - LAYOFF AND RECALL*Layoff Defined*

The parties recognize that workforce adjustment may be necessary due to the elimination of positions resulting from a reduction in the amount of work required to be done by the Employer, reorganization, program termination or closure which impacts a number of employees. Layoff is defined as the elimination of a position or a reduction in the number of hours worked by an employee.

13.1 Pre-Layoff Canvas

(a) Before the layoff of any employee, the Employer will identify classification(s) to be reduced, the estimated number of FTEs to be reduced and the location of the positions affected. The Employer will then canvas employees in the classification and location to determine whether any employees choose to accept voluntary layoff.

(b) Where one or more employee in the classification and location chooses to accept voluntary layoff, the Employer will offer voluntary layoff to employees in order of their seniority. The Employer will not be required to offer voluntary layoff that would exceed the estimated number of FTEs to be reduced.

(c) An employee who agrees to voluntary layoff will receive the severance pay benefit calculated in accordance with Clause 13.4. The involuntary laid off employee is identified in accordance to Article 13.2(a) and their severance pay benefit is determined in accordance to Article 13.4(c).

13.2 Notice of Layoff

- (a) Where involuntary layoff is required, employees will be laid off in reverse order of seniority, by classification, within a geographic area. For the purpose of this article, a geographic area will include all employer work locations within 50 kilometres land travel of the employee's position.
- (b) An employee will be provided with two weeks' notice of layoff or notice as provided for in the *Employment Standards Act* for an employee with the equivalent period of employment, whichever is greater.
- (c) Where the Employer provides pay in lieu of notice, the employee will remain an employee for the period of notice and will remain eligible to receive the benefits and perquisites of the collective agreement.

13.3 Displacement

- (a) An employee who has received notice of layoff will be permitted to displace an employee with less seniority in the same or lower paid classification in any location provided only that the senior employee has the minimum qualifications previously established for the position and would not result in an increase in basic annual wages for the employee.
- (b) In order to facilitate the application of displacement, the Employer will provide the senior employee with a list of all positions into which the employee is eligible to displace, with the classification, number of hours, wage rate and location at the time the notice of layoff is provided.
- (c) An employee who wishes to exercise displacement option is required to advise the Employer of the intention to displace and the position selected no later than one week prior to the effective date of cessation of employment identified in Article 13.2(b).
- (d) An employee who chooses to displace will not be eligible for incidental travel expenses.

13.4 Recall or Severance Pay

- (a) An employee who has passed their probationary period and is laid off may choose to remain an employee on layoff and will be eligible to be recalled to work in their classification, in order of service seniority, for a period of 12 months from the effective date of layoff.
- (b) An employee eligible for recall in accordance with (a) will remain eligible for the benefits in Article 19.1 with the exception of Weekly Indemnity and Long-Term Disability. The Employer and employee will share the cost of these benefits as provided for in Article 19. In the event of recall to a regular position, the employee will not serve a waiting period for the restoration of Weekly Indemnity or Long-Term Disability coverage.
- (c) An employee who is laid off may choose to receive severance pay in lieu of the right to recall. Severance pay shall be paid to employees with one or more years of service. The amount of severance pay shall be two weeks at the employee's current regular salary for each year of service to a maximum of 40 weeks' pay.
- (d) An employee who receives severance pay ceases employment, loses all seniority in accordance with Article 11.5 and has no right of recall.

13.5 Temporary Recall

- (a) An employee who has been laid off and wishes to be recalled to work of a temporary nature must provide the Employer with a current phone number and address for the purposes of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting their recall

rights until such information is provided. Employees being recalled for work will be called between the hours of 8:30 a.m. and 10:30 a.m.

(b) Employees shall be offered recall in order of seniority provided only that the employee has the minimum qualifications previously established for the position.

13.6 Regular Recall

(a) Notice of recall to an employee on the recall list to a regular position in the employee's classification shall be sent by Canada Post Priority Courier to the employee's last known address. An employee on the recall list may be bypassed when the employee fails to respond without reasonable cause to the notice within three working days of receiving it. A copy of the recall notice shall be given to the union steward at the time it is mailed to the employee.

(b) Employees shall be offered recall to a regular position in order of seniority provided only that the employee has the minimum qualifications previously established for the position and the recall would not result in an increase in hours for the employee.

(c) An employee bypassed under the foregoing condition shall be kept on the recall list for their remaining recall period.

ARTICLE 14 - HOURS OF WORK

Full-time employees - shall be defined as employees scheduled to work 35 hours per week on a continuous full-time basis.

Part-time employees - shall be defined as employees scheduled to work less than 35 hours per week on a continuous part-time basis. It is agreed that the number of part-time employees shall be kept to a minimum to ensure that the need for full-time employees is not reduced. Part-time employees will be guaranteed a minimum number of hours.

14.1 Hours of Work Defined

- (a) Standard day shift for full-time employees will be between the hours of 7:00 a.m. and 9:00 p.m.
- (b) Scheduled blocks for part-time employees will be posted at least four weeks in advance. The Employer will provide part-time employees with a consistent weekly schedule as frequently as possible. Part-time employees will be entitled to register on the casual list and pick up additional shifts up to full-time hours.
- (c) Where management has determined that an adjustment in public hours is required, it will provide no less than 30 calendar days' notice to the employees and the Union, except in cases where emergency adjustments are necessary, in which case a lesser notification period may be warranted.

14.2 Work Schedules

It is agreed that the determination of the starting and end times of the daily and weekly work schedules will be made by the employer and such schedules may be changed by the Employer from time to time to suit varying conditions of business.

14.3 Meal Period

(a) A one-hour unpaid meal period will be provided to employees working in excess of six hours and taken within the three hours in the middle of the regular working day. Precise time to be arranged between the Employer and the employee.

- (b) By mutual agreement of the Employer and the employee, the one-hour unpaid meal period may be reduced to 30 minutes, to allow the employee to shorten their workday by 30 minutes.
- (c) Employees working in excess of five hours, but up to six hours, will be provided a 30-minute unpaid meal period.

14.4 Rest Period

Two rest periods per day of 15 minutes each, one in the morning and one in the afternoon, shall be provided without loss of pay.

Employees shall be entitled to rest periods as follows:

- (a) two to six hours workedone 15-minute rest period;
- (b) more than six hours workedtwo 15-minute rest periods.

ARTICLE 15 - OVERTIME**15.1 Definitions**

- (a) "*Overtime*" means:
 - (1) work performed by an employee in excess of the standard daily hours;
 - (2) work performed by an employee in excess of 35 hours per week.
- (b) "*Straight-time rate*" - means the hourly rate of remuneration.
- (c) "*Time and one-half*" - means 1½ time the straight-time rate.
- (d) "*Double-time*" - means twice the straight-time rate.

15.2 Overtime Premiums

- (a) Overtime will be calculated in 15-minute increments and will be paid for at one and one-half times the employee's straight-time hourly rate for the first two hours and two times the straight-time hourly rate thereafter.
- (b) Time worked by an employee on the employee's scheduled day off shall be paid for at one and one-half times the employee's straight-time hourly rate for the first two hours and two times the straight-time hourly rate thereafter.
- (c) Time worked on a Sunday shall be paid for at two times the employee's straight-time hourly rate.
- (d) Employees who work less than 15-minutes of overtime will not be eligible to claim overtime premiums.

15.3 Overtime Authorization

- (a) Overtime work must be authorized by a person designated by the Employer.
- (b) All employees have the right to refuse overtime, except when required to do so in an emergency situation. In case of emergency, employees may decline overtime on a seniority basis providing there are other qualified employees available to perform the work.

15.4 Callout

- (a) An employee called back to work after having completed a regular day's work, or from a regular day off, or from vacation, shall be paid at the applicable overtime premium specified in this section for a minimum of four hours or for time worked, whichever is greater. Travel time to and from the employee's residence will be considered time worked.
- (b) Callout will be offered to qualified employees in order of seniority by classification by worksite. An employee may decline callout. Where senior employee(s) decline the callout, the Employer may require the most junior employee(s) to perform the necessary work.

15.5 Overtime Meal Allowance

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

15.6 Overtime Payment

Employees who work overtime may elect to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay will be equal to the straight-time equivalent to the overtime earnings. Such accumulated time off must be scheduled prior to the end of each calendar year or it will be paid out.

ARTICLE 16 - DESIGNATED HOLIDAYS**16.1 Designated Holidays Identified**

- (a) Employees shall be provided a regular days' pay for designated holidays. Part-time employees will be provided a pro-rated amount of a regular days' pay.
- (b) The Employer agrees to provide all employees with the following designated holidays without loss of pay:

New Years Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

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

- (c) The branches shall close at 3:00 p.m. on Christmas Eve and New Year's Eve, provided that those days fall on a regular workday.
- (d) Should one of the above holidays fall on an employee's normal day(s) off, the employee shall receive an additional day or days off with pay, to be taken adjacent to the employee's normal day(s) off, or at a time mutually agreed between the employee and the Employer.
- (e) In the event that a statutory holiday falls on a day that a branch is normally closed, that statutory holiday to be taken on either the workday prior or the workday following. This will be determined by the Employer in the calendar year in which the statutory holiday occurs.

(f) In addition to the designated holidays set out in Section 16.1 above, each year full-time and part-time employees shall be granted two additional floating holidays.

16.2 Designated Holiday While on Vacation

In the event any of the holidays in Section 16.1 occur during the period of an employee's vacation, an additional full day's vacation with pay shall be allowed. Seniority will govern when more than the allowable number of employees request the same day off work, giving due consideration to the requirements of efficient operation of the Credit Union.

16.3 Eligibility for Holiday Pay

To qualify for compensation under Section 16.1 the employee, prior to the actual holiday, must:

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

16.4 Premium for Work on Designated Holiday

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

ARTICLE 17 - ANNUAL VACATION

17.1 Annual Vacation Entitlement

(a) All full-time and part-time employees shall be entitled to a vacation during the year in which it is earned in accordance with the schedule set out following.

Definitions:

"*Vacation Year*" - For the purposes of this article a vacation year shall be the calendar year commencing January 1st and ending December 31st.

"*First Vacation Year*" - The first vacation year is the calendar year in which the employee's first anniversary falls.

(b) Annual vacation entitlement shall be set out as follows:

Year of hire	10 days prorated
1 st to 4 th vacation year	15 days
5 th to 9 th vacation year	20 days
10 th to 14 th vacation year	25 days
Commencing the 15 th year and thereafter	30 days

(c) Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination, whichever comes first. A part-time employee will earn vacation on a prorated basis.

17.2 Supplementary Vacation

(a) After completing 20 or more years of full-time continuous service with the Employer, an employee shall, in addition to the regular vacation to which the employee is entitled, become eligible to receive a supplementary vacation with pay each five years as set forth below.

Days of Supplementary Vacation	Vacation Year
5 days	20 th
10 days	25 th
5 days	30 th

(b) In each subsequent fifth vacation year, an employee will receive an additional five days for that year.

(c) Supplementary vacation entitlement is prorated for part-time employees.

17.3 Payout of Vacation

(a) No employee shall take pay in lieu of taking the vacation entitlement time off.

(b) Upon termination of employment or death the Employer will pay to the employee any vacation time earned but not taken.

17.4 Vacation Scheduling

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

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

(b) The Employer will post a vacation schedule by January 1st of each year, and the employees shall select their vacation periods by February 28th. All vacations so selected by this time shall be confirmed by March 15th. This clause shall not be so construed to imply that vacation not selected by February 28th is to be disallowed.

(c) Vacation must be booked and taken off in blocks of one week or more. Each employee shall have the option to book five days of their vacation in blocks of less than one week subject to operational considerations.

(d) At least one employee in each department may select vacation for any time, however all vacation bookings are subject to operational requirements.

17.5 Vacation Carryover

Employees shall be permitted to bank five vacation days and take them in the following year. Employees making use of this provision may do so except when it interferes with the scheduling of other employees' regular vacation.

ARTICLE 18 - SPECIAL AND OTHER LEAVE

18.1 Bereavement Leave

- (a) In the case of a death in the immediate family of an employee, the employee shall be granted a bereavement leave with pay for four working days.
- (b) Employees may be granted up to two additional days leave with pay if travelling a distance of more than 100 kilometres away from their home community is required to attend the funeral.
- (c) Immediate family is defined as the employee's spouse, including a common-law spouse, parents/stepparents/parents-in-law, child/child-in-law, foster child, siblings/siblings-in-law/step-siblings, grandchildren/step-grandchildren, grandparents/step-grandparents and spouse's grandparents, and other close relatives, by mutually agreement between employer and employee.
- (d) Under special circumstances where leave from work is required to attend a funeral of someone other than an immediate family member, an employee is entitled to leave for one day at their regular rate of pay to attend a funeral as pallbearer or attend as a mourner. This leave shall not be unreasonably withheld.

18.2 Jury Duty/Court Appearances

- (a) Full-time regular employees and regular part-time employees summoned to jury duty shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two hours of their normal shift remains to be worked. Total hours on jury duty and actual work on the job in the office in one day shall not exceed normal working hours for purposes of establishing the basic workday. Any time worked in the office in excess of the combined total of the standard day shift shall be considered overtime and paid as such.
- (b) *Leave for Court Appearances:* The Employer shall grant paid leave to employees other than employees on leave without pay who serve as witnesses in a court action provided such court action is not occasioned by an employee's private affairs. Such leave shall not exceed two days per year. Upon request, a copy of the subpoena shall be supplied to the Employer.

18.3 General Leave

- (a) Notwithstanding any provision for leave in this agreement, the Employer may grant leave of absence without pay for up to 90 days, or such longer time as is provided in the Employer's policy. Requests should be submitted in writing to the Branch/Department Manager at least 30 days prior to the intended start date. Approval will not be withheld unjustly.
- (b) Upon returning from leave, the employee will be placed in their former or equivalent position.

18.4 Illness in Family Leave

In case of illness, serious enough to reasonably believe that a member of the immediate family will not survive, an employee will be granted up to three days' paid leave to visit the place of residence of the immediate family member.

Immediate family will be as set out in Article 18.1 (c).

18.5 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employer Insurance Act* is entitled to a leave of absence without pay of up to 27 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 52 weeks. Notwithstanding Clause 16, there will be no interruption in the accrual of seniority or eligibility for benefits provided arising from leave under this clause.

18.6 Absence Subsequent to Robbery or Hold Up

(a) Subsequent to a robbery, hold up or attempt at such, the occupational health and safety employees remains the primary consideration. Employees working at a worksite on a day when a robbery, hold up or attempt occurs will be given the balance of the day, along with the following day, off work without loss of pay.

(b) Such employees will be permitted to use Health Care Leave pending a determination of eligibility for WCB Wage Loss benefits.

18.7 Elections

Each employee eligible to vote in a federal or provincial election shall be entitled to four clear hours during the hours in which the polls are open to cast their ballot without loss of pay.

18.8 Unpaid Leave - Public Duties

The Employer shall grant, on written request, leave of absence without pay and without loss of seniority for employees to seek election in a municipal, provincial or federal election for a maximum period of 90 days.

ARTICLE 19 - PREGNANCY, PARENTAL AND PRE-PLACEMENT ADOPTION LEAVE

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this article. Every employee who intends to take a leave of absence under this article will be given at least four weeks' notice in writing to the Employer in writing of the length of leave intended to be taken.

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

19.1 Pregnancy Leave

(a) The employee will be granted leave for a period not longer than 17 consecutive weeks.

(b) The period of pregnancy leave will commence not earlier than 13 weeks before the expected date of delivery and no later than 17 weeks after the leave begins.

(c) Pregnancy leave may be extended for up to an additional six calendar months for health reasons where a qualified medical practitioners' certificate is presented.

19.2 Parental Leave

- (a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The Employer may request a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees will be granted parental leave as follows:
 - (1) in the case of the pregnant parent, up to 61 consecutive weeks commencing immediately following the end of the pregnancy leave under Article 19.1 - Pregnancy Leave.
 - (2) in the case of the other parent or the common-law partner of the pregnant parent, up to 62 consecutive weeks commencing within the 78-week period following the birth of the child,
 - (3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78-week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The Employer may require the employee's qualified medical practitioner or the agency that placed the child to certify that such an additional period of parental leave is required.

19.3 Pre-Placement Adoption Leave

Upon request and with appropriate documentation, an employee is entitled to pre-placement adoption leave without pay of up to three weeks per calendar year with a top-up of 85% of their basic pay during the leave period. The leave may be taken intermittently and only for the purpose of:

- (a) Attending mandatory pre-placement visits with the prospective adoptive child;
- (b) To complete the legal process required by the child's or children's country, including travel, for an international adoption while the employee is in the country. Leave under this provision will end with the placement of the adoptive child(ren). Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement adoptions are:
 - (1) Adoptions by a family member;
 - (2) Adoptions by the partner of a birth parent; and
 - (3) Adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

19.4 Benefit Waiting Period Allowance

An employee who qualifies for and takes leave pursuant to Article 19 and is required by Employment Insurance to serve a one week waiting period for Employment Insurance benefits, shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay.

19.5 Leave without Pay

All leave taken under Article 19 - pregnancy, parental and pre-placement adoption leave is leave without pay.

19.6 Benefits Continuation

- (a) For the leaves taken pursuant to pregnancy, parental and pre-placement adoption leave, the Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 19.7 the Employer will recover monies paid pursuant to this clause on a pro-rata basis.

19.7 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to pregnancy, parental and pre-placement adoption leave commenced if they do not return to work within one calendar month after the expiration of the leave taken, without other leave being approved.

19.8 Entitlements upon Return to Work

- (a) An employee who returns to work after the expiration of pregnancy, parental or pre-adoption leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited within seniority for the period of time covered by the leave.
- (b) On return from pregnancy, parental, or pre-placement adopt leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- (c) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Article 19.1 - Pregnancy Leave, 19.2 - Parental Leave, and 19.3 - Pre-Placement Adoption Leave.

19.9 Extended Child Care Leave

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

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

An employee on extended childcare leave will provide the Employer with at least one month's written notice of return from such leave.

Upon return from extended childcare leave, an employee will be placed in their former classification.

ARTICLE 20 - BENEFIT PLANS**20.1 Employee Benefits**

- (a) All full-time and part-time employees, who work 60 hours per month or more, shall become entitled to coverage as set out under 20.1(b) on the first day of the month following 90 calendar days of employment. The carrier for coverage under 20.1(b) shall be mutually agreeable to both parties.
- (b) The Employer will provide the following Benefits Program - (Details of the benefit plans are contained in brochures provided by the Employer).
 - (1) *Medical Services Plan of British Columbia*
 - (2) *Extended Health Care*

- (3) *Group Life* - Three times annual basic salary. Maximum coverage \$500,000. Coverage is reduced to 50% the above amount when you reach age 65.
- (4) *Critical Illness Insurance*
- (5) *Accidental Death and Dismemberment*
- (6) *Dental Care* - 75% coverage by the Carrier for Preventative, Basic and Major Procedures, and 50% for Orthodontics.
- (7) *Short-Term Disability* - The amount of the benefit is equal to 66.7% of the weekly basic earnings (subject to maximums).
- (8) *Long-Term Disability* - The amount of the benefit is equal to 75% of the employee's regular salary and commences on the expiry of short-term disability.
- (9) *Vision Care* - Including eye exams (subject to maximums).

(c) The premium costs for the above plans for all employees qualifying for benefits under Article 20.1(a) and (b) are split between the Employer and the Employee, with the Employer paying for 75% of all costs and the Employee paying for 25% of all costs. This provision excludes any costs related to optional additional coverages such as optional life or optional critical illness, if offered.

20.2 Pay in Lieu of Benefits

Part-time and casual employees not eligible for benefits coverage shall receive additional compensation equal to 10% of their hourly rates as specified in Appendix A for each hour worked, in lieu of benefits coverage.

20.3 Pension Plan

(a) All employees eligible for benefits will participate in an employer sponsored pension plan, following successful completion of their probationary period. Contributions towards the plan will be made on a biweekly basis with each of the employee's pay periods. Employees will choose between one of the following two options:

- (1) Participate in the Defined Benefit Pension Plan according to the terms outlined in Appendix C, or
- (2) Participate in the Defined Contribution Pension Plan. The Employer will contribute the equivalent of eight percent of the employee's annual income to this plan, and the employee will contribute five percent of their annual income to the plan.

(b) Employees will be able to make an alternative pension selection (either (1) or (2) above) a maximum of one time, a minimum of two years after their initial selection. In circumstances where an employee experiences a significant life event, an employee will be eligible to make another selection.

20.4 Health Care and Wellbeing Leave

(a) The Employer agrees that where an employee is unable to attend work due to illness, injury, or to attend to their health care or wellbeing, the employee will maintain their basic pay in accordance with the terms of the article.

(b) In each instance of absence, the Employer will continue to pay eligible employees up to five working days, or until Weekly Indemnity (Short-term Disability) Benefits commence, whichever occurs first. Further, where Weekly Indemnity (Short-term Disability) Benefits are triggered, the Employer shall

top up benefits to 85% of the employee's basic pay for a period of 17 weeks, or until Weekly Indemnity Benefits cease or until Long-Term Disability Benefits are triggered, whichever occurs first.

(c) In the case of a sudden illness of an immediate family member, health care and wellbeing leave may be used by the employee to care for the family member.

(d) The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

(1) a medical practitioner qualified to practice in the Province of BC, or

(2) the consulting physician to whom the employee is referred by the medical practitioner in 20.4(d)(1) above, providing medical evidence of the employee's inability to work in the circumstances where it appears that pattern of consistent or frequent absence from work is developing.

(e) Employees are entitled to use Health Care and Wellbeing Leave for necessary travel outside of their home community to obtain medical or dental treatment, or to accompany a spouse or dependant who is obtaining medical or dental treatment, subject to the following:

(1) It was not possible to schedule the appointment in a timely way outside regularly scheduled working hours;

(2) As much notice as possible will be provided to the Employer;

(3) The spouse and/or dependant child requires assistance to attend treatment;

(4) The Employer may request an employee provide a statement from a medical practitioner qualified to practice in the Province of BC, referencing the requirement to seek treatment.

(f) All employees are required to advise their Employer of intended absences and anticipated dates of return, as soon as practical.

(g) If the absence is covered by Workers' Compensation Board benefits, Health Care and Wellbeing Leave will not apply.

(h) Weekly indemnity benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

ARTICLE 21 - SALARY POLICY

21.1 Salary Schedule

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

The steps in the salary ranges are the minimum amounts to be paid an employee in accordance with Article 21.6 of this article and shall not be construed to mean an employee may not be advanced to the next step in their salary range before having the required service.

21.2 Pay Days

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

21.3 Job Descriptions

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

(b) All employees will have electronic access to their job description and a copy will be provided to the union.

21.4 New Positions

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

21.5 Promotion Increases

When a regular employee temporarily substitutes or is promoted to a higher position, they shall receive the minimum of the new salary range or the closest step to four percent above their current salary, whichever is greater.

21.6 Salary Progression

(a) Except as provided in Paragraph (b) following, employees shall progress to each such succeeding step in the salary range for their job group in accordance with the service required to qualify for such step.

(b) An employee placed on a step in the salary range at a point higher than they would qualify for length of service (on being hired or promoted in accordance with Article 21.5 of this article) shall move to the next step in their salary range upon completion of six months service following such a placement, subject to Article 21.6(c).

(c) Advancement from one salary step to another may be withheld due to inadequate performance under the following circumstance:

(1) the employee has been counselled regarding inadequate performance following their last job service salary increase; and

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

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

21.7 Employee Assigned to Higher Job Classification

Any employee assigned the duties of a higher job classification shall be paid at a higher rate, as determined by Article 21.5 of this article from the first full day of such assignment, except when the assignment is for training purposes. Training is not to exceed five working days.

21.8 Part-Time Employee Changing to Full-Time

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

21.9 Salary Policy on Recalls & Demotions

- (a) Employees recalled to their former position or to a position having the same salary range shall receive the current rate for the step in the salary range which they held at the time of layoff.
- (b) Employees recalled who accept a position in a salary range which is lower than for their former position shall be paid at a step in the salary range commensurate with their service at layoff.
- (c) An employee who transfers to a position in a lower salary range for reasons ascribable to the employee, shall be paid a salary rate for that group as set out in Appendix A of this agreement.

21.10 Volunteer Activity

- (a) It is recognized by both parties that there are occasions where employees may participate voluntarily in employer activities.
- (b) Where management deems that payment of wages would be appropriate such wages will be paid to all employees who participate at the employee's regular straight-time hourly rate

21.11 Salary Protection

- (a) An employee shall not have their salary reduced by reason of:
 - (1) a change in the classification of their position; or
 - (2) the employee being placed, by the Employer, into another position which has a lower maximum salary.
- (b) Where an employee's classification or position has changed as a result of conditions as described in Article 21.11(a) above, the employee will retain their current salary. If their salary is higher than the range for the position, they shall be red circled until such time as the difference between the maximum for the range and their salary is removed.

21.12 Employee Profit Sharing Plan

Bargaining unit employees will be included in Tier 5 of the Employee Profit Sharing Plan.

ARTICLE 22 - GENERAL PROVISIONS**22.1 Employee Training**

- (a) Both parties recognize the need to provide employees with opportunities to improve their qualifications in order to prepare for promotional advancement, upgrade their skills to adapt to new methods or procedures, and to qualify for new positions being planned. To meet these needs, the Employer shall establish an upgrading and/or training program when new equipment or systems are introduced.
- (b) When an employee completes a job related course on their own time, as approved in writing in advance by the Employer, the Employer will reimburse 100% of the cost of tuition, text, and examination cost of this course to the employee. This reimbursement will be made as follows:

- (1) 50% upon registration;
 - (2) 50% upon successful completion of the course.
- (c) When the Employer requests an employee to attend a Credit Union related course or courses, the Employer shall pay the full cost of registration.
- (d) Time spent attending a course the Employer has requested an employee to take, shall be considered as time worked as follows:
- (1) all hours actually spent in the course shall be considered as time worked and shall be paid at the employee's normal daily rate of pay.
 - (2) all hours travelling to the course shall be considered as time worked and shall be paid at the employee's normal daily rate of pay.
 - (3) all hours spent attending a course on Sundays shall be paid at one and one-half times the employee's rate of pay.
- (e) Where an employee is requested by the Employer to travel out of town to attend a course, all travel, meals and accommodation expenses shall be paid to the employee, in accordance with the Employer's Expense Policy for Employees. The terms of the expense reimbursement policy will be shared with the Employee in advance of attending the course.
- (f) All travel time will be during regular working hours whenever possible.
- (g) Upon enrolment of a qualifying Credit Union Institute of Canada, Certified Financial Planner and/or Mutual Funds designation course, the employee shall be entitled to:
- (1) One paid study day. A "*study day*" shall be defined as the number of hours the employee is normally scheduled to work. This day must be scheduled with the employee's manager according to operational needs.
 - (2) The day of examination shall be considered as time worked and paid at the employee's straight-time rate.
- (h) Upon successfully completing the course, the employee shall earn two additional vacation days (prorated for part-time employees) to use within one year's time of completing the course; scheduled at a time approved by the Employer.

22.2 Expense Reimbursement

Where an employee is requested by the Employer to travel for company business they shall be reimbursed for expenses as per the Employer's Expense Policy and Employees.

22.3 Employee Loans and Mortgages

All employees shall be entitled to apply for preferred rate loans and mortgages on the following basis:

- (a) The employee must have completed their probationary period with First Credit Union.
- (b) Preferred rates are subject to continued employment.
- (c) The employee must qualify for the mortgage or loan under all current normal lending policies and current normal rates.
- (d) Subject to the conditions of Article 22.3(a), (b) and (c) above being met:

(1) first mortgages will be at the best member rate for the applicable term less one percent on prime residences only, maximum of \$500,000.

(2) all other lending will be at prime lending rate to a maximum of \$50,000.

(e) *Floor rate* - at no time will the Credit Union reduce an employee benefit or discount lower than one percent.

22.4 Employee Deposits

Employee's registered and non-registered term-deposits with First Credit Union will be given the First Credit Union posted rate plus one quarter of one percent.

22.5 Employee Accounts and Credit Union Services

The following practices and benefits shall continue in place:

- (a) All employees who have completed their probationary period shall be entitled to one personal membership account free of service charges with the exception of charges for NSF or overdrafts.
- (b) A free small safety deposit box.
- (c) Occasional use of office equipment for personal use.
- (d) Annual donation to a charity of the members' choice in the amount of \$500 in the name of Unionized Employees of the First Credit Union.

22.6 Office Furnishings

The Employer agrees to provide the following at all branches:

- (a) Coffee and tea supplies;
- (b) Toaster, fridge, and other equipment.

22.7 Other Benefits

Credit Union Mutual Funds License renewal fees if the Employer requires the employee to hold the license.

All of the above noted benefits in Articles 22.5, 22.6, and 22.7 shall extend to employees upon hire.

22.8 Retired Employee Benefits

The Employer agrees to provide employees who retire with a minimum of 10 years' service with the provisions of Article 22.3 Employee Loans and Mortgages, Article 22.4 Employee Service Charges, and Article 22.5 Employee Deposits. Employee rates for loans, mortgages, and term deposits will only extend to the end of the existing term.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 Notice of Technological Change

The Employer will provide the Union with as much notice as possible of intention to introduce automation, equipment or changes in administrative procedures which might result in the reduction of personnel and/or changes in job duties sufficient to change job grouping.

The notice will include:

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

23.2 Retraining

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

ARTICLE 24 - CASUAL EMPLOYEES

Casual employees - shall be defined as employees hired to work other than regular full-time or regular, continuous part-time hours, to provide relief for vacations, all leaves of absence, extra short-term emergency help and peak periods of business.

24.1 Casual Employees Hourly Rate and Benefits

Casual employees shall be paid as set out in the wage appendices of this collective agreement. Casual employees will be paid an additional 10% of their hourly salary in lieu of benefits upon completion of the probationary period, and in addition, holiday pay as per the *Employment Standards Act*.

24.2 Casual Eligibility for Benefits

Casual employees who work an average of 60 hours or more per month for a 12-month period shall be eligible for benefits coverage.

24.3 Scheduling of Casual Work

- (a) Casual work will be issued on the basis of seniority. Part-time employees will have the opportunity to register for casual work. Part-time employees who have registered for casual work will be called before casual employees.
- (b) It is the responsibility of each employee seeking casual work to ensure that the Employer has a current telephone number and address for the purposes of offering work assignments. Failure on the part of the employee to provide this information may result in the forfeiture of work opportunities.
- (c) Employees will be called for possible work opportunities between the hours of 8:30 a.m. to 10:00 a.m., Monday through Saturday. For work opportunities where more than two weeks' notice is provided, employees will be given 48 hours to respond to the offer of work.
- (d) Declined Opportunities

Casual employees who are contacted and decline, or are unavailable during the hours of 8:30 a.m. to 10:00 a.m., will be deemed as having declined a work opportunity, except as provided in Clauses 24.3(e), (f) and (h) below. Casual employees who decline three work opportunities in a calendar quarter will be placed at the bottom of the casual recall list and have their seniority zeroed.

- (e) Where the Employer is unable to contact casual employees outside of the scheduled periods it will not count such unavailability for the purposes of Clause 24.3(b).
- (f) Casual employees who are unavailable in the following circumstances, will not have the decline or unavailability count as an occurrence for purposes of Clause 24.6(b):

- (1) absence on a WCB claim;
- (2) pregnancy leave, parental or adoption leave;
- (3) absence on bereavement leave;
- (4) illness, proof of illness may be required if the absence is greater than three days or where it appears a pattern of consistent or frequent absence is developing;
- (5) illness of, or inability to obtain child care for a dependant child where no one other than the casual employee can care for the child. Proof of illness or inability to obtain child care may be required if a pattern of consistent absence is developing;
- (6) union leave;
- (7) jury duty;
- (8) medical or dental appointments;
- (9) approved leave of absence;
- (10) unavailability per Article 24.3(h).

(g) Where the Employer is unable to contact casual employees during the scheduled time periods established in Section (c) above, they are considered to have been unavailable for work for purposes of Clause 24.3(d) above and, in the event of the second occurrence, the Employer shall advise the employee.

(h) Casual employees, with the agreement of the Employer, may specify days and/or times of availability, providing at least one month's notice to the Employer. Such agreed to days and/or times, and any agreed to alterations thereto, shall be in writing and include the days and/or times, and effective date.

24.4 Casual Probationary Period

(a) Casual employees who have completed their initial probationary period of 60 days worked or six months of availability, as per Article 24.3, whichever comes first and becomes a regular employee, through conversion at Article 24.2 or through posting, as per Article 12.1, shall not be required to serve a subsequent probationary period.

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

(c) During the suitability period, casual employees will continue to receive an additional 10% of their hourly salary in lieu of benefits. Upon completion of the suitability period, casual employees shall be eligible to receive benefits as outlined in Article 20 in accordance with and subject to the terms of the plan.

24.5 Layoff and Recalls

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

24.6 Leave of Absence

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

ARTICLE 25 - OCCUPATIONAL HEALTH AND SAFETY

25.1 Conditions

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of British Columbia pertaining to the working environment will be fully complied with. First aid attendants, kits, and equipment will be supplied in accordance with this section.

25.2 Working Environment

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

25.3 Joint Occupational Health and Safety Committee

- (a) The parties agree that a Joint Occupational Health and Safety Committee shall be established; and the committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers Compensation Act*.
- (b) The Committee will be comprised of a minimum of two worker representatives appointed by the Union from the qathet region, one worker representative from the Vancouver Island region, and three employer representatives appointed by the Employer. In no case will the Employer's members outnumber those of the Union. Worker representative alternates will also be appointed to the Committee by the Union and will be afforded the same rights and responsibilities as a regular member of the Committee.
- (c) A worker co-chair will be elected from the worker representatives of the Committee and the employer co-chair will be appointed by the Employer.
- (d) The Committee will meet at least once per month, or at the call of either party to make recommendation on hazardous, dangerous, or unsafe workplace conditions.
- (e) All minutes of the Committee will be recorded in a mutually agreed format and copies will be forwarded to the worker representatives of the Committee.
- (f) Worker representatives of the Committee shall not suffer any loss of pay for the time spent to prepare for or attend a committee meeting or for carrying out any functions or duties as committee member in accordance with the *Workers Compensation Act*.

25.4 Mental Health

The parties recognize the importance of supporting and promoting a psychologically healthy workplace and as such will adhere to all applicable statutes, policy, guidelines and regulations pertaining to the promotion of mental health.

The Employer will support the provision of education and training in mental health first aid for the health and safety representatives. The course will be provided at the Employer's expense, and participants shall be given leave to attend with full pay, benefits, and without loss of seniority.

25.5 Unsafe Work

- (a) An employee may exercise their right to refuse to do unsafe work pursuant to Section 3.12 of the Occupational Health and Safety Regulations of the *Workers Compensation Act*.
- (b) An employee must not be subject to discriminatory or disciplinary action pursuant to the Occupational Health and Safety Regulations of the *Workers Compensation Act*.

25.6 Workplace Violence/Aggressive Conduct

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

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

25.7 Injury Pay Provision

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

25.8 Strain Injury Prevention

- (a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illnesses which are work related.
- (b) Local Occupational Health and Safety (or union and employer designated safety representatives) shall, in the performance of regular worksite inspections, identify the potential risk factors which may contribute to strain injury or illness, in a manner consistent with WCB regulation, policy, and guidelines developed by the Joint Occupational Health and Safety Committee.
- (c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer will seek the appropriate advice with respect to the risk factors noted in (b). Such advice will be sought from resources which will include the Joint Occupational Health and Safety Committee or worker health and safety representatives.

25.9 Investigation of Incidents

- (a) Pursuant to the *Workers Compensation Act*, Part 3 Division 10, governing Accident Reporting and Investigation, all accidents/incidents shall be jointly investigated by at least one worker representative and one employer representative. This will include motor vehicle incidents and incidents that did not involve an injury to a worker, or involved only minor injury not requiring medical treatment, but had the potential for causing serious injury to a worker.
- (b) In the event of a fatality the Employer shall notify the Union President, or designate as soon as possible of the nature and circumstances of the accident and arrange as soon as possible for an investigation pursuant to (a) above.

(c) Time spent in incident investigation will be considered time worked based on the employees' classification in effect at the time of the investigation. Applicable overtime rates will also be paid.

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

25.10 Transportation of Accident Victims

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

ARTICLE 26 - TERM OF AGREEMENT

26.1 Duration

This agreement shall be binding and shall remain in effect to midnight March 31, 2024.

26.2 Notice to Bargain

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, 2024, but in any event not later than midnight March 31, 2024.

(b) Where no notice is given by either party prior to March 31, 2024, both parties shall be deemed to have been given notice under this article on March 31, 2024, and there upon Article 26.3 of this agreement applies.

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

26.3 Commencement of Bargaining

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

26.4 Changes in Agreement

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

26.5 Agreement to Continue in Force

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

26.6 Effective Date of Agreement

The provisions of this agreement, except as otherwise specified, shall come into force and effect on April 1, 2022.

**SIGNED ON BEHALF OF
THE UNION:**

DocuSigned by:
Stephanie Smith
6B01B367B8FF46D...
Stephanie Smith
BCGEU President

DocuSigned by:
Jana Jones
9CF76D1862E644D...
Janalynn Jones
Bargaining Committee Chairperson

DocuSigned by:
Jennifer Keenan
87C762DDA4B2437...
Jennifer Keenan
Bargaining Committee Chairperson

DocuSigned by:
Wendy Larkin
8C4730C9D6FA426...
Wendy Larkin
Bargaining Committee Member

DocuSigned by:
Kathy Warriner
3A42217115A14E9...
Kathy Warriner
Bargaining Committee Member

DocuSigned by:
Sean Antrim
4359663888A040E...
Sean Antrim
BCGEU Staff Representative

Date: June 2, 2023

**SIGNED ON BEHALF OF
THE EMPLOYER:**

DocuSigned by:
Charlene Reinisch
B5B6FC6AD28A467...
Charlene Reinisch
VP Human Resources

DocuSigned by:
Kelsey Wood
C81455E812E2487...
Kelsey Wood
Human Resources Manager

APPENDIX A
Job Classification and Hourly Wage Rates

Classification	Step	2021 Revised Wage	Apr 1/22 5%	Apr 1/23 3%
Group I: Financial Service Representative 1 Teller Commercial Teller Accounting Clerk 1	Start	21.35	22.42	23.09
	6 mos.	22.15	23.26	23.96
	12 mos.	22.90	24.05	24.77
	18 mos.	23.65	24.83	25.58
Group II: Financial Services Representative 2 Member Service Representative Financial Services Administrator 2 Loans Administrator Non-Licensed Wealth Management Assistant Call Centre Receptionist Accounting Clerk 2	Start	22.35	23.47	24.17
	6 mos.	23.10	24.26	24.98
	12 mos.	23.85	25.04	25.79
	18 mos.	24.60	25.83	26.60
	24 mos.	25.35	26.62	27.42
	30 mos.	26.10	27.41	28.23
Group III: Financial Service Representative 3 Senior Member Service Loans Interviewer Head Teller Personal Account Manager - Level 1 Financial Services Administrator 3 Licensed Wealth Management Assistant Loans Administrator (Supervisory) Accounting Clerk 3	Start	24.94	26.19	26.97
	6 mos.	25.69	26.97	27.78
	12 mos.	26.44	27.76	28.59
	18 mos.	27.19	28.55	29.41
	24 mos.	27.94	29.34	30.22
	30 mos.	28.69	30.12	31.03
	36 mos.	29.44	30.91	31.84
	36 mos.	29.44	30.91	31.84
Group IV: Financial Service Representative 4 Senior Member Service (Supervisory/Lending limits) Loans Officer Teller Supervisor Branch Supervisor Personal Account Manager - Level 2 Financial Services Administrator 4 Licensed Wealth Management Assistant (Compliance)	Start	27.55	28.93	29.80
	6 mos.	28.40	29.82	30.71
	12 mos.	29.25	30.71	31.63
	18 mos.	30.10	31.61	32.55
	24 mos.	30.85	32.39	33.36
	30 mos.	31.60	33.18	34.18
	36 mos.	32.35	33.97	34.99
	36 mos.	32.35	33.97	34.99
Group V: Financial Service Representative 5 Commercial Loans Officer Sales & Service Supervisor	Start	30.88	32.42	33.40
	6 mos.	31.73	33.32	34.32
	12 mos.	32.58	34.21	35.24
	18 mos.	33.43	35.10	36.15
	24 mos.	34.18	35.89	36.97
	30 mos.	34.93	36.68	37.78
	36 mos.	35.68	37.46	38.59
Group VI: Financial Service Representative 6	Start	35.86	37.65	38.78
	6 mos.	36.81	38.65	39.81
	12 mos.	37.76	39.65	40.84
	18 mos.	38.71	40.65	41.86
	24 mos.	39.66	41.64	42.89
	30 mos.	40.61	42.64	43.92

All GWIs retroactive to April 1st of each agreement year.

* In April of 2023, should the Consumer Price Increase (Canada Total CPI) all items for the previous 12 months be higher than 4.5%, the parties agree to convene a special meeting of the Joint Labour Management Committee to discuss an additional inflationary increase to the April 1, 2023 general wage increase. Should the parties not be able to come to a mutual agreement, either party may seek mediation or binding arbitration under Article 9 of the collective agreement.

**APPENDIX B
Authorization for Deduction**

I, _____ hereby authorize the First Credit Union
(please print)

to deduct from the wages due to me, initiation fees, union dues and assessments and to transmit same to the B.C. General Employees' Union.

I understand that the amounts to be so deducted shall be certified by the Union, to be in effect in accordance with the Union's Bylaws to the First Credit Union.

Date

Witness - Employer

Employee's Signature

*Note: One copy to be retained by the Employer.
One copy to be provided to the Branch Steward.*

**APPENDIX C
Pension Plan**

The Pension Plan shall be the BC Credit Union Employees Pension Plan (January 1, 2003) and shall be a condition of employment effective the first month following completion of six months' service.

All employees who were part of the Group RRSP Plan prior to January 1, 2003, have the option of transferring these funds to the BC Credit Union Employees Pension Plan.

If an employee should be laid off and placed on the recall list, they cannot withdraw full or partial funds from the Group RRSP plan until they are fully terminated.

When an employee terminates their employment, they may withdraw all of their own contributions, plus all of the Employer's contributions, and all interest earned from the Group RRSP plan. In order for this part of the Plan to be feasible, there will be no withdrawal of plan funds permitted until one month after

the employee terminates their employment (and is no longer on the recall list) subject to maturity of any current options, i.e., terms.

Continuous service of an employee on a paid leave authorized by the Employer, shall not be considered as interrupted service. Therefore, contributions by the Employer and employee will continue in the usual manner.

For employees on pregnancy leave, weekly indemnity or long-term disability contributions will continue as per the BC Credit Union Employees Pension Plan.

Should the employee die, all monies in the Group RRSP plan will be turned over to the beneficiary of the employee once the term of the RRSP matures. Monies on deposit in variable rate options will be turned over to the beneficiary after one month. Monies in the BC Credit Union Employees Pension Plan will be turned over to your beneficiary as per BC Pension legislation.

LETTER OF UNDERSTANDING 1
Administration Office Worksite

Notwithstanding the provisions of Article 2.1 and 2.2, it is understood that there are Accounting Clerk positions in the bargaining unit who primarily work from the 4448 Marine Avenue Administration Office, and that periodically, other employees from the bargaining unit may work from this location when necessary.

LETTER OF UNDERSTANDING 2
2022 Dovetailing of Seniority List

The parties agree that because Union Bay Credit Union Employees are now First Credit Union Employees a shared seniority list is required. After discussion with the parties, the following process has been agreed to, on the basis that due to record-keeping and differences in process, a perfectly accurate seniority list would be very difficult to create.

Therefore, we agree to the following:

As of January 31, 2022, the existing First Credit Union employees and former Union Bay Credit Union employees will be placed on the same seniority list.

For this list only, seniority will be calculated as follows:

For First Credit Union Employees:

- (1) The Employer will take the days of seniority listed on the January 31, 2022 First Credit Union Seniority list and multiply this number by seven hours;

For Former Union Bay Credit Union employees:

- (1) The Employer will take the number of hours from the most recent Union Bay Seniority List
- (2) The Employer will add three hours for each week since the date of hire for full-time employees.

The Employer will then take the above calculations and merge the number onto one seniority list. This list will be posted as per the process in Article 11.3.

LETTER OF UNDERSTANDING 3
2021 Legacy Grid for Group I & Group V

At the time of ratification of this agreement, Group 1 and Group V employee's base salary rate will remain true to the step progressions outlined in the legacy grid published prior to ratification. General wage increases apply. If an employee moves into another position they will move off the legacy grid and onto the current grid. See table below for details.

Classification	Step	Apr 1/21	Apr 1/22 5%	Apr 1/23 3%
Trainee		20.69	21.72	22.38
Group I: Financial Service Representative 1 Teller Commercial Teller Accounting Clerk 1	Start	21.35	22.42	23.09
	6 mos.	22.58	23.71	24.42
	12 mos.	22.86	24.00	24.72
	18 mos.	23.64	24.82	25.57
	24 mos.	24.38	25.60	26.37
	30 mos.	25.12	26.38	27.17
Group V: Financial Service Representative 5 Commercial Loans Officer Sales & Service Supervisor	Start	33.07	34.72	35.76
	6 mos.	34.00	35.70	36.77
	12 mos.	34.94	36.69	37.79
	18 mos.	35.87	37.66	38.79
	24 mos.	36.80	38.64	39.80
	30 mos.	37.74	39.63	40.82
	36 mos.	38.69	40.62	41.84

* *Trainee* - Employee moves automatically to Start Rate of Group 1 Salary Range after not more than 90 working days service. This Trainee rate shall only be used where the new employee does not have previous job related experience.