

COLLECTIVE AGREEMENT

Between:



KHALSA CREDIT UNION

ਖਾਲਸਾ ਕਰੈਡਿਟ ਯੂਨੀਅਨ

And:



UNIFOR

Local3000

Effective: January 1, 2022 - December 31, 2024

TABLE OF CONTENTS

ARTICLE 1 - INTRODUCTION.....	1
ARTICLE 2 - UNION RECOGNITION	2
ARTICLE 3 - UNION SECURITY.....	6
ARTICLE 4 - MANAGEMENT RIGHTS.....	6
ARTICLE 5 - NO DISCRIMINATION OR HARASSMENT	7
ARTICLE 6 - DEFINITION OF EMPLOYEES.....	10
ARTICLE 7 - SENIORITY	11
ARTICLE 8 – LAYOFF, BUMPING AND RECALL.....	12
ARTICLE 9 - JOB POSTINGS AND JOB AWARDS.....	13
ARTICLE 10 - HOURS OF WORK	15
ARTICLE 11 - STATUTORY AND GENERAL HOLIDAYS	17
ARTICLE 12 - ANNUAL VACATION	18
ARTICLE 13 - LEAVES OF ABSENCE	20
ARTICLE 14 - NOTICE OF CLOSURE AND SEVERANCE.....	22
ARTICLE 15 - HEALTH, SAFETY AND ENVIRONMENT	23
ARTICLE 16 - LIAISON COMMITTEE	24
ARTICLE 17 - TECHNOLOGICAL CHANGE	24
ARTICLE 18 - ROBBERY OR HOLD-UP.....	25
ARTICLE 19 - DISCIPLINE	25
ARTICLE 20 - GRIEVANCE RESOLUTIONS.....	26
ARTICLE 21 - ARBITRATION.....	27
ARTICLE 22 - HEALTH AND BENEFITS	28
ARTICLE 23 - SALARY POLICY	31
ARTICLE 24 - PAID EDUCATION FUND	33
ARTICLE 25 - DURATION.....	33
APPENDIX "A" - AUTHORIZATION FOR CHECK-OFF OF DUES.....	34
APPENDIX "B" - SALARY GRIDS	35
LETTER OF UNDERSTANDING #1.....	36
LETTER OF UNDERSTANDING #2.....	37
LETTER OF UNDERSTANDING #3.....	38
LETTER OF UNDERSTANDING #4.....	39
LETTER OF UNDERSTANDING #5.....	40

LETTER OF UNDERSTANDING #6.....41
SIGNING PAGE42

ARTICLE 1 - INTRODUCTION

1.01 PURPOSE OF THIS COLLECTIVE AGREEMENT

- (a) The purpose of this Collective Agreement is to maintain harmonious relationships between Khalsa Credit Union (the Employer), its employees and Unifor Local 3000 (the Union).

This Collective Agreement defines clearly employment status, hours of work, rates of pay, conditions of employment, Management rights, employee rights, Union rights, provides methods for proactive communication between the Parties and processes for settling grievances which may from time to time arise.

- (b) The Parties recognize that Khalsa Credit Union is engaged in providing vital financial services through a closed bond association to members of the Sikh community.

There is an obligation on Khalsa Credit Union, its employees and Unifor for the continuous, efficient performance of these services to Credit Union members during and within the terms of the Collective Agreement.

- (c) Each Party assumes responsibility for the administration of the Collective Agreement in a manner that recognizes their own and each other's respective rights and responsibilities while promoting the mutual interests of both Khalsa Credit Union and its employees.

The Parties recognize that all efforts are based on having a teamwork approach, working in partnership between Khalsa Credit Union, its employees and Unifor Local 3000 Representatives.

The Parties acknowledge the changing nature of providing Credit Union financial services and recognizes that the relationship of the Parties will change, mature and grow as we work together.

1.02 FUTURE LEGISLATION

In the event that any future legislation renders null and void or materially alters any provisions of this Collective Agreement, the Parties shall negotiate a mutually agreeable provision to be substituted for the provisions so affected at the earliest possible opportunity.

1.03 CONFLICT WITH ACTS AND REGULATIONS

It is recognized that the Employer is regulated by and is required to adhere to the Credit Union Incorporation Act of British Columbia, the Financial Institutions Act of British Columbia, the Company Act of British Columbia and the respective regulations tied to each Act.

If there is any conflict between this Collective Agreement and any of these Acts or regulations or any other legislation or regulations, the Parties shall negotiate a mutually agreeable provision to be substituted for the provision that is null and void, at the earliest possible opportunity.

ARTICLE 2 - UNION RECOGNITION

2.01 EXCLUSIVE BARGAINING AGENT

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees covered by the certification issued on May 16th, 2000 by the Labour Relations Board of British Columbia as modified by Article 2.03 of this Collective Agreement.
- (b) The term "employee" as used in and for purposes of this Collective Agreement shall include all employees of the Employer who are covered by the certification, or are subsequently covered by the Certification.

2.02 PERFORMANCE OF BARGAINING UNIT WORK

- (a) Employees whose regular job that is not in the Bargaining Unit shall not perform Bargaining Unit work, except:
 - (i) For the purposes of training and education of new employees, or employees who have been advanced to new positions, or employees who are receiving cross training and remedial training.
 - (ii) Where an unexpected situation has arisen that requires a non-Bargaining Unit employee to perform Bargaining Unit work in order to resolve the unexpected situation.
 - (iii) To cover off for rest and lunch periods where required.
 - (iv) For practical and efficient operation of the Credit Union, practices in place at the time of certification shall continue.
- (b) Where a situation arises that requires a non-Bargaining Unit employee, to perform Bargaining Unit work that is not spelled out above, the Employer shall explain the situation to a Union Representative.

The Union shall not oppose such action unreasonably.

2.03 EXCLUDED POSITIONS

The following positions are excluded from the certification and are not covered by this Collective Agreement:

- Chief Executive Officer
- Chief Operating Officer
- Chief Financial Officer
- Confidential Executive Secretary
- Manager of Internal Controls
- Manager, Human Resources
- Manger, Branch Operations
- Senior Manager Credit
- Commercial Accounts Manager
- Community Branch Manager
- VP Credit
- Senior Mobile Mortgage Specialist

2.04 SERVICES, PRODUCTS PRODUCED UNDER FAIR LABOUR CONDITIONS

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

2.05 TIME OFF FOR UNION BUSINESS

- (a) As operational requirements permit, time off without pay and without loss of seniority shall be granted:
 - (i) to an elected or appointed Representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (ii) for elected or appointed Representatives of the Union to attend to Union business which requires them to leave their work area;
 - (iii) to employees called by the Union to appear as witnesses before an arbitration hearing or the Labour Relations Board.
- (b) For renewal of the Collective Agreement the Employer will permit up to two (2) employees who are Representatives of the Union on the Bargaining Committee to attend meeting of the Bargaining Committee without loss of pay for up to ten (10) days each. No overtime will be paid.
- (c) To facilitate the administration of this Clause, the time off shall be given with current pay and the Union shall reimburse the Employer on receipt of an invoice for the salary and benefit costs, including any travel time and costs incurred.

2.06 NO OTHER AGREEMENTS

No employee covered by this Collective Agreement shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions of employment, which would vary or directly conflict with the terms and conditions of employment contained herein, other than as required by Legislation and Regulations.

2.07 CORRESPONDENCE

- (a) Correspondence or any notice to be given by one Party to the other shall be mailed or delivered by hand as follows:
 - (i) In the event of correspondence to Khalsa Credit Union:
Khalsa Credit Union Attn: Human Resources
305 - 8788 - 120th Street
Surrey, BC V3W 3N6

A copy will be forwarded to the appropriate Branch Manager.
 - (ii) In the event of correspondence to Unifor:
Unifor, Local 3000 Attn: Local Representative
1st Floor, 326 - 12th Street
New Westminster, BC V3M 4H6

A copy will be forwarded to the appropriate Shop Steward.

- (iii) For convenience, where mutually agreed, a notice may be faxed or emailed to the other Party.

2.08 SHOP STEWARDS

- (a) The Employer shall recognize up to two (2) regular employees per Branch, elected or appointed by the Union to act as Job Stewards. Of these, one (1) shall be identified as the Chief Job Steward. These employees must have completed their probation period of employment.

In the absence of one (1) of the stewards, the next geographically closest Steward will substitute.

Only one (1) Shop Steward shall act at any one time on a specific grievance or issue.

Where a Steward is required to substitute in a different geographic area to carry out Union duties, the Employer shall pay travel time and expenses [Canada Revenue Agency (CRA) deduction limit rate for automobile allowances] to carry out such duties.

The Union will advise the Employer in writing of the names of the Shop Stewards and any changes in Stewards.

- (b) All new employees will be introduced to the Shop Steward, when available during the first day of employment during a mutually convenient time.

The Steward will be given fifteen (15) minutes to orient the new employee to Union membership, provide a copy of the Collective Agreement, and explain the employee's obligations to the Employer and the Union.

- (c) Stewards may take reasonable time during working hours to investigate and process a grievance or confer with a Union Representative without loss of pay.

Stewards will obtain permission from their immediate Supervisor in advance. Such permission will not be unreasonably withheld. Where practical for the Steward, such issues may be investigated outside of working hours.

- (d) The Employer agrees that there will be no discrimination against an employee who is carrying out the duties of a Shop Steward, complying with the terms and conditions of this Collective Agreement and the Labour Relations Code of British Columbia.

2.09 UNION ACCESS TO INFORMATION

- (a) The Employer will give access to a Bargaining Unit employee's Personnel File to the employee or to a duly authorized Union Representative for whom the employee has consented in writing that the Employer may provide access to information in the employee's file.
- (b) Requests for access to an employee's Personnel File shall be made in writing and scheduled at a mutually convenient time.

- (c) The employee Personnel File and its contents cannot be removed from the office and a Management Representative of the Employer shall be present at all times.

2.10 BULLETIN BOARD

The Employer shall provide a bulletin board on the premises for purposes of posting official Union notices that may be of interest to Union members.

Such notice boards shall be located in a place visible only to employees.

All materials shall be posted only upon the authority of the Shop Stewards. All notices shall be submitted to the Employer before being posted.

2.11 LEGAL PICKET LINE

The Employer shall not discipline an employee for honouring 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 line.

Further, where the Picket Line in question does not involve a dispute between the Union and the Employer, the Union shall attempt to minimize disruptions to the Employer's business.

2.12 WOMAN'S ADVOCATE

The Parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these other issues.

For this reason, the Parties agree to recognize the role of Women's Advocate in the workplace.

The Women's advocate will be determined by the Union from amongst the female Bargaining Unit employees. The Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Company agrees to provide access to a confidential phone line and voice mail that can be maintained by the Women's Advocate and that is accessible for female employees to contact the Women's Advocate. As well, the Company will provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.

The Company and the Union will develop appropriate communications to inform female employees about the advocacy role of the Women's Advocate providing contact numbers to reach the Women's Advocate.

The Company will also assign a Management support person to assist the advocate in their role.

The Women's Advocate shall be granted leave without pay to participate in a initial forty (40)-hour basic training program and an annual three (3) day update training program delivered by the National Women's Department.

2.13 CONTRACT PRINTING

The Employer shall share half (½) of the cost of printing the contract at a Unifor print shop.

ARTICLE 3 - UNION SECURITY

3.01 CHECK OFF - PROCESS AND PROCEDURE

- (a) The Employer shall distribute a written authorization form to new employees upon their hire, as set out in Appendix A.
- (b) On receipt of signed employee authorization, the Employer shall deduct initiation fees, Union dues, fees and assessments from the wages of each employee on the following pay period.
- (c) The Employer shall forward such monies deducted to the Local Union Secretary-Treasurer together with an itemized statement of what deductions were taken from which employee by the fifteenth (15th) of the month following the deduction. Data shall be as currently provided, respecting information pertaining to the union dues check-off process, in an Excel spreadsheet format including all hours worked.
- (d) The Employer agrees to show on each employee's Income Tax Earnings and Deductions report, the amount of Union charges deducted.

3.02 MEMBERSHIP

- (a) All employees of the Bargaining Unit on May 16, 2000, the date of certification, are or shall become members of Unifor.
- (b) All employees hired into the Bargaining Unit subsequent to the date of certification shall become members of the Union upon commencing their first day of employment.

Any members to be excluded from the bargaining Unit shall be by mutual agreement between the Parties and spelled out in Article 2.03 of this Agreement, or by Letter of Understanding should such exclusion be agreed to during the life of this Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 MANAGEMENT RIGHTS

The Union recognizes the right of the Employer to manage and operate the business and direct the employees subject to the provisions of this Collective Agreement.

4.02 DELEGATION OF AUTHORITY

Actual direction of the office and branch staff will be under the authority of the Chief Executive Officer, who, in turn, may delegate any portion of these duties and authority to others in Management and/or Supervisory capacity.

ARTICLE 5 - NO DISCRIMINATION OR HARASSMENT

5.01 NO DISCRIMINATION

Neither the Union nor the Employer shall discriminate because of a person's religion, race, colour, ancestry, place of origin, political belief, marital status, family status, physical or mental disability, sex, sexual orientation, age or criminal or summary conviction unrelated to the persons employment subject to bona fide occupational requirements.

It is recognized that the Employer is a closed religious bond Credit Union where staff shall mirror the community it serves.

Every employee, Union or Management Representative is entitled to fair treatment in the workplace and shall not discriminate against any person as per the British Columbia Human Rights Act.

Furthermore, Parties to this Agreement and those governed by said Agreement shall ensure that all members of the Credit Union's in this Agreement are treated equally and with integrity, trust and respect. The Employer and the Union shall endeavour at all times, to promote a work environment which is supportive of the productivity, personal goals and self-esteem of every employee. To this end, both Parties will maintain open lines of communication and shall promote a good relationship built on mutual trust and respect.

5.02 NO HARASSMENT

The Union and the Employer recognize their responsibility to provide and maintain a work environment of mutual respect, which recognizes the personal rights of all employees to work free from harassment, including sexual harassment.

5.03 SEXUAL HARASSMENT

- (a) Sexual harassment means conduct or comments of a sexual nature that are unwelcome, and that detrimentally affects the work environment or lead to adverse job-related consequences.
- (b) Sexual harassment includes, but is not limited to, such things as:
- a compromising invitation with sexual overtones or sexual comment;
 - unwanted touching;
 - unwelcome sexual flirtations, advances or propositions;
 - sexually suggestive, obscene or degrading comments or gestures;
 - offensive jokes of a sexual nature; leering or staring;
 - displaying or circulating pictures or other material of a sexual nature;

- unwelcome questions or remarks about a person's sex life, appearance, clothing, etc.

5.04 CONFIDENTIALITY

All Parties involved with a complaint or harassment agree to treat the complaint and any investigation of the complaint confidentially.

This confidentiality, however, shall not preclude the sharing of such information as is necessary to ensure the Parties are treated fairly.

5.05 COMPLAINT PROCEDURE

(a) An employee should take prompt steps to clearly tell the person that the comments and/or behaviours are not welcome and clearly ask the person to stop.

(b) Informal Process

(i) Depending on the nature of the incident or in the event of a repeated incident or continuation of the behaviour, the employee may choose to immediately report it to an Employer, Representative and/or Shop Steward.

(ii) The complainant may approach a Management, Representative or a Union Representative to discuss potential means of resolving the complaint and to request assistance in resolving a matter.

A complaint shall be made within ten (10) working days of the incident.

(iii) On receipt of a complaint, the Management, Representative or a Union Representative contact will immediately inform their counterpart.

The Union and Management Representatives will jointly interview the employee who is a member of the Bargaining Unit.

Based on the interview, they will advise the employee if the complaint can be resolved quickly, does not fit within the definitions of this Article or if the complaint should be put into writing as a formal complaint.

(iv) If the matter is resolved to the complainant's satisfaction, the matter is considered finalized and the issue is closed.

(c) Formal Written Complaint

(i) A formal written complaint must be filed within thirty (30) calendar days of the incident and should include:

- the name of the complainant;
- the name of the accused offender and other circumstances related to the complaint;
- where and when the harassment occurred;
- the specific nature of the alleged harassment and an explanation of why it is considered harassment, if it is not obvious;

- the remedy sought by the complainant.
- (ii) The individual respondent has the right to receive a copy of the complaint and to be given an opportunity to respond to all allegations.
- (iii) Both the complainant and the respondent (if a member of the Bargaining Unit) shall be advised of their right to have a Shop Steward present with them during all meetings convened during the course of the investigation.

The Union agrees that both the complainant and the respondent shall have the right to independent representation.

- (iv) The complainant shall have the right to be reassigned pending disposition of the complaint, if they request reassignment.
- (v) For joint investigations involving employees who are in the Bargaining Unit, the Management Representative and the Union Representative will jointly interview the witnesses and the alleged harasser.

If deemed appropriate by the Management or Union Representative, the investigation process will include a woman.

- (vi) The Employer and the Union Representative shall do their best to conclude the investigation of the formal complaint within ten (10) working days of receiving it or such longer period as mutually agreed.
- (vii) The Employer Representative will complete a report of the findings of the investigation in consultation with the Union Representatives involved in the investigation.
- (viii) When the respondent is a member of Management an independent investigator agreed to by the Parties will investigate the complaint.

The complainant, if a member of the Bargaining Unit, shall have the right to Union representation.

The investigator will prepare a report on their findings and provide a copy to both the Employer and the Union.

The Employer and the Union will share the cost for the investigator equally.

- (ix) The report findings will be reviewed with the complainant and the respondent.
- (x) If a complaint is found to have merit, the Employer will take decisive, suitable action, including discipline, where appropriate.

(d) Resolution

- (i) Where the Parties agree the matter is resolved to the complainant's satisfaction, the matter is resolved.
- (ii) Where the complainant or the respondent is not satisfied with the disposition of the matter, in consultation with the Union, they may file

a grievance at Step 3 of the grievance procedure outlined in Article 20 - Grievance Resolutions.

- (iii) If the issue is not resolved in the grievance procedure, the issue may be referred to Arbitration, in accordance with Article 21 - Arbitration of this Collective Agreement.
- (iv) The Parties agree that if the Arbitrator considers it appropriate or considers that it would facilitate a resolution of the complaint attempt to mediate the dispute without the necessity of a formal hearing or award.
- (v) The Parties agree that complaints should not be pursued through both the grievance/arbitration procedure and the Human Rights complaint procedure.

5.06 EFFECT OF RAISING A COMPLAINT

- (a) No employee shall be subject to reprisal, threat of reprisal or discipline as a result of raising a harassment complaint in good faith.
- (b) Where a complaint is determined to be frivolous, vindictive or not in good faith, the Employer will take appropriate action, which may include discipline.

ARTICLE 6 - DEFINITION OF EMPLOYEES

6.01 PROBATIONARY EMPLOYEE

- (a) The probationary period for regular employees who are Advisors, Senior Advisors, Compliance Analyst, Accounting Clerk and Accounting Assistants will be four hundred and fifty (450) hours or four (4) months, whichever occurs first from the date of hire.

The probationary period for all other employees will be six (6) months.

The Employer shall provide orientation and training for all employees.

The Employer will also provide performance feedback on a regular basis to the probationary employee regarding the employee's progress towards successfully completing the probationary period.

- (b) During the probationary period, the Employer will assess the employee's suitability for continued employment and during this period may discharge an employee for reason that they are unsuitable for continued employment.

6.02 REGULAR FULL-TIME EMPLOYEE

An employee hired to work on a regular full-time basis that has completed their probationary period.

6.03 REGULAR PART-TIME EMPLOYEE

An employee hired to work regular hours or days on a continuing basis but who works less than the normal working hours in a month that has completed their probationary period.

6.04 TEMPORARY EMPLOYEE

- (a) An employee that, at the start of employment has been informed, in writing that the nature of their employment is temporary.

Temporary employment shall be for a specific project or a specific period of time not exceeding ninety (90) working days duration except for temporary employees in temporary vacancies created under Articles 13.06 (Maternity and Parental leave), 13.04 (Sick Leave), 13.05 (Leave for Union Business) or when extended by mutual agreement between Unifor and Khalsa Credit Union.

Such agreements shall be in writing.

- (b) A temporary employee reclassified to regular status without a break in employment will have seniority based from the first date of the last period of temporary employment.

Breaks of thirty (30) calendar days or less between temporary employment shall not be considered a break in employment.

ARTICLE 7 - SENIORITY

7.01 SENIORITY DEFINED

- (a) Seniority for Regular Employees

Seniority is defined as the length of continuous service with the Employer, as calculated from the first day of employment.

7.02 SENIORITY CANCELLED

Seniority shall be cancelled if the employee:

- (a) voluntarily leaves the employment of the Employer;
- (b) is discharged for just and reasonable cause and not reinstated under the terms of the Collective Agreement;
- (c) is recalled to work and does not report to work as provided in Article 8.04(c) of this Collective Agreement;
- (d) has not been recalled within eighteen (18) months of being laid-off.

7.03 SENIORITY LISTS

- (a) The Employer will maintain a seniority list of all regular employees covered by this Collective Agreement.
- (b) Seniority lists will commence with the most senior employee, and carry on downward to the junior employee.
- (c) The Employer agrees to post and provide the Union with revised seniority lists at least twice per year or as required.

ARTICLE 8 - LAYOFF, BUMPING AND RECALL

8.01 NOTICE OF LAYOFF

In the event of layoff, the Employer shall give one (1) week per year of service to a maximum of eight (8) weeks with a minimum of two (2) weeks' notice or pay in lieu thereof to regular employees who have completed their probationary period.

8.02 LAYOFF

An employee who is given notice of layoff may choose to exercise their rights as follows:

- (a) exercise their seniority to bump another employee in the same classification who has less seniority;
- (b) exercise their seniority to bump another employee in a lower classification who has less seniority provided that they have the present skills and ability to do the job;
- (c) accept the layoff, with recall as specified in Article 8.04;
- (d) terminate their employment immediately or at any time during the recall period.

8.03 BUMPING

- (a) Bumping can only occur following the Employer giving notice of layoff to one (1) or more employees.
- (b) An employee who is bumped may choose to exercise their rights as follows:
 - (i) An employee who is bumped may bump another employee in the same classification who has less seniority.
 - (ii) An employee who is bumped may bump another employee in a lower classification who has less seniority provided they have the present skills and ability to do the job.
 - (iii) Accept the layoff, with recall as specified in Article 8.04.
 - (iv) Terminate their employment immediately or at any time during the recall period.
- (c) An employee who has bumped into a lower classification as per Articles 8.02(b) or 8.03(b)(ii) shall have the right to return to their previously held classification for twenty-four (24) months from the date of layoff.

8.04 RECALL

- (a) The Employer shall maintain a recall list by seniority of all laid off employees. The Employer agrees to provide the Union with an updated recall list, as requested.
- (b) Laid off employees shall be recalled in reverse order of their layoff by seniority.
- (c) Employees shall be notified of recall by telephone or by registered mail. An employee being recalled must return to work within five (5) days, except in

the case of illness or injury. The Employer shall have the right to make alternate arrangements until the recalled employee is ready to return to work.

- (d) Employees who are recalled to a lower classification must have the present skills and abilities to perform the duties of the job to which they are recalled.
- (e) An employee recalled into a lower classification as per Article 8.04(b) shall have the right to decline the recall into the lower classification and retain their recall rights or accept the recall.

An employee who has accepted a recall into a lower classification shall have the right to return to their previously held classification for twenty-four (24) months from the date of their layoff.

8.05 AVOIDANCE OF LAYOFF THROUGH REDISTRIBUTION OF AVAILABLE WORK

The Employer and the Union may confer and mutually agree upon a plan for the equitable distribution of available work in order to avoid the layoff. Such agreements shall be in writing.

ARTICLE 9 - JOB POSTINGS AND JOB AWARDS

9.01 JOB POSTINGS

- (a) Job Postings for positions within the Bargaining Unit and postings for new jobs added to the Bargaining Unit, including temporary vacancies of thirty (30) days and more shall be posted at all Branches and locations for not less than five (5) working days.
- (b) The Employer will not unreasonably delay posting a vacancy and shall post within thirty (30) days of the vacancy occurring.
- (c) The Shop Stewards shall receive a copy of all job postings.
- (d) All applications for posted jobs shall be in writing.

9.02 JOB POSTING DETAIL

- (a) The posting shall contain the following information:
 - (i) The date of the posting;
 - (ii) The job classification;
 - (iii) Location;
 - (iv) A general outline of duties and responsibilities;
 - (v) The anticipated hours of work;
 - (vi) The anticipated shifts to be worked;
 - (vii) The applicable rate(s) of pay;
 - (viii) The expiry date of the posting.
- (b) If a vacancy occurs without advance notice to the Employer, the Employer may fill the vacancy from among employees qualified to perform part or all

of the tasks of the job while the job posting and selection procedure is completed.

9.03 SELECTION PROCESS

- (a) The Employer shall fill job vacancies within sixty (60) calendar days of the vacancy occurring from within the Bargaining Unit providing those employees who apply for positions have the required ability, skills and qualifications.
- (b) Selection for job vacancies shall be made on the basis of ability, skills, qualifications and seniority.
- (c) In the event that two (2) or more employees have similar ability, skills and qualifications, the employee with the greatest seniority shall be selected.
- (d) Where the senior applicant is not selected, they shall upon request, be given written reasons for such a decision.
- (e) Where a grievance arises as a result of a job posting award, it shall be dealt with in accordance with the grievance procedures, Article 20.
- (f) In the event a vacancy occurs in a classification, the Employer agrees that the senior applicant in the same classification who has completed their probationary and trial period, and is not in the classification temporarily shall be the successful applicant.

9.04 TRIAL PERIOD

- (a) Employees awarded jobs in accordance with this provision are subject to a trial period of sixty (60) days worked.
- (b) Should, during the trial period, an employee be considered unsuitable, the employee shall return to their former job or one of equal rank with all of their rights and seniority as if no change in job had occurred.
- (c) Should, during the trial period, an employee determine that they do not want to continue in the job and advise Management accordingly, the employee shall return to their former job as if no change in job had occurred as soon as a replacement candidate is available but in no case, more than sixty (60) days from the date that the employee notifies the Employer of their decision to return to their former position.

9.05 CROSS TRAINING

- (a) The Parties recognize the importance of cross training to ensure that employees are properly trained for backup and promotions.
- (b) Where an employee has received cross training in a calendar year, they may only be cross trained in another position during the same year by mutual agreement of the Parties.
- (c) Cross training shall be equitably offered to employees who volunteer to be cross trained, taking into account their demonstrated work performance, ability and seniority.

In the event two (2) or more employees volunteer for training, the senior employee shall be cross trained.

- (d) The Liaison Committee will discuss, from time to time, courses that will assist employees in their career development. Said Committee will meet twice per year or as required.

9.06 AWARDED JOB POSTED

A copy of the awarded job shall be posted on the bulletin board within five (5) days of the award and a copy shall be forwarded to the Union.

ARTICLE 10 - HOURS OF WORK

10.01 STANDARD DAY SHIFT

- (a) The standard day shift shall be scheduled between the hours of 7:30 am and 9:00 pm.
- (b) A scheduled standard day shift shall be not less than four (4) hours and not greater than eight (8) hours, excluding the lunch break.
- (c) Such hours per day to be worked consecutively, broken only by the lunch break.
- (d) During an emergency, employees may be required to work longer hours, in which case overtime provisions may apply.

10.02 STANDARD WORK WEEK

The standard work week for full-time regular employees shall consist of five (5) consecutive days.

10.03 PERMANENT CHANGE IN SCHEDULED HOURS

The Employer may, upon fourteen (14) days' notice to the employee and steward, permanently change the normally scheduled starting and finishing times of shifts required by the Employer, provided that those hours remain within the "standards days shift" as defined in Article 10.01.

10.04 REST PERIODS

Employees scheduled for seven (7) hours and more are entitled to two (2) paid fifteen (15) minute rest periods. Employees scheduled for less than a seven (7) hour shift are entitled to one (1) fifteen (15) minute paid rest period.

10.05 LUNCH BREAK

All employees working five (5) or more hours are entitled to an unpaid lunch break of not less than one-half (½) hour but not exceeding one (1) hour.

10.06 OVERTIME REQUIREMENTS

- (a) When overtime is required, it shall be approved in advance by Management.
- (b) In each branch or location, the most senior employee in the classification requiring overtime, will have first choice for the overtime work on a seniority basis provided there are other qualified employees available to perform the

work. In such case, the junior employee(s) qualified to do the work cannot decline to work the overtime. Overtime work will be by classification and based on the employee's normal hourly rate.

10.07 ALTERNATE HOURS AND DAYS OF WORK

- (a) Notwithstanding Article 10.01, employees may request that their scheduled hours and days of work may be altered as mutually agreed.
- (b) Any such agreements will be in writing and reviewed at the Liaison Committee Meeting (LCM).
- (c) In the event of a change in alternate hours or days, the provisions of Article 10.01(b) shall apply.

10.08 OVERTIME PREMIUMS

- (a) Overtime at the rate of time and one-half (1½) times an employee's rate of pay shall be paid for the first two (2) hours in excess of the scheduled shift and for the first eight (8) hours in excess of thirty-seven and one-half (37½) hours in a week.
- (b) Overtime shall be compensated in fifteen (15) minute increments; however, an employee shall not be entitled to any compensation for a period of less than fifteen (15) minutes per day.
- (c) An employee requested to work in excess of two (2) hours overtime a day or in excess of forty-five and one-half (45½) hours per week shall be paid double time (2X).
- (d) For purposes of calculating weekly overtime, only the first seven and one-half (7½) hours worked by an employee in each day are counted, no matter how long the employee works on each day of the week.
- (e) An employee requested to work in excess of two (2) hours overtime in a day shall be paid one-half (½) hours straight time meal break.
- (f) An employee requested to work in excess of two (2) hours overtime in a day shall be given a meal allowance of twelve dollars (\$12.00) for that day.
- (g) A regular full-time employee who works on a scheduled day of rest shall be paid a minimum of four (4) hours at the applicable overtime rate.
- (h) There shall be no compounding or pyramiding of overtime rates.

10.09 OVERTIME PAYMENT

Hours worked as overtime will be paid out on the next regular pay day.

10.10 AGM, ELECTION DAYS AND SPECIAL OCCASIONS

- (a) The Parties agree that on a Sunday Board of Directors Election Day, all regular employees will be required to work.

All employees working on a Sunday for a Board of Directors Election Day shall be paid a flat rate of forty dollars (\$40.00) per hour.

Issues regarding Election Day may be referred to the Liaison Committee.

- (b) For the Annual General Meeting and special occasions, the process will be as follows:
- (i) The Employer will specify the number of regular employees required.
 - (ii) Volunteers will be requested.
 - (iii) Where more than the required number of regular employees volunteer selection shall be made on the basis of seniority.
 - (iv) Where less than the required number of regular employees volunteer the junior regular employee cannot decline.
 - (v) Overtime premiums specified in Article 10.08 will apply as appropriate.

10.11 CALL BACK RATE

An employee who is called back to work after having completed their regular day's work shall be paid the greater of two (2) hours or actual time worked at the employee's appropriate rate, as outlined in Article 10.08.

ARTICLE 11 - STATUTORY AND GENERAL HOLIDAYS

11.01 STATUTORY HOLIDAYS AND ELIGIBILITY

- (a) The Employer agrees to provide all employees with the following statutory holidays as a day off without loss of pay:
- New Year's Day
 - Family Day
 - Good Friday
 - Victoria Day
 - Canada Day
 - BC Day
 - Labour Day
 - Truth and Reconciliation Day
 - Thanksgiving Day
 - Remembrance Day
 - Christmas Day
 - Guru Gobind Singh's Avtar Diwas
 - Guru Nanak Dev Ji's Avtar Diwas
 - Baisakhi Day
- (b) Any other day that may be stated as a legal holiday by the federal or provincial government shall be granted as a statutory holiday.
- (c) To qualify, an employee must have commenced employment at least thirty (30) calendar days prior to the statutory holiday.
- (d) Payment for statutory holidays will be the average of hours per day worked during the last two (2) pay periods.

11.02 STATUTORY HOLIDAY WHEN ON VACATION

In the event any of the statutory holidays listed in Article 11.01 occurs during the period of an employee's vacation, an additional full day of vacation with pay shall be allowed for each statutory holiday so occurring.

11.03 PAY FOR WORK ON A STATUTORY HOLIDAY

Employees who are required to work on a statutory holiday shall be paid at the rate of time and one-half (1½) their regular hourly rate for all hours worked in addition to statutory holiday pay provided in Article 11.01.

ARTICLE 12 - ANNUAL VACATION

12.01 ANNUAL VACATION AND PAY ENTITLEMENT

All employees shall be entitled to a vacation during the year in which it is earned in accordance with the following schedule:

- (a) During the first (1st) to third (3rd) year of service, employees will earn vacation at the rate of point eight three (0.83) days for each complete calendar month of service to a maximum of ten (10) days.
- (b) During the fourth (4th) to eighth (8th) full years of service, employees will earn vacation at the rate of one point two five (1.25) days for each complete calendar month of service to a maximum of fifteen (15) days.
- (c) During the ninth (9th) to fourteenth (14th) year of service employees will earn vacation at the rate of one point six seven (1.67) days for each complete calendar month of service to a maximum of twenty (20) days.
- (d) During the fifteenth (15th) year of service and over, employees will earn vacation at the rate of two point zero eight (2.08) days for each complete calendar month of service to a maximum of twenty-five (25) days.
- (e) During the fourth (4th), ninth (9th), and fifteenth (15th) year, vacation will be prorated to the end of the respective year.

12.02 LONG SERVICE VACATION

- (a) An employee who has completed the fifteenth (15th) year of employment shall, in addition to the above schedule, be granted an additional ten (10) days' vacation on a one (1)-time basis.

Such vacation shall be taken by the completion of the sixteenth (16th) year or it will be paid as a lump sum payment.

- (b) An employee who has completed twenty (20) years of employment shall, in addition to the above schedule, be granted an additional five (5) days' vacation on a one (1)-time basis.

Such vacation shall be taken by the completion of the twenty-first (21st) year of employment or it will be paid as a lump sum payment.

- (c) An employee who has completed twenty-five (25) years of employment shall, in addition to the above schedule, be granted an additional five (5) days' vacation on a one (1)-time basis.

Such vacation shall be taken by the completion of the twenty-sixth (26th) year of employment or it will be paid as a lump sum payment.

12.03 VACATION BANKING

Employees with fifteen (15) days or more of vacation entitlement shall be permitted to bank up to a maximum of one hundred fifty (150) hours of vacation.

Such banked time shall be taken at a time that does not interfere with business operations. Requests will not be unreasonably withheld.

12.04 VACATION PAY

Vacation pay is based on the employee's normal rate of pay at the time the vacation is taken.

12.05 VACATION PAY ON TERMINATION

- (a) Where the employment of an employee terminates before they have taken all of their annual vacation, vacation pay shall be paid within six (6) days of the last day worked.
- (b) Vacation pay shall be calculated at zero-point four percent (0.4%) per day of vacation entitlement based on the employee's gross earnings for the period.
- (c) Should an employee's services terminate, any overpayment of vacation shall be deducted from their final pay. If insufficient funds are available, the employee shall reimburse the Employer for the overpayment received at the time of termination.

12.06 VACATION SCHEDULING

- (a) The Employer shall identify by January 31st of each year, any periods when employee vacations will not be permitted.
- (b) Employees will make vacation requests by February 15th of each year within the available vacation schedule.
- (c) The Employer reserves the right to limit the number of employees on vacation at any time.

In the event of a conflict between vacation requests, the employee with the greater seniority shall have first choice for the vacation schedule.

However, only one (1) vacation period may be selected by seniority until all employees have had the opportunity to select one (1) vacation period.

- (d) The Employer will approve or decline employee vacation schedule requests by March 1st, of each year.
- (e) When a vacation schedule request is declined, the employee may select an alternate vacation period, subject to Management approval.
- (f) Employee vacation requests made after February 15th will be approved or declined within one (1) week on an individual basis, subject to business imperatives.

- (g) Employees with more than one (1) year of service and less than five (5) years of service must schedule a minimum of five (5) consecutive days of vacation in each calendar year.
- (h) Employees with five (5) or more years of service must schedule a minimum of ten (10) consecutive days of vacation in each calendar year.
- (i) If an employee has not scheduled their annual vacation by September 15th, the Employer will schedule five (5) consecutive work days' vacation for the employee at a mutually agreeable time before the end of the calendar year.
- (j) Requests for banked time off of more than five (5) consecutive days shall be made at the same time as regular vacations are scheduled.
- (k) Requests for banked vacation will not be unreasonably denied.
- (l) If an employee accrues banked vacation in excess of the maximum allowable banked time, the Employer shall schedule vacation for them at a time convenient for the operations of the Employer and the convenience of the employee so the total banked time remains within the allowable limits.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 BEREAVEMENT LEAVE

- (a) In the event of a death in the family, the Employer shall grant three (3) working days leave with pay. Additional leave without pay may be granted upon request. Such requests shall not be unreasonably denied.
- (b) Family is defined as the employee's spouse, common-law spouse, parents, brother, sister, mother-in-law, father-in-law, children, grandchildren, grandparents, stepchild, stepmother or stepfather.

13.02 COURT OR JURY DUTY

- (a) The Employer shall grant paid leave at the employee's regular rate of pay to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided the employee is neither the plaintiff nor the defendant. No overtime will be paid.
- (b) An employee required in court for less than a full day shall report to work for the balance of their regular shift, provided two (2) or more hours of the regular shift remain to be worked.
- (c) Total hours on court or jury duty or as a witness and actual work on the job in one (1) day shall not exceed normal scheduled hours of work, where both are done on the same day.
- (d) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travel and meal allowances.

13.03 COMPASSIONATE LEAVE

- (a) The Employer may grant reasonable leave of absence for compassionate reasons.

When granted, such leaves shall be with pay for the first (1st) day and without pay for the balance of the leave.

- (b) In the case of illness serious enough to reasonably believe that a member of the immediate family may not survive, an employee shall be granted up to two (2) days leave without loss of pay.

Immediate family shall be defined in Article 13.01(b). When requesting this compassionate care leave the employee must provide a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within twenty-six (26) weeks.

13.04 SICK LEAVE

- (a) Each regular full-time employee is entitled to accumulate six point two five (6.25) hours of sick leave per calendar month to a maximum of ten (10) days per calendar year.
- (b) Each eligible regular part-time employee will be entitled to one (1) paid sick day for each twenty-six (26) days worked.
- (c) An employee may bank unused sick time from previous years to a maximum of ten (10) days to be used if and when required.
- (d) Where an employee is unable to attend at work due to an illness or injury, they will be paid on the following basis for the waiting period for Short-Term Disability benefits:
 - (i) Regular full-time employees will receive regular pay for up to ten (10) days, during the waiting period as defined in Article 13.04(a).
 - (ii) Regular part-time employees will be paid their regular pay for the days they are normally scheduled to work during the waiting period provided they are entitled to sick leave as defined in Article 13.04(b).
- (e) The Employer may require a medical note as proof of the illness or injury, if there is three (3) or more days of continued absence.

13.05 LEAVE FOR UNION BUSINESS

- (a) If an employee should be selected to serve the Union on a full-time basis, they shall be considered upon sufficient notification to be on leave of absence without pay or benefits for up to thirty-six (36) months.
- (b) The employee shall return to their former classification within thirty (30) days of completion of their employment with the Union.

13.06 MATERNITY AND PARENTAL LEAVE

- (a) Employees who have completed their probationary period will be granted maternity and parental leaves in accordance with the provisions of the Employment Standards Act.
- (b) During a maternity or parental leave, if an employee maintains benefits coverage, the Employer will continue to pay the Employer's share of benefits.

- (c) Employees taking adoptive, maternity and parental leave shall return to their former positions or a position of equal rank and pay.
- (d) There shall be no loss of seniority as a result of an adoptive, maternity or parental leave.

13.07 EDUCATIONAL LEAVE

- (a) The Employer may grant a leave of absence, without pay to attend educational programs that will assist both the Employer and the employee.
- (b) Such leaves shall not exceed ten (10) calendar months.
- (c) During such leaves of absence, the employee shall be responsible to reimburse the Employer in advance for eligible benefits costs.
- (d) During such leaves of absence, the employee shall retain their seniority.
- (e) All Education Leave applications shall be in writing and indicate the course of study, dates of the course and the purpose for taking the program.
- (f) All approvals will be in writing.

13.08 PERSONAL LEAVE

- (a) The Employer may grant leaves of absence without pay for up to six (6) months. In such cases, on return from a leave, the employee will be provided employment in the same or a comparable position.
- (b) During such leaves of absence, the employee shall be responsible to reimburse the Employer in advance for eligible benefits costs.
- (c) During such leaves of absence, the employee shall retain their seniority.
- (d) All leave applications, including the reasons for the request and approvals shall be in writing.

13.09 FAILURE TO RETURN FROM A LEAVE OF ABSENCE

- (a) An employee planning to return to work shall advise the Employer in writing, not less than three (3) calendar weeks prior to their return to work of the intended date of return to work.
- (b) An employee shall be deemed to have terminated their employment when they fail to return from an authorized leave of absence without notice or reasonable cause.

ARTICLE 14 - NOTICE OF CLOSURE AND SEVERANCE

14.01 NOTICE OF CLOSURE AND SEVERANCE

- (a) The Employer agrees to give sixty (60) calendar days written notice of closure of any branch or location to the Union and the employees affected by the closure.

In the event that the Employer does not give sixty (60) calendar days' notice, the Employer will pay severance equivalent to the balance of the notice period to any employee from the affected location that is terminated.

- (b) There shall be no compounding of notice and/or severance specified in this Article and that specified in Article 8.01 - Notice of Layoff.

ARTICLE 15 - HEALTH, SAFETY AND ENVIRONMENT

15.01 STATUTORY COMPLIANCE

The Workers' Compensation Act of British Columbia and Regulations shall be fully complied with.

15.02 IDENTIFICATION OF SAFETY ISSUES

- (a) The Employer will maintain high standards of health and safety in the workplace.
- (b) Employees who encounter safety and/or health problems in the work place shall report these to their Supervisor or the Manager.
- (c) The Supervisor or Manager shall deal with the problem in a timely manner.
- (d) Matters of other than a routine nature that are quickly corrected shall be referred to the Liaison Committee.

15.03 HEALTH AND SAFETY COMMITTEE

In compliance with WorkSafeBC Regulations, there will be regular health and safety meetings and inspections in each branch and head office by the respective Manager or designate and a Union Steward.

Minutes of the meeting will be kept. Employee concerns may be referred to the steward for discussion at the meeting.

A report will be forwarded to the Liaison Committee as a regular agenda item at each meeting.

15.04 INJURY AT WORK

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

The Employer shall bear the costs of any required transportation.

15.05 NO DISCIPLINE

An employee who is in compliance with Section 3.12 (Refusal of unsafe work) of the WorkSafeBC Regulations shall not be subject to disciplinary action.

15.06 NO SMOKING POLICY

The Employer shall maintain a "No Smoking" Policy in the workplace.

ARTICLE 16 - LIAISON COMMITTEE

16.01 MEMBERSHIP

The Parties agree to establish a joint liaison Committee made up of two (2) members of the Management team and two (2) members of the Bargaining Unit. Each Party shall notify the other in writing of their Committee Representatives.

16.02 PURPOSE

The purpose of the Committee is to promote the cooperative resolution of workplace issues, to discuss and attempt to adapt to changes in the economy, to foster the development of work-related skills, to promote workplace productivity and to monitor the integrity of the Collective Agreement.

The Committee will examine, discuss and make recommendations to the Parties on all matters of mutual interest such as, but not limited to the following:

- (a) Occupational health and safety
- (b) Planned changes and/or additions in Credit Union operations
- (c) The creation of new job classifications
- (d) Job descriptions
- (e) Scheduling
- (f) Job training programs
- (g) Conflict resolution processes.
- (h) Seniority list
- (i) Vacation entitlement
- (j) Vacancies

16.03 MEETINGS

The Parties shall meet once per month or less often by mutual agreement. The time, date, place and agenda of each meeting shall be scheduled recognizing Credit Union members' service needs. If there are no agenda items one (1) day before the meeting, the meeting will be rescheduled.

16.04 MINUTES

Minutes shall be taken at all meetings, copies distributed to the Parties and posted on the Union bulletin boards.

ARTICLE 17 - TECHNOLOGICAL CHANGE

17.01 INTRODUCTION OF TECHNOLOGICAL CHANGE

The Employer shall notify the Union with as much notice as possible, but not less than sixty (60) days' notice of intent to introduce technological change as described in the BC Labour Code that affects the terms, conditions or security of employment of a significant number of employees to whom this Collective Agreement applies.

17.02 PARTIES TO DISCUSS IMPACT

After receipt of such notice, the Union and the Employer will meet to discuss what impact the technological change will have on job classifications, if any, and identify which employees might be affected.

17.03 RETRAINING

Where an employee's position is eliminated due to technological change as defined in the Labour Relations Code of BC, affected employees shall be eligible for retraining to qualify for the operation of such new equipment or procedure or to qualify for new positions.

Such training shall be provided by the Employer without cost or loss of pay to the affected employee(s) provided the employee has some aptitude or qualification for learning the new policy, practice, procedure or piece of equipment.

The training must be successfully completed within the sixty (60) working day trial period.

17.04 EMPLOYEE OPTIONS

An employee affected by the provisions of this Article of the Collective Agreement and who is not retrained as set out above, shall have the right to:

- (a) Transfer to a vacant position at the same or lower salary range for which they are qualified to do;
- (b) Exercise their seniority rights in accordance with Article 8.02 (Layoff);
- (c) Be placed on a recall list in accordance with Article 8.04 (Recall); or
- (d) Claim severance pay in accordance with Article 8.01 (Notice of Layoff) of this Collective Agreement.

ARTICLE 18 - ROBBERY OR HOLD-UP

18.01 COUNSELLING

In the event of a robbery or hold-up, the Employer shall provide access to professional counselling to employees suffering from post-traumatic stress.

18.02 TIME OFF

- (a) The Employer shall ensure that requests from employees for time off without loss of pay due to post-traumatic stress, resulting from direct involvement in a robbery or hold-up shall be granted for the balance of the day on which the incident occurred.
- (b) Additional time off, if required, shall be through the Workers Compensation Act.

ARTICLE 19 - DISCIPLINE

19.01 JUST AND REASONABLE CAUSE

The Employer has the right to discipline an employee for just and reasonable cause.

Loss of personal bond-ability shall be considered just and reasonable cause.

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

19.02 SHOP STEWARD ATTENDANCE

When receiving discipline that may become part of an employee's record, an employee shall have the right to have a Shop Steward in attendance.

In the event the discipline involves a Shop Steward, the Shop Steward may request that a Union Staff Representative attend the meeting.

19.03 SIGNING OF WRITTEN DISCIPLINE

Whenever an employee signs a discipline document pertaining to discipline, they do so only to acknowledge receipt of the document.

Such signature does not constitute an employee's agreement to the discipline.

19.04 RECORDING OF COMPLAINTS

No complaint shall be filed against an employee nor used against them at any time unless the said employee is advised accordingly in writing within ten (10) working days of the Employer becoming aware of the incident or occurrence giving rise to the complaint. This Clause will not apply in incidents or occurrences involving theft or fraud.

19.05 RIGHT TO GRIEVE DISCIPLINE

All employee dismissals, suspensions and discipline may be grieved in accordance with the grievance procedures outlined in Article 20 of this Collective Agreement.

19.06 CANCELLATION OF RECORDED COMPLAINT OR DISCIPLINE

Any complaint or discipline recorded against an employee shall automatically be cancelled and removed from the employee's file after twenty-four (24) months if no further written disciplinary action has occurred.

ARTICLE 20 - GRIEVANCE RESOLUTIONS

20.01 PROCEDURE

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

(a) **Step 1**

The employee is encouraged to make an earnest effort to resolve the grievance directly with their immediate Supervisor.

At their option, the employee may be accompanied by a Shop Steward.

(b) **Step 2**

The employee concerned may, within ten (10) working days of knowledge of the incident, action or circumstances giving rise to the grievance, file a written grievance through the Shop Steward with their Manager.

The Manager will respond within ten (10) working days of receiving the grievance, outlining in writing the Employer's position.

(c) Step 3

If a satisfactory resolution is not reached at Step 2, the grievance shall be referred to the Union Staff Representative and a Management Representative within the next ten (10) working days.

The responding Party shall have ten (10) working days to advise the other Party in writing of the decision. If the grievance is not resolved either Party may refer the grievance to binding arbitration, as outlined in Article 21 of the Collective Agreement.

20.02 DISCHARGE, SUSPENSION, GROUP OR UNION POLICY GRIEVANCES

Discharge, suspension, group, Union or Management policy grievances shall be submitted at Step 3 of the grievance procedure.

20.03 GRIEVOR IN ATTENDANCE

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

20.04 TECHNICAL ERROR OR OMISSION

No technical error or omission will render a grievance inarbitrable.

20.05 TIME LIMITS

The time limits set out in this grievance procedure must be followed or the grievance shall be deemed waived and abandoned.

The time limits may be extended or waived only by mutual agreement, confirmed in writing between the Union and the Employer, specifying the grievance(s) affected.

ARTICLE 21 - ARBITRATION

21.01 NOTICE

Where a difference arising between the Parties regarding the interpretation, application or administration of this Collective Agreement including any question as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Collective Agreement has been violated, either Party may, after exhausting the grievance procedure outlined in Article 20, notify the other Party within ten (10) working days of the receipt of the reply at Step 3, of its intent to submit the difference or allegation to binding arbitration. The notice shall set out the Party's question(s) to be arbitrated.

21.02 ARBITRATION PROCEDURE

- (a) The Parties agree to utilize the services of a single Arbitrator.
- (b) The Arbitrator shall hear the Parties, settle the terms of the question to be arbitrated, and make their award within fifteen (15) days from the date of the hearing. This time limit may be extended by mutual agreement of the Parties.
- (c) The decision of the Arbitrator shall be final and binding on both Parties.

- (d) The Arbitrator shall not be vested with the power to change, modify, or alter any term of this Collective Agreement.
- (e) Each Party shall pay their own costs and expenses of the Arbitration and one-half (½) the remuneration and expenses of the Arbitrator.

ARTICLE 22 - HEALTH AND BENEFITS

22.01 ELIGIBILITY FOR BENEFITS

- (a) All regular full-time employees shall be entitled to coverage for themselves and their dependants, pursuant to the terms and conditions of the Carrier, on the first (1st) day of the month following completion of the probationary period.
- (b) All regular part-time employees who consistently work more than sixty (60) hours per month shall be entitled to coverage for themselves and their dependants, pursuant to the terms and conditions of the Carrier on the first (1st) day of the month following completion of their probationary period.

22.02 BENEFIT PLANS

- (a) Details of the following benefits, including the level and extent of benefits, qualifications for benefits and exclusions from benefits are contained in the respective policy documents as summarized in brochures provided by the Employer.

In the case of any difference between the plan policy documents and the brochure, the plan policy documents will apply.

The benefits package includes:

- (i) MSP;
 - (ii) Accidental Death and Dismemberment Insurance;
 - (iii) Extended Health Care (including paid eye examination every two (2) years and a paid eye examination every year for a child under nineteen (19) years of age);
 - (iv) Short Term Disability;
 - (v) Long Term Disability Insurance;
 - (vi) Life Insurance;
 - (vii) Dental Care;
 - (viii) Employee and Family Assistance Program.
- (b) Employee benefit premiums costs will be fully paid by the Employer.
 - (c) The Employer's obligation is limited solely to the payment of the Plan premiums.

22.03 GROUP RRSP

- (a) The Employer and the Union recognize the importance of assisting employees to responsibly financially plan for their retirement.

Accordingly, this plan is intended to aid employees who have completed their probationary period to prepare for retirement.

- (b) All funds deposited to this group RRSP shall be vested immediately to the employee. The funds may not be used for any other purpose with the exception of legally allowed withdrawals for the Home Buyer Plan (HBP).
- (c) The employee shall have the option, semi-annually, to invest the employee and Employer previous year's RRSP contribution in any Khalsa fixed non-redeemable RRSP term deposit or mutual fund offered to Khalsa Credit Union members.

If the employee does not exercise the option, the funds will continue to be invested in the RRSP Variable Savings-Khalsa rate.

- (d) The employee contribution will be six percent (6%) of the regular hourly rate.
- (e) The Employer contribution will be seven percent (7%) of regular hourly rate.
- (f) The employee and the Employer contributions shall be made at the same time.

22.04 EMPLOYEE ACCOUNTS AND TRANSACTIONS

- (a) Each employee will be provided one (1) staff account to which their wages are deposited, free of service charges.
- (b) Two (2) employee accounts will have no service charges on clearing items including Exchange ATM transactions, except interest on overdrafts or exceeded lines of credit.
- (c) Employees may purchase foreign cash currency at the Employer's cost for personal use, travel and educational purposes.

Employees must declare the purpose of purchasing foreign currency.

- (d) Where and when available, employees may utilize a safety deposit box excluding an extra-large, at no cost to the employee.

An extra-large safety deposit box will be available at a discount of fifty percent (50%) of the regular fee.

22.05 EMPLOYEE LOANS

- (a) The Employer will make available loans to employees who have completed five (5) years or more of continuous service as follows:
 - (i) The Employer shall make available first mortgage loans at the Employer's posted rate less one-point five percent (P-1.5%).
 - (ii) The Employer shall make available secured personal loans at posted rate less one-point five percent (P-1.5%).
 - (iii) The Employer shall make available unsecured personal loans and lines of credit at posted rate less one percent (P-1.0%).
- (b) The Employer will make available loans to employees who have completed two (2) years but less than five (5) years of continuous service as follows:

- (i) The Employer shall make available first mortgage loans at the Employer's posted rate less one percent (P-1.0 %).
 - (ii) The Employer shall make available secured personal loans at posted rate less one percent (P-1.0%).
 - (iii) The Employer shall make available unsecured personal loans and lines of credit at posted rate less one-half percent (P-0.5%).
- (c) The Employer will make available loans to employees who have completed their probationary period but less than two (2) years of continuous service as follows:
- (i) The Employer shall make available first mortgage loans to a maximum of fifty thousand dollars (\$50,000) at the Employer's posted rate less one-half percent (P-0.5%).
 - (ii) The Employer shall make available secured personal loans to a maximum of five thousand dollars (\$5,000) at posted rate less one-half percent (P-0.5%).
 - (iii) The Employer shall make available unsecured loan to a maximum of five thousand dollars (\$5,000) at Prime less one quarter percent (P-0.25%).
- (d) All loans to employees shall be subject to the Credit Union's lending policies.
- (e) On termination of employment, rates will be adjusted to the posted rate in effect the most recent time the loan was approved or renewed or the current posted rate, whichever is lower.
- (f) On termination of employment, the terms of the loan will remain open for payout in sixty (60) calendar days.
- (g) The Employer may from time to time offer and advertise special rates. When special rates are offered they will be available to members as well as employees. No further employee discounts outlined in this Article will be applied to these special rates.

22.06 EDUCATIONAL REIMBURSEMENT

- (a) Employees who have completed their probationary period are eligible to make application for education and training reimbursement for approved job related and career related courses.
- (b) All courses must be pre-approved by the Employer.
- (c) On approval, the employee will be advanced one hundred percent (100%) of the tuition, textbooks and examination costs.
- (d) If an employee drops out of the course prior to completion or fails the course, the employee shall reimburse the Employer one hundred percent (100%) of the cost of tuition, textbooks and examination costs.
- (e) If an employee resigns within six (6) months of completing a course that was paid by the Employer, the employee shall reimburse the Employer the full cost of tuition, textbook and examination costs.

- (f) No employee will receive more than six hundred dollars (\$600.00) reimbursement in any calendar year.
- (g) An employee who retakes a course and successfully completes the course will be reimbursed the original course costs.

22.07 TRAINING

- (a) Employer offered training courses will be provided from time to time.
- (b) When an employee is required to attend the Employer's training course or attends a course at the request of the Employer on what would otherwise be their regular day off, the employee will be paid at their straight time rate or given another day off at a mutually convenient time.
- (c) Where short duration courses are offered before regular working hours, employee attendance is required. Required training, outside regular work hours, will be paid at straight time rates.

22.08 EXPENSE REIMBURSEMENT

- (a) Employees who occasionally use their personal vehicles for business purposes will be reimbursed at the Canada Revenue Agency (CRA) deduction limit rate for automobile allowances.

Proper insurance is the responsibility of the employee.

- (b) When an employee is required to travel on behalf of the Employer, the employee will be reimbursed for all reasonable expenses for accommodations and up to sixty dollars (\$60.00) per day for receipted meals and other expenses.

In addition, an employee may claim up to ten dollars (\$10.00) per day for incidental costs, without receipts.

- (c) An employee temporarily transferred to a location other than the location they regularly work shall be reimbursed at the Canada Revenue Agency (CRA) deduction limit rate for automobile allowances for the extra travel distance.
- (d) An employee claiming reimbursement shall complete and submit the reimbursement request on a form supplied by the Employer along with appropriate receipts.
- (e) Employees must claim expense reimbursements within one (1) month of incurring the costs.

ARTICLE 23 - SALARY POLICY

23.01 SALARY PAYMENT

- (a) Salaries and/or wages shall be deposited to the employee's staff account every second Friday.
- (b) Employees shall be paid in accordance with their position and placement on the salary range.

The steps in the salary range are the minimum amounts to be paid and do not mean that an employee may not be advanced to the next step in their salary range before completing the required service time.

23.02 SALARY PROMOTION

- (a) An employee who is promoted to a higher position shall be placed on a step in the salary range of the new classification which provides an increase closest to five percent (5%).
- (b) When an employee successfully completes an Associate or Fellow level of the Credit Union Institute of Canada educational program for which examinations were required, the employee shall be advanced to the next step within their current position's salary range.

23.03 NEW POSITIONS

- (a) If and when new positions are established or the duties of an existing position are significantly changed, the Employer will set an interim rate for the position and notify the Union.
- (b) The Union, at its discretion, may accept the Employer's rate or negotiate a new rate and classification.

In the event that agreement is not reached, the matter may be referred to Arbitration, as outlined in Article 21 of this Collective Agreement.

23.04 SALARY PROGRESSION

- (a) Regular full-time employees shall move from step to step in their salary ranges upon completion of probation, completion of trial period and thereafter in intervals of six (6) months' work experience.
- (b) Regular part-time employees shall move from step to step in their salary ranges upon completion of probation and completion of one hundred and thirty (130) work days at each step thereafter.
- (c) An employee who is awarded a temporary position from a posting shall move from step to step on the salary range based on the number of months experience in that position.

23.05 SALARY WHEN EMPLOYEE IS REASSIGNED

- (a) An employee temporarily replacing another employee in a higher job classification and who is able to substantially fulfill the requirements of that classification shall be paid at the higher rate for the period so employed.

This provision shall apply to periods of two (2) or more consecutive working days and shall be confirmed in writing.

The higher rate will not apply when the employee returns to their lower category position.

- (b) An employee requested to regularly perform the work of line of credit review for four (4) hours or more in a day shall be paid at the higher rate for those hours worked.

- (c) An employee temporarily replacing another employee in a lower classification shall retain their regular salary.
- (d) An employee assigned to a lower classification as a result of Technological Change, as defined in Article 17 of this Collective Agreement shall retain their salary provided their salary is within the new salary range.

If their salary is higher than the range for the position, the employee's salary shall be reduced to the maximum salary for the range of the new position.

ARTICLE 24 - PAID EDUCATION FUND

24.01 PAID EDUCATION FUND

The Employer shall pay into a special fund three cents (\$.03) per hour per employee for all compensated hours, for the purpose of providing paid education leave. The purpose of such leave will be to upgrade employee skills in all aspects of trade union functions. Such monies will be paid on an annual basis into a trust fund established by the National Union, Unifor, and forwarded by the Employer to:

Unifor Leadership Training Fund
115 Gordon Baker Road
Toronto, Ontario, M2H 0A8

ARTICLE 25 - DURATION

25.01 DURATION

- (a) This Collective Agreement shall be in full force and effect from January 1, 2022 up to and including December 31, 2024 and shall continue in full force and effect from year to year thereafter, subject to the right of either Party to this Agreement within four (4) months immediately preceding the expiration, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal of the Collective Agreement, or a new Collective Agreement.
- (b) Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented or the Employer shall give notice of lockout and such lockout has been implemented, or the Parties shall conclude a renewal or revision of the Agreement of a new Collective Agreement.
- (c) The operation of Section 50 of the British Columbia Labour Relations Code is hereby excluded.

25.02 NO STRIKES OR LOCKOUTS DURING THIS COLLECTIVE AGREEMENT

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

APPENDIX "A" - AUTHORIZATION FOR CHECK-OFF OF DUES

To: _____ Date: _____
(Company) (D/M/Y)

I hereby assign to Unifor Local 3000 (Unifor) from any wages earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in my present or in any future employment by you), such sums as the Financial Officer of said Unifor Local 3000 may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as Union dues in accordance with the Constitution of the National Union, Unifor. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment authorization and direction shall be irrevocable from the date of delivery hereof to you until the termination of the Collective Agreement between the Employer and the Union which is in force at the time of delivery of this authorization and I agree and direct that the assignment, authorization and direction shall be automatically renewed and shall be irrevocable for the period of each succeeding applicable Collective Agreement between the Employer and the Union.

(Signature of Employee here) (Address of Employee)

(Type or print name of Employee here) (City/Province/Postal Code)

(Date Signed) (Emp. I.D. No.) (Soc. Ins. No.) (Date Del.to Empl.)

FORM A-230-95

(EMPLOYER COPY)

APPENDIX "B" - SALARY GRIDS

Title	Start Rate 2022	Complete Probation	After 9 months	After 15 months	After 21 months
Advisor	\$21.18	\$22.10	\$23.02	\$23.95	\$24.87
Senior Advisor	\$26.08	\$27.19	\$28.36	\$29.51	\$30.67
Compliance Analyst	\$21.18	\$22.10	\$23.02	\$23.95	\$24.87
Compliance Officer	\$26.08	\$27.19	\$28.36	\$29.51	\$30.67
Credit Officer	\$29.75	\$30.92	\$32.11	\$33.30	\$34.49
Senior Credit Officer	\$32.13	\$33.56	\$35.00	\$36.40	\$37.83
Accounting Clerk	\$21.18	\$22.10	\$23.02	\$23.95	\$24.87
Accounting Assistant	\$25.59	\$26.70	\$27.86	\$28.94	\$30.11
Accounting Co-ordinator	\$29.75	\$30.92	\$32.11	\$33.30	\$34.49
Accounting Assistant Manager	\$32.13	\$33.56	\$35.00	\$36.40	\$37.83

Title	Start Rate 2023	Complete Probation	After 9 months	After 15 months	After 21 months
Advisor	\$21.81	\$22.77	\$23.71	\$24.67	\$25.62
Senior Advisor	\$26.86	\$28.01	\$29.21	\$30.39	\$31.59
Compliance Analyst	\$21.81	\$22.77	\$23.71	\$24.67	\$25.62
Compliance Officer	\$26.86	\$28.01	\$29.21	\$30.39	\$31.59
Credit Officer	\$30.64	\$31.85	\$33.07	\$34.30	\$35.53
Senior Credit Officer	\$33.09	\$34.56	\$36.05	\$37.49	\$38.97
Accounting Clerk	\$21.81	\$22.77	\$23.71	\$24.67	\$25.62
Accounting Assistant	\$26.35	\$27.50	\$28.70	\$29.81	\$31.01
Accounting Co-ordinator	\$30.64	\$31.85	\$33.07	\$34.30	\$35.53
Accounting Assistant Manager	\$33.09	\$34.56	\$36.05	\$37.49	\$38.97

Title	Start Rate 2024	Complete Probation	After 9 months	After 15 months	After 21 months
Advisor	\$22.47	\$23.45	\$24.42	\$25.41	\$26.39
Senior Advisor	\$27.67	\$28.85	\$30.08	\$31.31	\$32.54
Compliance Analyst	\$22.47	\$23.45	\$24.42	\$25.41	\$26.39
Compliance Officer	\$27.67	\$28.85	\$30.08	\$31.31	\$32.54
Credit Officer	\$31.56	\$32.80	\$34.06	\$35.33	\$36.60
Senior Credit Officer	\$34.08	\$35.60	\$37.13	\$38.62	\$40.14
Accounting Clerk	\$22.47	\$23.45	\$24.42	\$25.41	\$26.39
Accounting Assistant	\$27.14	\$28.32	\$29.56	\$30.71	\$31.94
Accounting Co-ordinator	\$31.56	\$32.80	\$34.06	\$35.33	\$36.60
Accounting Assistant Manager	\$34.08	\$35.60	\$37.13	\$38.62	\$40.14

LETTER OF UNDERSTANDING #1

RE: STANDARD WORK WEEK

The Employer agrees that for the duration of this Collective Agreement, the standard work week for full-time regular employees shall consist of thirty-seven and one-half (37½) hours.

This is not intended to be, nor will it be construed as, a guarantee of hours of work.

This standard work week will not be reduced on a permanent basis for regular full-time employees during the term of this Collective Agreement unless, in the opinion of the Credit Union or Stabilization Central (Supervisor), business conditions require such action.

However, before any such changes are instituted the Employer shall give notice to the Union and the Parties shall meet in accordance with Section 54 of the BC Labour Relations Code.

Renewed this 27th day of February, 2022

LETTER OF UNDERSTANDING #2

RE: ARTICLE 10.02 — STANDARD WORK WEEK

In the event that Khalsa Credit Union locations are regularly open for business on a Sunday, Sunday shall be a regular day of work at those locations. Accordingly, at such locations, Sunday will be a straight-time rate-of-pay day.

Renewed this 27th day of February, 2022

LETTER OF UNDERSTANDING #3

RE: FEDERAL AND PROVINCIAL ELECTIONS

An employee who is eligible to vote shall have three (3) consecutive hours free from work during voting hours for the purpose of casting their vote during a federal election.

An employee who is eligible to vote shall have four (4) consecutive hours free from work during voting hours for the purpose of casting their vote during a provincial election.

Renewed this 27th day of February, 2022

LETTER OF UNDERSTANDING #4

RE: CONTRACTING OUT

In the event of contracting out of Bargaining Unit work, regular full-time and regular part-time employee(s) as of January 1, 2007, whose work is contracted out shall be offered an alternate position(s) within the Bargaining Unit consistent with their ability, skills, and qualifications, at the same pay rate and with the same weekly hours of work.

In the event that this Letter of Understanding is applied, it is understood that these provisions take precedent over the provisions contained in Article 9 - Job Postings and Job Awards, so as to ensure that an employee who is displaced by the contracting out retains employment within the Bargaining Unit.

This Letter of Understanding is renewed with expiry on December 31, 2024.

Renewed this 27th day of February, 2022

LETTER OF UNDERSTANDING #5

RE: TRANSFER

Lateral (same classification) transfers between branches in the City of Surrey will not be allowed unless authorized in advance by the Employer. Such authorization will be subject to the Employer's analysis of its ability to conduct its business efficiently and effectively.

Renewed this 27th day of February, 2022

LETTER OF UNDERSTANDING #6

RE: EMPLOYEE LOANS COMMITTEE

During collective bargaining, the Parties agreed to consider an alternate way of setting employee loan rates.

As such, the Parties agreed to create a joint working group that will look at setting the employee loan rates for up to six (6)-month intervals.

The Committee shall consist of two (2) members from the Bargaining Unit and two (2) members of Management.

The Committee will meet every six (6) months or when the Bank of Canada changes the prime rate. The joint Committee will meet to discuss employee rates for mortgages and other loan types for the following six (6) months. The Committee will set the employee rates based on the rate offered to the employees for the previous six (6)-month period, in addition to the posted and prime rates from other institutions.

The Committee will present the proposed rate to Senior Management who will make the final decision on establishing the employee rate offered to the employees. If the rate offered to the employees is deferent than proposed, the reasoning for the decision will be shared with the joint Committee. Information about employee rates will be shared with all employees.

At the end of the second six (6)-month term, employees will be canvassed as to what of the two (2) rates setting systems they preferred; either the existing language in Article 22.05, or the rate as set out following the process outlined above. This review will occur every twelve (12) months during the term of the Collective Agreement.

After two (2), six (6)-month terms, either Party can cancel this L.O.U. during the term of the Agreement with two (2) weeks written notice. In such circumstance, the rates will be set as outlined in 22.05.

Renewed this 27th day of February, 2022

SIGNING PAGE

Dated this 27th day of February, 2022, in the City of New Westminster, British Columbia.

FOR THE EMPLOYER:
KHALSA CREDIT UNION



Inderjeet Singh
Senior Manager, HR & Member
Experience



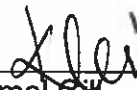
Hardeep Bains
Chief Operating Officer

Kevin Woolliams
Chief Negotiator

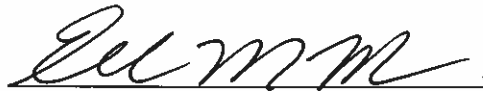
FOR THE UNION:
UNIFOR LOCAL 3000



Sarbjit Kaur Lidder
Bargaining Committee



Kamal Gill
Bargaining Committee



Ellen-Marie Moreira
Local 3000 Service Representative



Gavin Davies
Unifor National Representative