COLLECTIVE AGREEMENT

between the

VANCOUVER CITY SAVINGS CREDIT UNION
(VANCITY)

and the

B.C. GENERAL EMPLOYEES' UNION
(BCGEU)

Effective from January 1, 2024 to December 31, 2027

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ARTICLE 1 - PREAMBLE

1.1 Acknowledgement

The parties recognize, acknowledge and thank the Indigenous Peoples on whose territories we are privileged to work and live, and recognize that our work spans many Territories and Treaty areas. We support the role of Indigenous Peoples as traditional stewards and caretakers of these lands, and aim to build meaningful, respectful relationships with Indigenous communities wherever the Employer carries on business.

1.2 Purpose of Agreement

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

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

(c) The parties recognize that all efforts are based on having a teamwork approach, and working in partnership with the Employer, its employees, and the Union. This collective agreement needs to reflect the flexibility of the operations, recognizing that the relationship of the parties will change and grow as the operation matures.

1.3 Future Legislation

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

1.4 The Employer’s Policies

The parties agree that:

(a) The Employer’s policies apply to bargaining unit employees except where the policy conflicts with the provisions of the collective agreement,

(b) Where these policies conflict with the collective agreement, the collective agreement shall normally apply, except as set out in (c) below or as agreed to by the parties,

(c) Where the Employer amends a policy, and the result is an improvement to provisions outlined in the collective agreement, the parties shall exchange a letter to confirm that the collective agreement is so amended, and

(d) The Employer shall supply the Union with a complete copy of the Employer Human Resources policies, and shall advise the Union of any changes to their policies, and provide copies of those changes to the Union in a timely manner.

ARTICLE 2 - DEFINITION OF EMPLOYEES

2.1 Probationary Period

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

2.2 Definition of Regular Full-Time Employee

A "*Regular Full-Time*" Employee shall be defined as an employee who is employed on a full-time basis.

2.3 Definition of Regular Part-Time Employee

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

2.4 Definition of Casual Employee

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

2.5 Number of Regular Part-Time and Casual Employees

The number of Regular Part-Time and Casual Employees shall be kept to a minimum to ensure that the need for Regular Full-Time Employees is not reduced. Any complaint as to the number of Regular Part-Time and Casual Employees shall be referred to the Joint Labour/Management Committee for action before the grievance procedure is put into use. It is reasonable for the Employer to use Regular Part-Time and Casual Employees for peak business periods, vacation, pregnancy/parental leaves and extended leaves of absence.

2.6 Excluded Article for Casual Employees

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

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

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

(b) Where a dispute arises as to whether or not an individual is an employee within the bargaining unit, it shall first be discussed by the parties. If no agreement is reached within 30 days of the notification either party may refer the matter to the Labour Relations Board for a final and binding determination.

3.2 Bargaining Agent Recognition

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

3.3 No Other Agreement

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

3.4 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 an employee's level of involvement in union affairs.

3.5 Bulletin Boards

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

3.6 Union Meetings

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

3.7 Union Insignia

(a) A union member shall have the right to wear the recognized insignia of the Union and to incorporate it into their electronic signatures or virtual meeting logins.

(b) The Union and Employer agree that the union insignia will be displayed at each entrance to branch and department locations covered by the certification. The size, design, and placement of such insignia shall be mutually agreed.

3.8 Right to Refuse to Cross Picket Lines

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

3.9 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to select stewards to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards.

(b) Stewards may investigate and process grievances during regular working hours without loss of pay. Stewards will obtain permission from the Employer designated representative in advance. Such permission will not be unreasonably withheld and will be subject to operational requirements.

3.10 Notification of Representatives

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

3.11 Time Off for Union Business

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

(1) For an employee elected to the position of President or Treasurer of the B.C. General Employees' Union,

(2) For employees selected to a full-time position with the Union for a period of one year,

(3) For an employee elected to a full-time position with the Union or any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request,

(4) For elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated,

(5) For elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area,

(6) For employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee,

(7) For up to six employees who are representatives of the Union and on the Union's Bargaining Committee to carry on negotiations with the Employer. The Union Bargaining Committee will be comprised of two members from Community Member Services (CMS), two members from the Member Services Centre (MSC), one member from the Centre Administration Payment Systems (CAPS), and one member from VISA, and

(8) To employees called by the Union to appear as witnesses before an arbitration board or other labour relations hearings or matters arising from the administration of this collective agreement.

To facilitate the administration of this clause when leave without pay is granted, the employee shall be given their regular rate of pay and the Union shall reimburse the Employer their salary and benefit costs.

The Union shall provide the Employer with reasonable notice of at least three weeks prior to the commencement of leave under this clause. Where three weeks' notice is not possible, the Employer may grant the leave of absence subject to operational needs. It is understood that employees granted leave of absence pursuant to this clause shall receive their regular current rates of pay while on leave of absence. The Employer and the Union agree that any of the above leaves shall take into consideration the business needs of the Employer and shall not be unreasonably withheld.

3.12 Full-Time Public Duties

(a) Subject to operational requirements the Employer shall grant, on written request, leave of absence without pay and without loss of seniority:

(1) for employees to seek election in a municipal, provincial, federal, First Nation, or other Indigenous election for a maximum period of 90 days,

(2) for employees elected to a public office for a maximum period of five years.

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

(c) The employee shall provide the Employer with reasonable notice of at least three weeks prior to the commencement of leave under this clause. Where three weeks' notice is not possible, the Employer may grant the leave of absence subject to operational needs.

3.13 Correspondence Between Parties

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

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

Director, Human Resources

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

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

Staff Representative

with a copy to the appropriate union steward.

3.14 Union Representation

The Employer agrees that access to its unionized locations may be granted to union staff representatives and Senior Elected Leadership of the Union. The Union will obtain approval from the business unit Director a minimum of two weeks prior to their visit. Site visits will not interfere with the operations of the Employer.

The Employer will provide the Union with an onsite location in which to conduct the visit, which will be accessible to employees on unpaid time or breaks. Union staff representatives and Senior Leadership will inform the manager on duty upon their arrival.

ARTICLE 4 - UNION SECURITY

4.1 Union Membership

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

4.2 No Bargaining Unit Work

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

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.1 Authorization Form Deduction

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

5.2 Check-off of Union Dues

(a) Deductions shall be made from each pay and membership dues or payments in lieu thereof shall be considered as owing to the Union in the following month in which they are so deducted as outlined below.

(b) All deductions shall be remitted to the President of the Union not later than the fifth day of the month following the month in which deductions were made and the Employer shall also provide a list of names of those employees for whose earnings such deductions have been made.

(c) Deductions shall be suspended during the period of an employee's unpaid absence but shall be automatically resumed (not retroactively) upon the employee returning to work or with any leave paid directly by the Employer.

(d) The Union dues remittance will include the following:

(1) employee number
(2) employee name
(3) amount of dues per period
(4) employee Role
(5) employee status (Regular Full-Time, Regular Part-Time, Casual)
(6) work location name

(e) With each dues remittance the Employer will provide the Union with a list of employees who have ceased employment during that dues period with the reason.

5.3 Union Dues

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

(b) The effective date of the change shall occur on the first day of the first new pay period of the month following receipt of the notice of change or at the start of the pay period within four weeks of the notice, whichever is greater.

5.4 Union Dues Income Tax Receipts

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

5.5 Electronic Funds Transfer (EFT)

(a) 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*".

Column Order	Name	Format	Format Description
1	Employee ID number	XXXXXXXXX	
2	Member Last Name		
3	Member First Name		
4	Dues	XXXX.XX	No commas or dollar signs
5	Gross Wages for Period	XXXX.XX	No commas or dollar signs
6	Job Classification		
7	Job/ Position Title		

Employee information will always be sent in the same format and column order. The format of the information submitted by the Employer must be consistent from submission to submission.

ARTICLE 6 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

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

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

The Employer will provide the Union stewards a list of new employees identified by their worksite no later than the fifth day of the month following the month in which they were hired.

ARTICLE 7 - MANAGEMENT RIGHTS

7.1 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.

7.2 Statutory Powers

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

7.3 Exercise of Management Rights

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

ARTICLE 8 - EMPLOYER – UNION RELATIONS

8.1 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. 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 Directors and HR Consultants with whom the Union may be required to transact business.

8.2 Joint Labour/Management Committee

(a) *Terms of Reference*

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

(b) *Scope of Committee*

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

(1) occupational health and safety
(2) planned changes in business operations
(3) the creation of new Roles
(4) job training program
(5) job descriptions
(6) workload

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

8.3 Meetings of Joint Labour/Management Committee

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

(a) Meetings of the Joint Labour/Management Committee shall be held three times per year or more often, upon mutual agreement between parties which shall not be unreasonably withheld.

(b) The Union and the Employer will appoint a maximum of 12 representatives from their respective Group to participate in the Committee. Employees attending as representatives of the Union shall do so without loss of pay. Each party shall notify the other by letter of the names of their committee members and any changes which may take place from time to time. The Committee will be duly constituted when six representatives from the Employer appointed 12 representatives and six representatives from the Union appointed 12 representatives, are in attendance.

(c) The President of the Union or their designate may participate in the Joint Committee.

(d) Worksite-specific or geographic-specific labour-management meetings may be scheduled at the call of either party. Employees attending as representatives of the Union shall do so without loss of pay. Minutes will be taken at worksite-specific or geographic-specific labour-management meetings. Copies of the minutes will be forwarded to the Joint Labour/Management Committee members.

(e) Each party shall present agenda items to the other party not less than six days prior to each meeting.

(f) An employer representative and a union representative shall alternate in presiding over the meetings. The parties shall circulate an agenda not less than five days prior to each meeting.

(g) Minutes of the Joint/Labour Management Committee meetings shall be recorded by the Alternating Chair and distributed to committee members and union office. Copies of the minutes shall also be circulated to the members of the bargaining unit within 30 calendar days of the meeting.

8.4 No Strikes or Lockouts

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

ARTICLE 9 - GRIEVANCE PROCEDURE

9.1 Grievance Procedure

(a) 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 collective agreement, including a question as to whether or not a matter is subject to arbitration, or

(2) the dismissal, discipline or suspension of an employee covered by this agreement.

(b) The procedure for resolving a grievance shall be the grievance procedure in this article.

(c) The employee will continue working and utilize the grievance procedure to resolve their concern, except where an employee acts in good faith in compliance with Section 3.12 of the *Workers Compensation Act* of British Columbia.

(d) In order not to interfere with the operations of the Employer it is agreed that research or preparation of a complaint or grievance will be done outside the working hours of the aggrieved employee and/or union steward except as provided for in Clause 3.9(b).

9.2 Step 1

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

9.3 Step 2

(a) Failing resolution at Step 1, an employee may submit a written grievance, through the Union steward, to Step 2 of the grievance process, within 21 calendar days from the date:

(1) upon which the action or circumstances first occurred or arose, or

(2) upon which they were notified orally or in writing, of the action or circumstances giving rise to the grievance, or

(3) upon which they were informed that their grievance had been denied.

(b) The employee grievance may be presented at this level by:

(1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose,

(2) stating the article(s) of the agreement infringed upon or alleged to have been violated, and the remedy or correction required, and

(3) transmitting the grievance to the Employer's designated representative.

(c) The President of the Union, their designate, or Employer, may present a grievance at Step 2. The Union's or Employer's representative, as applicable, shall:

(1) sign and date the grievance as received at Step 2, and

(2) forward the grievance to the representative of the other party the Employer authorized to deal with grievances at Step 2.

9.4 Time Limit to Reply at Step 2

(a) The Step 2 Employer or Union representative shall reply in writing to a grievance within 15 days of receiving the grievance at Step 2.

9.5 Step 3

Failing resolution at Step 2, the party that filed the grievance may advance the grievance to Step 3:

(a) within 15 calendar days after the decision has been conveyed to them by the representative of the other party to handle grievances at Step 2, or

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

9.6 Time Limit to Reply at Step 3

Within 15 calendar days of receipt of the grievance at Step 3, the representative designated by the Union or Employer to handle grievances at Step 3 shall reply in writing to the grievance.

9.7 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 9 - Grievance Procedure, 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.

9.8 Dismissal or Suspension Grievance

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

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

9.9 Deviation from Grievance Procedure

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.

9.10 Policy Grievance

(a) Where either party to this agreement disputes the application, interpretation or alleged violation of an article of this collective agreement, the dispute shall be discussed between the Employer and Union within 30 calendar days of the referral to Step 3. Failing resolution, either party may submit the dispute to arbitration, as set out in Article 10 - Arbitration.

(b) This provision shall not be utilized to circumvent any mandatory provision of the grievance procedure.

9.11 Technical Objections to Grievances

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case. This clause does not apply to the time limits as set out in this section.

9.12 Amending Time Limits

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

9.13 Failure to Act

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

9.14 Grievance Form

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

9.15 Grievance Delivery

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

9.16 Agreement or Resolution Binding

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

ARTICLE 10 - ARBITRATION

10.1 Appointment of the Arbitrator

When a party has requested that a grievance be submitted to arbitration it shall indicate in writing to the other party, within 15 calendar days thereafter, its intention to submit the dispute to a single arbitrator, to be mutually agreed by the parties.

10.2 Single Arbitrator Procedure

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

10.3 Decision of Arbitrator

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

10.4 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which they will make every effort to do within 30 calendar days of receipt of such application.

10.5 Expenses of Arbitrator

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

10.6 Amending Time Limits

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

10.7 Expedited Arbitration

(a) For the purposes of accelerating the resolution of applicable grievances, the parties may mutually agree to refer to expedited arbitration any matter properly processed, as a grievance, in accordance with the provisions of the grievance procedure contained in this agreement.

(b) Grievances shall be submitted to a single arbitrator as mutually agreed upon.

(c) The facts of the matter in dispute shall be presented during expedited arbitration by a designated representative of the Union and a designated representative of the Employer.

(d) The parties agree to make use of agreed statements of fact, and to limit witnesses to the greatest extent possible and, limit the use of authorities.

(e) The Arbitrator shall hear the grievances and shall render a decision within five working days of such hearings. The decision of the Arbitrator shall be of no precedential value and shall not be referred to by either party in any other proceedings.

(f) Prior to rendering a decision the Arbitrator may assist the parties in mediating a resolution to the grievance, which shall be "*without prejudice*".

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

ARTICLE 11 - DISCIPLINE

11.1 Discipline and Probationary Discharge

(a) Disciplinary action is grievable by the employee.

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

(c) Within an employee’s probationary period, the Employer may release an employee at any time for failure to meet performance standards. It is understood that the legal test applied in cases of dismissal while on probation is a test of suitability. A probationary employee may grieve their dismissal.

11.2 Employee Performance

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

11.3 Right to Have Steward Present

(a) An employee shall have the right to have a steward present at any interview with supervisory personnel, which the employee believes might be the basis of disciplinary action.

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact a steward, providing that this does not result in an undue delay of the interview. This clause shall not apply to those interviews that are of an operational nature and do not involve disciplinary action.

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

11.4 Notice of Discipline

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

11.5 Right to Grieve Other Disciplinary Action

(a) Disciplinary action is grievable by the employee.

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

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

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

11.6 Personnel File

(a) An employee or their designate with the written authority of the employee, is entitled to request a review of their personnel file in the office where it is normally kept.

Where it is not practical for the employee to review their file in the office in which it is kept, the Employer shall have the file delivered to the employee's worksite, for review under the supervision of a person designated by the Employer.

The Employer will provide copies of file entries as requested.

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

(b) Personnel files are confidential and will be kept secure and access will be given only upon the express approval of a Senior Human Resources leader or designate.

ARTICLE 12 - SENIORITY

12.1 Accrual of Seniority

(a) Seniority is defined as the length of continuous service with the Employer.

(b) Seniority will be accrued based on hours worked, as well as:

(1) time lost as a result of occupational illness or injury,
(2) non-occupational illness or injury or sick leave,
(3) leaves of absence, as set out in this collective agreement,
(4) an employee on the recall list in accordance with Clause 13.5 - Contact Point, or
(5) union business.

(c) A day, for the purposes of calculating seniority, is seven hours and will be converted accordingly for Regular Part-Time Employees, and for employees working a flexible workweek.

(d) When two or more employees have the same seniority, seniority shall be determined by start date, and if the seniority is still equal, ranking will be determined by a test of chance.

12.2 Casual Employees

(a) Seniority shall not accrue for a Casual Employee except where such an employee becomes a Regular Full-Time or Regular Full-Time Employee and completes the probationary period as a Regular Part-Time or Regular Full-Time Employee. At that time, credit will be given for hours worked as a Casual Employee.

(b) In any event, no credit will be granted retroactively for any time worked prior to December 31, 1994, and August 29, 1997 for previous Citizen's Bank employees.

12.3 Seniority During Probation

Upon completion of the probationary period, seniority for Regular Full-Time Employees and Regular Part-Time Employees shall be back-dated to include time worked during the probationary period.

12.4 Seniority List

(a) Seniority for Regular Full-Time and Regular Part-Time Employees, calculated as per Clause 12.1 - Accrual of Seniority, shall be provided on one seniority list.

(b) The Employer will produce the seniority list for all employees in the bargaining unit on the final day of the pay period preceding each March 1st, June 15th, and October 1st, a copy of the seniority list will be posted and sent to the staff representative. The seniority list will indicate the employee's name, status, Role, department or location, seniority hours.

(c) It is agreed that the most recently produced seniority list will be used to determine rights related to layoff and recall, vacation scheduling, appointments and Member Services Centre shift bids. The most recently produced seniority list will be provided to the affected employees and copied to the Union.

(d) Employees shall have 21 calendar days to challenge the accuracy of a seniority list under this article. Thereafter it will be binding upon all parties.

12.5 When Seniority Ends

An employee's seniority shall cease where the employee:

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

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

12.6 Re-Employment

A Regular Employee who resigns and within 60 days is re-employed as a Regular Employee shall be deemed to have been on a leave of absence without pay covering the days absent and shall be credited with the length of service accumulated at the time of their resignation for the purposes of benefits. Any rights that they had in regards to pension will be restored in accordance with the provisions of the pension plan.

It is understood that the employee's rate of pay will be established pursuant to Article 22 - Salary Policy, and Appendix A - Wages, that the employee returns on probation before re-establishing past seniority, and, that there is no cost to the Employer on reinstatement. It is understood that a reinstatement of seniority shall only apply once an employee is a successful applicant for a Role within the bargaining unit.

12.7 Seniority During Recall Period

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

12.8 Seniority During Leave of Absence

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

ARTICLE 13 - LAYOFF AND RECALL

13.1 Role of Seniority in Layoff

(a) In the event of layoff due to changes in administrative procedures, automation, consolidation or suspension of business or technological change, the employee with the least amount of seniority in the affected Role shall be the first laid off from the branch or department. Prior to issuing notice of layoff, the Employer may canvass all members in the branch or department to find volunteer solutions that provide as many viable options as possible to minimize potential layoffs. Unless otherwise agreed to, this process is to be completed within seven calendar days.

(b) No Regular Employees are to be laid off prior to Casual, Contract or Probationary Employees, provided that the Regular Employee has the requisite qualifications to perform the work which is available. Regular Employees who are in a contract appointment will revert to their home position.

13.2 Layoff Notices

Regular Full-Time Employees and Regular Part-Time Employees shall be given three weeks' notice of layoff or three weeks' salary in lieu of notice.

13.3 Employee Options

(a) To minimize the disruption on the bargaining unit and the Employer's operations, employees who have been served notice of layoff shall be offered the following options:

(1) to fill a vacancy within the bargaining unit at the same or lower Group for which they are qualified,

(2) to displace the least senior employee in a Role at the same or lower Group within the bargaining unit, providing the employee has the qualifications to perform the job functions satisfactorily,

(3) placed on the recall list for a period of 12 months in accordance with Clause 13.6 - Recall Procedures,

(4) to claim severance pay pursuant to Clause 13.6 - Recall Procedures.

(b) Regular Full-Time Employees may exercise their seniority to displace employees or claim available work that is Regular Full-Time, Regular Part-Time or Casual for which they are qualified.

(c) Regular Part-Time Employees will not be allowed to exercise their seniority to displace a Regular Full-Time Employee or to claim a Regular Part-Time vacancy. Regular Part-Time Employees may exercise displacement rights in relation to Regular Part-Time or Casual work.

(d) The employee may request the assistance of a steward at any time during this procedure.

(e) The employee must convey their intent in writing to Human Resources within seven calendar days of receiving layoff notice.

(f) The procedure established in this clause be completed within seven calendar days of receiving layoff notice.

13.4 Seniority Retention and Salary Assignment

(a) An employee who exercises their displacement rights to a position at the same Group will retain their current salary and service time.

(b) Where an employee displaces into a position at a lower Group the employee's salary shall be adjusted to the applicable rate for the Role established in Appendix A.

13.5 Contact Point

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

13.6 Recall Procedures

(a) Employees on the recall list shall, in seniority order, be recalled to a vacancy at their former Role or a lesser status, in their former Group or a lower Group for which they are qualified.

(b) Notice of recall to an employee on the recall list shall be sent by email to the employee's last known email address. An employee on the recall list may be bypassed when the employee fails to respond to the notice within five calendar days of receiving it. A copy of the recall notice shall be forwarded to the Union.

(c) An employee bypassed under the foregoing conditions shall be kept on the recall list for the employee's remaining recall period.

(d) A laid-off employee shall have the right to elect Casual work assignments while on recall in order of seniority and subject to being qualified to perform the work which is available. An employee’s recall period will not be shortened or their recall rights impacted by them taking Casual work during the recall period, and the recall period does not restart.

(e) A Regular Employee laid off who chooses to be placed on the recall list may elect to terminate during the recall period and be paid their severance pay entitlement. Upon expiration of recall rights an employee shall be paid their severance pay entitlement.

13.7 Recall List

The Employer shall forward a list of all employees on the recall list to the President of the Union or their designate twice a year on April 1st and October 1st. The list shall contain the employee's name, Role, seniority and date of layoff.

13.8 Severance Pay

(a) Severance pay shall be paid to Regular Full-Time and Regular Part-Time Employees. The amount of severance pay shall be:

(1) After three months service - One week's pay at their regular wage.

(2) After one year's service - Two weeks' pay at their regular wage.

(3) For each completed year of service thereafter - An additional two weeks' pay at their regular wage; per year, to a maximum of 20 weeks.

(b) Where employees opt for and receive severance pay in accordance with this clause, they shall lose all seniority and cease to be an employee.

ARTICLE 14 - JOB POSTING AND PROMOTION

14.1 Posting of Job Vacancies

Notice of job vacancies in the bargaining unit shall be posted internally for at least seven calendar days in a manner which gives all employees access to the information. The Employer may advertise externally concurrent with the seven-calendar day posting period provided internal applicants are given first consideration. The notice shall indicate Role, Group, salary and job description.

The Employer will not hire external candidates or fill the vacancy with existing employees until employees on the recall list have been recalled providing they are qualified for the position. The Employer will follow the recall procedures established Article 13 - Layoff and Recall.

14.2 Contract Appointments

(a) Contract appointments are vacancies of a temporary nature. Such appointments shall be posted as per Clause 14.1 - Posting of Job Vacancies.

(b) Contract appointments shall not exceed 12 months without the agreement of the Union, or as specifically permitted in this agreement. Notwithstanding, contract appointments generated to backfill parental leaves and associated contract appointments may be granted up to 20 months.

(c) When a Regular Employee accepts a Contract Appointment, their benefits will continue and, wherever possible, their regular Role will be held for the duration of the initial contract appointment but no longer than 20 months. Upon expiration of their contract appointment, the following process shall apply:

(1) The employee will be returned to their former Role at their former branch,

(2) If their Role is no longer available, they will be returned to a Role of equal rank and pay within the same geographic area. For the purpose of this clause, geographic area shall be understood to mean the closest available unionized work location within a 26-kilometre radius,

(3) If their Role is no longer available within the geographic area, they will be returned to the same Role within any branch or department for which the Union is certified,

(4) If there is no Role available within the bargaining unit, the provisions of Article 13 - Layoff and Recall, will apply.

14.3 Job Applications

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

14.4 Applying on Vacant Roles

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

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

Employees must also have completed 910 hours in their current Role and work location, unless they received pre-approval from their director to apply.

14.5 Intent of the Employer

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

14.6 Selection Basis

(a) Selections for job vacancies shall be made on the basis of ability, knowledge, experience, past work performance and seniority in that order.

(b) In the event that two or more employees have similar ability, knowledge, experience and past work performance the employee with the greatest seniority shall be selected.

14.7 Notification

(a) Within seven calendar days of the date of the appointment to a posted Role within the bargaining unit, applicants will be advised of the outcome of the selection process.

(b) The Employer agrees, at the request of unsuccessful applicants, to discuss the reasons why they were unsuccessful and areas where they can improve their opportunities for advancement. Such a meeting shall be scheduled within five calendar days and shall be held during working hours.

14.8 Right to Grieve

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

14.9 Trial Period

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

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

ARTICLE 15 - HOURS OF WORK

15.1 Hours of Work - Member Services Centre and Visa

(a) Subject to Clause 15.3 - Change in Scheduled Hours, the determination of starting times, the daily hours of work, and weekly or periodic work schedules and changes to such shifts and schedules, shall be made by the Employer from time to time to suit the varying conditions of its business.

(b) The full-time workweek shall consist of five days at 35 hours per week, Sunday through Saturday, with two consecutive days off in each week. Employees may request and be scheduled for a shift with non-consecutive days off through the shift bid process by mutual agreement. At no time will an employee be required to work more than five consecutive days.

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

(1) choose to shift one of their two consecutive days off to an alternate day, or

(2) access vacation, flextime or unpaid leave, in order to provide a day off after the fifth day, by mutual agreement.

(c) The normal daily hours of work will not exceed eight hours per day, except as provided in Clause 15.4 - Flexible Work Schedules. Such hours per day to be worked consecutively broken only by the meal period.

(d) Regular Part-Time Employees shall be scheduled with two consecutive days off in each calendar week, but may choose to accept additional shifts which result in a schedule with non-consecutive days of rest, provided that they maintain two days free of work per calendar week.

(e) The Employer will determine the Roles and number of employees of each Role required on each shift to meet the member needs, recognizing among other factors regular, unusual, and seasonal demands, and functionally connected work Groups.

(f) Within a Role, the choice of shift shall be determined by seniority not more than four times a year. The least senior employees may not decline the remaining available shifts, subject to the provisions of Article 25 - Training.

(g) Notwithstanding (f), if an employee replaces another employee because of absence or resignation, the employee shall work the regularly scheduled shifts of the employee whom they are replacing, regardless of seniority.

(h) An employee may not sign up for shifts in a lower Group until all shifts in their Role are assigned and a Regular Full-Time Employee may not sign up for part-time shifts until all full-time shifts within their Role are assigned.

(i) Regular Part-Time Employees shall be designated four protected days off in each shift bid period, or in a four-month period to a total of 12 in a year, which can be requested with four weeks' notice to the Employer. Such requests shall not be unreasonably denied.

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

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

15.2 Hours of Work - Branches, Central Administration and Payment Systems, and Securities Administrators

(a) Subject to Clause 15.3 - Change in Scheduled Hours, it is agreed that the determination of starting times, the daily hours of work, and weekly or periodic work schedules and changes to such shifts and schedules, shall be made by the Employer from time to time to suit the varying conditions of its business.

(b) The full-time workweek shall consist of five days at 35 hours per week, Monday through Saturday, with two consecutive days off in each calendar week. Employees may request and be scheduled for a shift with non-consecutive days off by mutual agreement.

(c) The normal daily hours of work will not exceed eight hours per day, except otherwise agreed in a flexible work schedule, and will fall between:

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

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

(e) No workweek shall include a Sunday.

(f) Where operational requirements permit, staggered starting times will be assigned based on seniority.

(g) Regular Part-Time Employees shall be scheduled with two consecutive days off in each calendar week, but may choose to accept additional shifts which result in a schedule with non-consecutive days of rest, provided that they maintain two days free of work per calendar week.

15.3 Change in Scheduled Hours

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

15.4 Flexible Work Schedules

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

(a) Work schedule for Regular Full-Time Employees will be based on an average of 70 hours biweekly,

(b) Work schedule for Regular Part-Time Employees will be based on an average amount of less than 70 hours biweekly,

(c) An employee's scheduled work assignments will be separated by not less than 12 non-work hours;

(d) An employee is entitled to not less than two consecutive days free from work without pay each week unless mutually agreed otherwise,

(e) Employees of a similar Role may exchange shifts with the approval of the Employer, provided that advance written notice is given by the employees and provided there is no increase in cost to the Employer,

(f) Days of rest may be varied due to a flexible workweek schedule if the schedule creates a shorter or longer number of days off from the completion of one week's shift and the start of the next week's shifts,

(g) A flexible workweek schedule can be amended or cancelled by the Employer by giving two weeks advance notice prior to posting of the new schedule,

(h) Choice of shift shall be determined by seniority. The least senior employee may not decline the remaining available shifts, and

(i) Notwithstanding (h), if an employee replaces another employee because of absence or resignation, the employee shall work the regularly scheduled shifts of the employee who they are replacing, regardless of seniority.

15.5 Meal Periods

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

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

(b) For employees covered by Clause 15.2 - Hours of Work - Branches, Central Administration and Payment Systems, and Securities Administrators, an unpaid meal period of one hour shall be provided and taken within the three hours in the middle of the employee's shift. Precise times are to be arranged between the Employer and the employee.

15.6 Rest Periods

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

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

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

(c) If the Employer extends Friday branch hours past 5:00 p.m., the Friday afternoon rest period shall be 20 minutes.

15.7 Job Sharing

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

(a) one of the partners proposing the job sharing arrangement already occupies the Regular Full-Time Role under consideration, or

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

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

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

ARTICLE 16 - OVERTIME

16.1 Daily Overtime

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

16.2 Weekly Overtime Rates

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

16.3 Overtime on a Sunday

For employees covered by Clause 15.2 - Hours of Work - Branches, Central Administration and Payment Systems, and Securities Administrators, time worked on a Sunday shall be paid for at two times the employee's straight-time hourly rate.

16.4 Callouts

An employee called back to work after having completed a regular day's shift, or from a regular day off, providing the callback does not abut the regular shift, shall be paid at the applicable overtime premium specified in this article for a minimum of three hours or for actual time worked, whichever is greater. Travel time to and from the employee's residence will be considered as time worked.

16.5 Authorization of Overtime

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

16.6 Overtime Rest Period

An employee who works overtime beyond a regular shift shall be allowed a one hour paid meal period at the employee's straight-time hourly rate of pay, provided overtime is in excess of two hours work. The meal period may be taken before, during, or after the overtime work, as may be mutually agreed.

16.7 Right to Refuse Overtime

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

16.8 Payment for Overtime

Overtime shall be paid on the paycheque following the pay period in which the overtime was worked or banked pursuant to Clause 16.9 - Time Off in Lieu of Pay.

16.9 Time Off in Lieu of Pay

Employees who work overtime may elect to take time off in lieu of overtime pay to be taken at a time mutually agreed upon between the Employer and the employee. Time off in lieu of overtime payment will be calculated at overtime rates. The time off with pay shall be equal to the straight-time equivalent to the overtime earnings. Accumulated time off must be scheduled prior to the end of each calendar year, or it will be paid out.

ARTICLE 17 - STATUTORY HOLIDAYS

17.1 Statutory Holidays

(a) The Employer agrees to provide all Regular Full-Time and Regular Part-Time Employees with the following Statutory Holidays without loss of pay:

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

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

Should one of the above holidays fall on an employee's normal day(s) off, the employee shall receive an additional day or days off with pay to be taken adjacent to the employee's normal day(s) off, or at a time mutually agreed between the employee and the Employer. If the day or days off is not taken within 12 months of it being accrued, it shall be paid out to the employee.

(b) To qualify for Statutory Holiday payment a Regular Part-Time, and Casual Employee must have completed 30 calendar days service with the Employer.

(c) Statutory Holiday payment for Regular Part-Time and Casual Employees is calculated as follows:

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

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

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

17.2 Premium for Work on Statutory Holiday

(a) For employees covered by Clause 15.1 - Hours of Work - Member Services Centre and Visa:

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

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

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

(b) For employees covered by Clause 15.2 - Hours of Work - Branches, Central Administration and Payment Systems, and Securities Administrators:

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

17.3 Statutory Holiday Coinciding with a Day of Vacation

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

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

For employees covered by Clause 15.2 - Hours of Work - Branches, Central Administration and Payment Systems, and Securities Administrators, the Branch shall close at 2:00 p.m. on Christmas Eve and on New Year's Eve, provided that those days fall on a regular workday.

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

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

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

18.2 Vacation Entitlement

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

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

Vacation pay shall be at the employee's current salary or 2% of gross earnings for each week of vacation entitlement for the period in which vacation was earned, whichever is greater.

18.3 Entitlement During First Partial Calendar Year

(a) During the first partial year of service a Regular Employee's vacation entitlement will be calculated on a pro rata basis.

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

18.4 Bonus Vacation

(a) Regular Full-Time Employees shall receive an additional bonus week of paid vacation leave in the year in which their 10th, 15th, 20th, 25th, 30th, 35th, 40th and 45th anniversary of continuous service falls. Regular Part-Time Employees shall receive an additional 2% vacation pay in the year in which their 10th, 15th, 20th, 25th, 30th, 35th, 40th and 45th anniversary of continuous service falls. Notwithstanding Clause 18.6 - Vacation Banking, employees may schedule their bonus week of vacation in their anniversary year or the year following.

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

18.5 Vacation for Regular Part-Time Employees

Regular Part-Time Employees shall receive vacation pay with each paycheque.

Employees hired prior to ratification shall be offered the option of continuing allowing accrual or pay on each paycheque.

18.6 Vacation Banking

Employees entitled to more than 10 working days' vacation shall be permitted to bank five of the excess days and take them in the following year.

18.7 Seniority Preference in Scheduling Vacation

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

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

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

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

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

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

18.8 Vacation Schedule Changes

Approved vacation shall not be changed, except in cases of emergency, or by mutual agreement between the employee and the Employer.

18.9 Vacation Pay Prorated

Vacation pay at current salary or percent of gross earnings shall be prorated based upon the hours worked. Employees who complete only part of the year due to termination, leaves, etc. and who have taken excess vacation shall be required to reimburse the Employer for any overpayment received.

ARTICLE 19 - SPECIAL AND OTHER LEAVES OF ABSENCE

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

19.1 Bereavement Leave

(a) In the case of death or serious illness in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave without loss of pay for three days, plus two days for travel time if necessary.

(b) "*Immediate family*" is defined as the employee's spouse (which may include common-law, same sex, non-binary, gender-fluid and gender queer individuals), parent, child, foster children, stepchildren, sibling, parent’s sibling, parent-in-law, stepparents, foster parents, grandparents, grandchildren, sibling-in-law, child-in-law, and any person permanently residing with the employee as a member of their family.

For self-identifying Indigenous employees, this leave will also be granted for the passing of an Elder close to them or the community, as well as any individual the employee considers a close family member consistent with the cultural norms of their community (e.g. aunt, uncle).

The leave of absence will not be charged against an employee’s paid care days or annual vacation.

(c) Bereavement leaves for up to one-half day without loss of pay may also be requested to attend the funeral of a family member or friend.

19.2 Jury Duty and Court Service

(a) Jury duty and court service are civic responsibilities and the Employer has a responsibility to support employees in this Role.

(b) If an employee is required to perform jury duty the Employer will pay the employee's regular wages for each scheduled shift that the employee attends court. Any jury pay money paid to the employee by the court shall be paid to the Employer.

(c) If an employee serves on a non-scheduled workday, the employee is entitled to any money received from the court.

(d) While waiting for an actual jury call, employees shall make every reasonable effort to report to work for their scheduled shift.

(e) An employee required to attend court as a plaintiff or defendant will not be paid by the Employer unless the employee is attending on behalf of the Employer.

(f) Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two hours of their shift remains to be worked.

(g) Total hours on jury duty and actual work on the job in the office in one day shall not exceed normal scheduled shift hours for purposes of establishing the basic workday. Any time worked in the office in excess of the combined total of the scheduled shift hours shall be considered overtime and paid as such.

19.3 Pregnancy and Parental Leave

(a) All Regular Full-Time and Regular Part-Time Employees shall be eligible for pregnancy, parental and placement of a child through surrogacy or adoption leave in accordance with the *Employment Standards Act*.

(1) A request for pregnancy and/or parental leave shall be in writing at least four weeks before the day specified in the request, and show the last expected working date and expected date of return. Any change to the expected date of return shall be requested in writing at least four weeks before the expected date of return.

(2) The Employer may, with the agreement of the employee, defer the commencement of pregnancy leave for any period approved in writing by a qualified medical practitioner.

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

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

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

(b) *Seniority Rights on Return to Employment*

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

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

(c) *Sick Leave During Pregnancy*

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

19.4 Supplemental Employee Benefit Plan

Employees on pregnancy, parental or placement of a child through surrogacy or adoption leave are entitled to the Employer's maternity and parental leave top-up program, and all other provisions of the Employer's policy on maternity and parental leave.

Should the Employer amend its maternity and parental leave policy such that the benefit is reduced or eliminated, any employee who is already in receipt of the top-up payments or who has been approved for the top-up payments will continue to receive or obtain those payments pursuant to the maternity and parental leave policy that was in place at the commencement of their leave or approval.

19.5 Family Responsibility Leave

(a) Upon written application, an employee is entitled to up to five days unpaid Family Responsibility Leave, each year, to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any other member of the employee's immediate family.

(b) "*Immediate family*" is defined as the employee's spouse (which may include common-law, same sex, non-binary, gender-fluid and gender queer individuals), parent, child, foster children, stepchildren, sibling, parent's sibling, parent-in-law, stepparents, foster parents, grandparents, grandchildren, sibling-in-law, child-in-law, and any person permanently residing with the employee as a member of their family.

19.6 Leave of Absence Without Pay

(a) *Short-Term Leave*

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

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

(b) *Extended Leave*

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

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

19.7 Illness in Family Leave

In the case of illness, serious enough to reasonably believe that a member of the immediate family may not survive, an employee shall be granted up to three days leave without loss of pay to visit the place of residence of the immediate family member. Immediate family shall be as set out in Clause 19.5(b) - Family Responsibility Leave, of this article.

19.8 Compassionate Care Leave

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

19.9 Doctor and Dentist Appointments

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

19.10 Elections

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

19.11 Educational Leave

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

19.12 Leaves Respecting Domestic or Sexual Violence

(a) *Definitions*

(1) "*Domestic violence*" means:

(i) An act of abuse between an individual and a current or former intimate partner, between an individual and a child who resides with the individual, or between an individual and an adult who resides with the individual and who is related to the individual by blood, marriage, foster care or adoption, whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment, financial control, or

(ii) A threat or attempt to do an act described in (a) above.

(2) "*Intimate partner*" includes a spouse, dating partner, sexual partner or an individual with whom one has a relationship similar to the relationships enumerated in this definition.

(3) "S*exual violence*" means any conduct of a sexual nature or act targeting an individual’s sexuality, gender identity or gender expression that is committed, threatened or attempted against an individual without the individual’s consent and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation and sexual solicitation,

and may include an act that occurs online or in the context of domestic or intimate partner relationships.

(b) An employee shall be entitled to a leave of absence due to domestic or sexual violence subject to the provisions of the *Employment Standards Act*. An employee who wishes to take leave under this clause (19.12 - Leaves Respecting Domestic or Sexual Violence) shall advise the Employer in writing, that the employee will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave in writing as soon as possible after beginning it.

(c) Approved time off related to domestic or sexual violence will be treated as an approved leave of absence.

(d) The Employer will grant leave at the request of the employee. Where leave from work is required due to an employee or an employee and their dependent child having experienced domestic or sexual violence, the employee shall be granted leave in each calendar year, in accordance with the *Employment Standards Act*, as follows:

(1) up to five days of paid leave, and
(2) up to five days of unpaid leave, and
(3) up to 15 weeks of additional unpaid leave.

The leave may be taken by the employee intermittently.

(e) An employee is only entitled to a leave of absence under this clause (19.12 - Leaves Respecting Domestic or Sexual Violence) if the employee uses the leave of absence for one or more of the following purposes:

(1) to seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence, or

(2) to obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, transition house, sexual assault centre or other social services program or community agency, or

(3) to obtain psychological or other professional counselling for the employee or the employee's child in respect of the violence, or

(4) to relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely, or

(5) to seek legal or law enforcement assistance for the employee or the employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence.

(f) If an employee has a physical or psychological injury or disability caused by the violence that requires accommodation or work absence, the employee follows the process outside this article that would apply to any injured or disabled employee under this collective agreement.

(g) *Exception to Entitlements*

Entitlements in this article do not apply with respect to domestic violence or sexual violence committed by the employee.

19.13 Failure to Return from Leave

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

19.14 Other Religious Observances

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

(b) A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, leave will not be unreasonably withheld. Where operational requirements limit the number of requests that may be granted within a worksite and/or functional work Group, leave requests will be granted in order of seniority.

(c) Employees scheduling leave under this provision may utilize or reschedule vacation or time off in lieu of overtime or statutory holidays.

ARTICLE 20 - CARE DAYS

20.1 Care Days

(a) Regular Full-Time Employees will accumulate care day credit the equivalent of one day for each month worked. Eligible Regular Part-Time Employees shall be entitled to accumulate care day credit the equivalent of one hour for each 22 hours worked. Regular Full-Time Employee whose start date is between the first and 15th day of the month inclusive, will be given credit for the full month for the purpose of calculating care day accrual, otherwise care day credit will be calculated starting the first of the following month. There is no limit on care day accrual. Unused care days will accumulate for use, until depleted, as salary replacement benefits, at 100% of base salary during an approved short-term disability leave. After depletion of care days, an employee shall continue to receive salary replacement at 75% of wages up to a maximum of 26 weeks from the date of disability. Employees who remain unable to work after 26 weeks will be eligible to apply for long-term disability.

(b) For the purposes of paragraphs (c), (d) and (e) below, care days may be used in the year in which they have been or are to be earned. Employees who complete only a part of a year due to termination of employment shall be required to reimburse the Employer for any overpayment received.

(c) Care day credits may be used for personal illness and injury. Employees may utilize their available care days (maximum of 12 per year) to maintain 100% salary replacement.

(d) Care days may also be used, no more than two consecutive days at one time, to provide care to an immediate family member suffering severe illness when the immediate family member is unable to take care of themselves and no other family member, adult resource or health care facility can provide the required emergency care. "*Immediate family*" is defined in Article 19 - Special and Other Leaves of Absence.

(e) Care day credits may be used, no more than two consecutive days at one time, to provide emergency childcare for a child with whom the employee is parenting to make childcare arrangements.

(f) Care day credits may be used, no more than two consecutive days at one time, to make elder care arrangements for a parent or grandparent.

(g) Premium contribution arrangements for Pension Plan, RRSP and health benefits will remain intact during an employee's use of care days.

20.2 EI Premium Reduction

In the event there is any EI premium reduction, the employee share will be put toward benefit improvements or flex credits.

ARTICLE 21 - BENEFIT PLANS

The Employer will provide the benefits as established in this article.

21.1 Flexible Benefit Program

Regular employees are eligible to participate in extended health and dental components of the Employer's Flexible Benefit Program effective their hire date. A waiting period of three months applies to disability insurances such as short-term disability.

Notwithstanding the preceding paragraph, flexible benefits and the Flexible Benefit Program shall be as established and administered pursuant to Memorandum of Understanding #10, Flexible Benefit Program, as appended to this agreement.

21.2 BC Medical Services Plan

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, and revokes the payroll tax currently in place to fund basic medical insurance, the parties agree that the Employer will pay 100% of the premium for employees on the same basis as exists in the 2020-2023 collective agreement.

21.3 Pension Plan and Group RRSP

(a) *Definitions*

"*Meaningful Consultation*" entails being prepared to amend policy proposals in the light of information received and, providing feedback and in this agreement shall have the meaning of providing the Union with reasonable advance notice of the amendment or change and providing a meaningful opportunity for the Union to provide suggestions, alternatives and information to the Employer, who will, in good faith, consider these prior to finalizing its decision on the amendment or change.

The parties shall undertake meaningful consultation within a reasonable timeframe. The meaningful consultation shall not unreasonably delay the Employer's decision.

"*Vancity Defined Benefit Pension Plan*" shall mean the Pension Plan for the Employees of Vancouver City Savings Credit Union effective January 1, 2023 ("*Plan*").

(b) *Vancity Defined Benefit Pension Plan*

(1) All BCGEU members of Vancity hired after ratification will be automatically enrolled and vested in the Vancity Defined Benefit Pension Plan once they meet the eligibility requirements.

(2) With respect to the BCGEU members of the plan, the Vancity Defined Benefit Pension Plan will meet the following criteria:

(i) The following plan provisions will remain unchanged, and will not be changed for BCGEU members without prior meaningful consultation between the Employer and the Union:

a. the benefit accrual rate
b. early retirement adjustment factor
c. benefit-neutral retirement age
d. rate of any applicable inflation indexing
e. rate of any applicable post-retirement group benefit

(3) Contribution rates for BCGEU members of the plan, regardless of age or beneficiary status, will not exceed those of the plan as of January 1, 2024. Contribution rates will not be changed without prior meaningful consultation between the Employer and the Union.

(4) For the purpose of Clause 21.3(b)(2)(i)(a-e), the baseline amounts to remain unchanged will be that of the plan as of January 1, 2024.

(5) BCGEU members in the Group RRSP as soon as practicable after ratification will be provided an option to move to the Vancity Defined Benefit Pension Plan for all future service.

(6) BCGEU members who elect to move from the Group RRSP into the Vancity Defined Benefit Pension Plan will be given a one-time option to convert their Group RRSP Employer account balances into the Vancity Defined Benefit Pension Plan in accordance with the terms of the Plan.*

(7) BCGEU members in the BC Credit Union Employees' Pension Plan as soon as practicable after ratification will be given the option to cease participation in the BC Credit Union Employees' Pension Plan and to commence participation in the Vancity Defined Benefit Pension Plan, in accordance with the terms of the respective plans.

(8) BCGEU members who choose to move from the BC Credit Union Employees Pension Plan to the Vancity Defined Benefit Pension Plan will be provided a one-time election to exercise any right they may have to transition their BC Credit Union Employees' Pension Plan into the Vancity Defined Benefit Pension Plan, if permissible pursuant to the terms of both Pension Plans and provided there is no cost to the Employer.*

*Note: The Employer is not guaranteeing any right for an employee to convert/transport their existing pension plan entitlements or equivalent into the Vancity Defined Benefit Pension Plan upon electing to join this plan. Specifically, there may be CRA restrictions on how much of the Group RSP employer account balances can be moved into the Defined Benefit Pension Plan. Additionally, there may be no conversion/transport rights under the provisions of one of both of the pension plans.

(9) It is understood that BCGEU members of Vancity must meet the eligibility requirements as established by the terms of the plan. Employees who make the elections in paragraphs 5 and 7 above and have already met any waiting period requirement from the plan they are opting out of, will not have to serve the waiting period set out in the Vancity Defined Benefit Pension Plan.

(10) The parties agree that if the existing plan needs to be amended to facilitate the elections of employees in the above paragraphs, then Vancity will make such amendments, and a copy of the amended plan will be provided to the Union.

(c) *Discontinuation of the Plan*

The Employer agrees to provide to the Union a minimum of 12-months' written notice of its intention to discontinue the plan.

The parties will immediately engage in meaningful consultation intended to alleviate the impact of the plan's discontinuance on the BCGEU members at Vancity who are enrolled in the plan.

Under no circumstances will the Employer and Employee contributions be forfeited and, under no circumstances will the vested pension benefit be reduced or forfeited.

21.4 Staff Account Discounts and Premiums

(a) Employees will be eligible for staff account discounts and premiums in accordance with the Employer's "*staff as members*" policy.

(b) Details of the "*staff as members*" policy are available online to all employees.

21.5 Retirement Package

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

ARTICLE 22 - SALARY POLICY

22.1 Salary Schedule

Regular Full-Time and Regular Part-Time Employees shall be paid in accordance with the salary schedule for their Roles as specified in Appendix A, which is part of this agreement. The steps in the salary range shall not be construed to mean an employee may not be advanced to the next step in their salary range before having the required service, in accordance with the provisions of Clause 22.5(b) - Progression to Next Salary Step.

22.2 Transferring Into a Role Under the Collective Agreement

(a) Notwithstanding Clause 22.1 - Salary Schedule, an employee who transfers into a Role covered by this agreement and whose current rate is higher than the maximum wage rate for their Role shall remain at that higher wage rate until such time as the maximum wage rate for their Role exceeds their wage rate.

(b) An employee who transfers into a Role covered by this agreement whose current rate is within the wage scale rates for their Role shall be placed at the next step above their current rate of pay.

22.3 Salary Step Upon Promotion

(a) Upon promotion, Regular Part-Time and Regular Full-Time Employees, who meet the required qualifications, will receive the greater of either the minimum of the new pay range or the step at least 4% above their current salary range, but not more than the top of the new pay range.

(b) Employees who are appointed to a Role in a higher Group prior to achieving the requisite qualifications shall receive the entry rate for the higher Role or current salary, whichever is greater, until the employee meets the job requirements. At that time, the employee will be placed on the scale of the higher Role.

(c) An employee shall move to the next step in their salary range upon completion of six months of having completed the qualifications.

22.4 Salary on Promotion of Over-Scale Employees

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

22.5 Progression to Next Salary Step

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

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

First 910 hours .... Step 1
After 910 hours at Step 1............................. Step 2
After 910 hours at Step 2............................. Step 3
After 1820 hours at Step 3........................... Step 4
After 1820 hours at Step 4........................... Step 5

(b) An employee placed on a step in their salary range at a point higher than they would qualify for length of service (on being hired, or promoted in accordance with Clause 22.3 - Salary Step Upon Promotion, or Clause 22.7 - Temporary Role Assignment to a Higher Group), shall move to the next step in their salary range upon completion of 910 hours service following such placement, subject to paragraph (c) of this section.

(c) Service for the purpose of progression to the next salary step shall include all hours paid and any time while on pregnancy and/or parental leave, union leave, annual vacation, leave for sickness or disability and while receiving Workers' Compensation benefits.

22.6 Temporary Assignment to Work Outside the Bargaining Unit

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

22.7 Temporary Role Assignment to a Higher Group

(a) An employee assigned to a Role in a higher Group on a temporary basis, through the posting procedure, shall be paid at a rate, in accordance with Clause 22.3 (a) or (b), from the first full day of such appointment.

(b) (1) When an employee is temporarily appointed to a Role in a higher Group, they shall continue to accrue service for the purpose of step increments in their regular Role, and the increment will be applied when the employee returns to their regular Role.

(2) If an increment is earned in the temporary appointment, the increment will be applied.

(3) If the temporary Role becomes permanent, for purposes of step calculations, the employee is deemed to have become permanent at the start of that contract.

22.8 Salary Policy on Recalls and Demotions

Salary policy on recalls and demotions for Regular Full-Time Employees shall be as set out in (a) through (c) following:

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

(b) employees recalled who accept a Role in a salary range which is lower than for their former Role, shall be paid at a step in the salary range commensurate with their service in their previous Role at the time of layoff,

(c) an employee who accepts a Role at a lower salary range shall be paid at the lower salary range in accordance with paragraph (b) above.

22.9 Shift Differential

(a) A shift that commences between the hours of 8:00 p.m. and 1:00 a.m. shall be considered a "*night shift*" and an employee working this shift shall be entitled to a shift differential in the amount of three dollars per hour for each hour worked.

(b) For shifts other than those defined in 22.9(a), a shift differential of one dollar per hour shall be paid for each hour worked between the hours of 9:00 p.m. and 6:00 a.m.

22.10 Relocation to Lower Step Due to Technological Change

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

22.11 Transitioning to the Collective Agreement upon Unionization

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

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

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

whichever provides for the greater benefit to the employee.

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

(d) Any transition issues not covered by the collective agreement will be referred to the parties for negotiation and resolution within 15 days of certification.

ARTICLE 23 - SALARIES AND ROLES

23.1 Rates of Pay - Regular Full-Time Employees

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

23.2 Rates of Pay - Regular Part-Time Employees

Regular Part-Time Employees shall be paid as set out in Appendix A of this collective agreement with advancement between steps in accordance with hours worked, i.e. six months step = 910 hours worked. Each hour engaged in union business pursuant to Clauses 3.12 - Full-Time Public Duties, and 8.3 - Meetings of Joint Labour/Management Committee, will be counted as an hour worked.

23.3 Rates of Pay - Casual Employees

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

23.4 Profit Sharing

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

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

ARTICLE 24 - JOB DESCRIPTIONS

24.1 Job Descriptions

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

24.2 New Roles

When a new Role is established or the duties or requirements of an existing Role are significantly changed, the Employer shall set an interim salary and Group for the Role and notify the Union. The Union may negotiate the salary and Group. If agreement cannot be reached within 90 days, the matter may be referred to arbitration as provided in this agreement.

24.3 Role Review

The Union may request the Employer to conduct a review of a Role, where it believes there has been a substantial change of duties. The request must be made in writing, detailing the duties and responsibilities that it believes no longer substantially within those contained in the job description.

If agreement cannot be reached within 90 days, the matter may be referred to arbitration as provided for in this collective agreement.

24.4 Altered Roles

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

ARTICLE 25 - TRAINING

25.1 New Equipment/Systems

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

25.2 Reimbursement for Job-Related Courses

(a) When a Regular Employee registers in a job-related course to be taken on their own time, as approved in advance by the employee's Manager, the Employer will reimburse 100% of the cost of this course to the employee. Reimbursement will be made following approval and upon submission of proof of registration. The employee must submit proof of successful completion within three months of course completion. If the employee does not successfully complete the course, course fees will be recovered from the employee.

(b) When the Employer requests a Regular Employee to attend a credit union-related course or courses, the Employer will pay 100% of the cost upon registration. Employees requested to attend such courses during their normal working hours shall be with pay.

(c) Other courses, approved by the Employer, will be reimbursed at 50% of tuition.

(d) If an employee resigns, after receiving the reimbursement pursuant to this article, but prior to the date that falls three months after the course has concluded, they will be required to repay the benefit.

(e) Employees shall make all reasonable efforts to arrange attendance at courses as per (a) above that do not require adjustment to set schedules. Where this is not practicable, they may request leave of absence without pay in accordance with Article 19 - Special and Other Leaves of Absence.

25.3 Employees Enrolled in Other Courses

(a) Employees must advise the Employer in advance of the dates and times of the course of study and examinations.

(b) A Regular Employee who is registered for a course which is not job related, shall not be compelled to accept work hours on the days that they will be in class or taking examinations.

25.4 Maximum Reimbursement

Notwithstanding the above, the amount of any reimbursement paid pursuant to Clauses 25.2 - Reimbursement for Job-Related Courses, or 25.3 - Employees Enrolled in Other Courses, above, subject to the maximum reimbursement amount that has been set in the Employer’s Tuition Reimbursement policy as it exists from time to time.

25.5 Childcare Expenses

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

ARTICLE 26 - TECHNOLOGICAL CHANGE

26.1 Definition

(a) For the purposes of this agreement the term "*technological change*" shall be understood to mean changes introduced by the Employer in the manner in which it carries out its operations and services where such change or changes are likely to result in the reduction of personnel.

(b) Such changes as anticipated above shall include the following:

(1) the introduction, because of technological change or development, of equipment, material or processes different in nature, type or quantity from that previously utilized,

(2) a change, related to the introduction of this equipment, material or process, in the manner in which the Employer carries out its objectives and operations.

26.2 Notice

When the Employer intends to introduce a technological change:

(a) The Employer agrees to notify the Union as far as practicable in advance of its intention and to update the information provided as new developments arise and modifications are made.

(b) The foregoing notwithstanding, the Employer shall provide the Union, at least 60 days before the date on which the technological change is intended to be implemented, with a detailed description of the change it intends to carry out.

(c) The notice mentioned above shall be given in writing and shall contain pertinent data, including:

(1) the nature of the change,

(2) the date on which the Employer proposes to implement the change,

(3) the approximate number, type and location of employees whose position is likely to be lost as a result of the change.

26.3 Consultations

Where the Employer has notified the Union of its intention the Union may request to meet with the Employer within the next 30 days to discuss in good faith any suggestions or proposals that the Union may put forward to resolve any issues that may arise as a result of the implementation of the technological change; including but not limited to, alternatives that may avoid the layoff of employees, retraining opportunities, revision or replacement of any impacted provision of the collective agreement, or enhancements to the severance provisions of the collective agreement.

26.4 Resulting Agreements

Where the parties reach agreement respecting any issues arising out of intended technological changes, the solutions shall be prepared as a Letter of Agreement between the parties and such Letters of Agreement shall have the same effect as the provisions of the existing collective agreement and shall be subject to the grievance procedure, up to and including arbitration.

26.5 Reduction in Number of Regular Employees as a Result of Technological Change

(a) In the event of a reduction in the number of Regular Employees in consequence of technological change, such reduction shall be governed by the layoff provisions of this agreement contained in Article 13 - Layoff and Recall, unless the Letter of Agreement stipulates otherwise.

(b) During the period of employment between notice of reduction and reduction taking effect (as provided for in Article 13 - Layoff and Recall), an employee shall retain their placement on the salary scale and level of earnings regardless of any transfer or reduction of duties performed by the employee.

ARTICLE 27 - GENERAL PROVISIONS

27.1 Employee's Use of Own Vehicle

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

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

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

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

27.2 Notice of Resignation

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

27.3 Inclement Weather

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

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

27.4 Copies of the Collective Agreement

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

27.5 Prorating of Performance Targets

Employees who are engaged in special projects, training of co-workers, on leave of absence, any time spent in other Roles or who have had their Year-End Review/Performance Review prior to fiscal year-end, shall not be negatively impacted with respect to performance targets or evaluations and shall have their targets prorated as appropriate.

ARTICLE 28 - NO DISCRIMINATION/NO HARASSMENT/NO BULLYING

28.1 Respectful Work Environment

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

28.2 Definitions of Discrimination/Harassment/Bullying

(a) *Discrimination*

The Employer will not discriminate, interfere, restrict or coerce against employees with respect to terms or conditions of employment because of Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age of that person or class of persons, or because that person has been convicted of a criminal or summary conviction offence that is unrelated to employment or to the intended employment of that person as defined in the *Human Rights Code*.

(b) *Bullying (Personal Harassment)*

Bullying (also known as personal harassment) is any comment or conduct toward an individual that the person responsible for the comment or conduct knew or reasonably ought to have known would cause that individual to be humiliated or intimidated, is inappropriate and serves no legitimate work-related purpose. Bullying (or personal harassment) may involve a series of repeated incidents or a serious single incident.

(c) *Sexual Harassment*

Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome and may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

(1) touching, patting or other physical contact,
(2) leering, staring or the making of sexual gestures,
(3) demands for sexual favours,
(4) verbal abuse or threats,
(5) unwanted sexual invitations,
(6) physical assault of a sexual nature,
(7) distribution or display of sexual or offensive pictures or material,
(8) unwanted questions or comments of a sexual nature,
(9) practical jokes of a sexual nature.

To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident. Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

(d) *Inappropriate Behaviour*

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

(1) is likely to cause offence, humiliation or intimidation to any employees,

(2) is unwanted or unwelcome, whether intentional or unknowing,

(3) includes but is not limited to subordinate/power relationships,

(4) might, on reasonable grounds, be perceived, explicitly or implicitly, as placing a term or condition on employment, training or promotional opportunities,

(5) interferes with an individual's job performance,

(6) has the effect of creating a poisoned or hostile working environment.

This list is not exhaustive.

Everyone is expected to always adhere to acceptable conduct by respecting the rights and feelings of others and by refraining from any inappropriate behaviour that might be harmful to others.

(e) Discrimination, harassment or bullying by an employee is a serious offence, and is subject to disciplinary action, which may lead to termination of employment.

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

28.3 Procedures

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

Complaints of harassment, discrimination or bullying (personal harassment) must be treated in strictest confidence by all parties involved.

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

(a) Before proceeding to a formal complaint, an employee who believes they have a complaint of harassment, bullying or discrimination may approach the parties involved.

(b) If the complainant is uncomfortable directly approaching the respondent(s), the complainant may approach a union steward and local manager to request assistance in resolving the matter. If the complaint is resolved to the complainant’s satisfaction, the matter is deemed to be resolved.

(c) If the complaint remains unresolved, the complainant may submit the complaint, in writing, within six months of the latest alleged occurrence, either directly to Human Resources or through the Union. When Human Resources has received a complaint, they will notify the respondent and the Union staff representative of the substance of the complaint in writing within 15 days. Complaints shall be treated in strict confidence by the Union, Employer, complainant and respondent.

(d) The complaint must contain the specific instance(s) and date(s) that the alleged conduct occurred, the names of any witnesses, an explanation of how the action constitutes a violation of Article 28 - Discrimination/No Harassment/No Bullying, and the remedy sought.

(e) The Employer will investigate the complaint using either a senior manager, human resources consultant or an outside consultant as the investigator, depending on the circumstances surrounding the complaint. The results of the investigation will be submitted to the Manager of Human Resources within 15 days of receipt of the complaint.

(f) The complainant and the respondent and any witnesses shall be given the option of having a steward present at any meeting held pursuant to the above investigation. Where the complainant or respondent is a steward, they shall be given the option of having a union staff representative present at any meeting held pursuant to the above investigation.

(g) The Manager of Human Resources shall, within 10 days of receipt of the report, determine what action, if any, should be taken. The Union staff representative, the complainant and the respondent shall be notified of the resolution.

(h) In the case of alleged harassment by a member of Vancity or a member of the public, the complainant has the right to discontinue contact with the respondent without incurring any penalty, pending determination of the facts of the case. The Employer shall not require the employee to conduct business with an alleged offender.

(i) Where the complainant states they cannot work with the respondent, the Employer may temporarily relocate the respondent while the investigation occurs. The complainant will not be temporarily relocated during the investigation without their agreement. Where an employee is temporarily relocated, they shall be relocated to their department's or branch's closest available unionized work location, subject to business needs.

(j) If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing, to be relocated or rescheduled.

(k) If the resolution involves separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy the situation.

(l) Where either the complainant or the respondent is not satisfied with the resolution, they shall have the right to file a grievance at Step 3 of the grievance procedure.

(m) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action, up to and including discipline.

(n) This article does not preclude an employee from filing a complaint under Section 13 of the BC *Human Rights Code*.

ARTICLE 29 - JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

29.1 Joint Occupational Health and Safety Committee

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

(a) The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of British Columbia pertaining to Occupational Health and Safety will be complied with.

(b) The Employer will work with employees to promote a Health and Safety culture and share commitment to continuous quality improvement.

(c) The Employer will develop, implement and maintain Health and Safety programs and safe work procedures.

(d) The Employer will provide necessary Health and Safety orientation and training, and ensure that workplace hazards are removed.

(e) A joint health and safety committee will be established when required, and will function pursuant to the regulations of the *Workers Compensation Act*, with equitable union representation.

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

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

29.2 Mental Health

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

29.3 Workplace Violence or Aggressive Conduct

The Employer will take all reasonable steps to eliminate, reduce or minimize threats to the safety of employees, including threats arising from robbery or holdup.

When an employee has been exposed to work-related violence of an unusual nature, including but not limited to physical or psychological violence, the death of a colleague or Vancity member, the Employer will, where deemed appropriate, provide immediate critical incident defusing, debriefing support by qualified practitioners. Appropriate resources will be made available to employees as soon as possible by qualified practitioners.

Where an employee requires time off to attend the critical incident defusing, debriefing, it will be without loss of pay or benefits. At the request of an employee who may be exposed to violence, physical aggression or verbal abuse, the parties will meet as soon as possible to explore accommodations up to and including transfer. The parties will make reasonable effort to find an accommodation.

29.4 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.

29.5 Working Alone

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

ARTICLE 30 - ROBBERY OR HOLDUP

30.1 Time Off

The Employer agrees that requests from Regular Full-Time, Regular Part-Time and Casual Employees for time off due to post-traumatic stress resulting directly from involvement in robbery or holdup will be considered by the Employer for the balance of the day on which the incident occurred plus the following day without loss of pay. For absence beyond this period, an application for WCB may be made.

30.2 The Employer's Need for Staffing

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

30.3 Additional Time Off

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

ARTICLE 31 - GENDER INCLUSION POLICY

The Union and Employer agree to the following gender inclusion policy to cover transgender employees at work.

(a) The parties will work together to protect the privacy and safety of transgender, non-binary and Two-Spirit workers at all times and, during an accommodated transition.

(b) Upon request by an employee, the Employer will, to the extent that it is able, update its employee records and directories to reflect the employee's name and gender change and ensure that all workplace-related documents are also amended. This may include nametags, employee IDs, email addresses, organizational charts, health care coverage and schedules and human resources documents. No records of the employee's previous name, sex, gender or transition will be maintained unless required by law or external third parties beyond the Employer's control.

(c) The Employer and the Union recognizes that a transgender worker has the right to use the washroom of their lived gender regardless of whether they have sought or completed legal name or gender changes.

(d) For the duration of this collective agreement the Employer will maintain its current level of health care benefit coverage for eligible gender affirmation procedures not covered by provincial health plans, provided employees meet the eligibility requirements set by the service provider. For clarity, the Employer will not cover the costs payable or available through the applicable provincial medical services plan, and any of the costs listed as not covered in the benefits booklet. The Employer reserves the right to amend the list of eligible procedures if there is a change in gender affirmation programs in the applicable provincial medical services plan.

(e) The Employer will maintain its current practice for granting medical leaves of absence for employees requiring gender affirming care, and such employees will be accommodated and adjudicated on the same terms as any other medical leave.

ARTICLE 32 - DURATION OF AGREEMENT

32.1 Duration

This agreement shall be binding and remain in effect to midnight, December 31, 2027.

32.2 Notice to Bargain

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after October 1, 2027 but in any event not later than midnight, October 31, 2027.

(b) Where no notice is given by either party prior to October 31, 2027, both parties shall be deemed to have given notice under this clause on October 31, 2027, and thereupon Clause 32.3 - Commencement of Bargaining, applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Vice-President of Human Resources or designate.

32.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 32.2 - Notice to Bargain, the parties shall, within 14 days after notice was given, commence collective bargaining.

32.4 Change in Agreement

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

32.5 Agreement to Continue in Force

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

32.6 Effective Date of Agreement

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

SIGNED ON BEHALF OF THE UNION:

DocuSigned by:
0B69046EF98F41B...
Paul Finch
President

Signed by:
FC1FE90645674F5...
Samantha Moskie
Bargaining Committee Chairperson

Signed by:
Susan Adams
F3E7B8863F354C4...
Susan Adams
Bargaining Committee Member

Signed by:
Andrew Becket
973F7D43222E4D6...
Andrew Becket
Bargaining Committee Member

DocuSigned by:
372339344B7E445...
Jason Lin
Bargaining Committee Member

Signed by:
F48F27BCA1FD4D9...
Norman Mah
Bargaining Committee Member

Signed by:
Zoe Towle
1B4E399967EB4E0...
Zoe Towle
Spokesperson, Negotiations Staff Representative

Date: April 14, 2026

SIGNED ON BEHALF OF VANCOUVER CITY SAVINGS CREDIT UNION (VANCITY):

Signed by:
Wellington Holbrook
B9BF6B02AC34404...
Wellington Holbrook
Chief Executive Officer

Signed by:
Jillian den Otter-Minter
295100D2F6CF4EE...
Jillian den Otter Minter
Director, People Consulting

Kim Thorne
Spokesperson

Signed by:
Mike Kaila
BC7E7E9DF481464...
Mike Kaila
Regional Director

Signed by:
Maria Michayluk
6FD9CEE38438478...
Maria Michaluk
Regional Director

Signed by:
Chrissy Johnson
E97C7D8990254EF...
Chrissy Johnson
Senior Business Partner, People Consulting

Signed by:
Ritu Linfoot
1A40ADF2B81B4B6...
Ritu Linfoot
VP, Enterprise Risk Management

APPENDIX A
Wage Schedule

Group	Role		Full-Time/ Part-Time Hours	Step	01-Jan-24 + $1.55	01-Jan-25 3.25%	01-Jan-26 3.25%	01-Jan-27 3.00%
1	Administrator MSC			1	$22.56	$23.29	$24.05	$24.77
	Branch Administrator		*+ 910 hrs*	2	$23.77	$24.54	$25.34	$26.10
	Member Service Administrator		*+ 910 hrs*	3	$25.04	$25.85	$26.69	$27.49
			+ 1820 hrs	4	$26.39	$27.25	$28.13	$28.98
			+ 1820 hrs	5	$27.89	$28.80	$29.73	$30.62
2	Administrator Credit Services	Officer Payment Systems		1	$25.52	$26.35	$27.21	$28.02
	Analyst Cardholder Quality Assurance	Online Care Representative	*+ 910 hrs*	2	$26.89	$27.76	$28.67	$29.53
	Cardholder Care Agent	Member Experience Specialist	*+ 910 hrs*	3	$28.37	$29.29	$30.24	$31.15
	Card Services Support Agent	Member Service Representative	*+ 1820 hrs*	4	$29.91	$30.88	$31.89	$32.84
	Clerk Payment Systems		*+ 1820 hrs*	5	$31.53	$32.55	$33.61	$34.62
	Financial Service Representative							
3	Agent MSC Campaigns			1	$28.78	$29.72	$30.68	$31.60
	Branch Concierge	Loss Prevention Specialist	*+ 910 hrs*	2	$30.35	$31.34	$32.35	$33.33
	Business Services Specialist	Member Experience Officer	*+ 910 hrs*	3	$32.00	$33.04	$34.11	$35.14
		Member Service Advisor I	*+ 1820 hrs*	4	$33.74	$34.84	$35.97	$37.05
	Community Branch Coordinator		*+ 1820 hrs*	5	$35.60	$36.76	$37.95	$39.09
	Credit Recovery Specialist	Officer Centralized Admin						
	Credit Services Specialist							
		Quality Analyst						
	Financial Service Coordinator	Workforce Analyst						
4	Account Manager I	Member Service Representative (Sr)		1	$31.80	$32.83	$33.90	$34.92
	Agent MSC Campaigns (Sr)	Officer Payment Systems (Sr)	*+ 910 hrs*	2	$33.55	$34.64	$35.77	$36.84
	Cardholder Care (Sr)	Online Care Representative (Sr)	*+ 910 hrs*	3	$35.39	$36.54	$37.73	$38.86
	Credit Services Specialist (Sr)	Quality Analyst (Sr)	*+ 1820 hrs*	4	$37.33	$38.54	$39.80	$40.99
	Financial Service Representative (Sr) Member Service Advisor II	Workforce Analyst (Sr)	*+ 1820 hrs*	5	$39.38	$40.66	$41.98	$43.24
5	Account Manager II			1	$35.95	$37.12	$38.32	$39.47
	Credit Recovery & Loss Prevention Specialist (Sr)		*+ 910 hrs*	2	$37.93	$39.16	$40.44	$41.65
	Member Service Advisor (Sr)		*+ 910 hrs*	3	$40.01	$41.31	$42.65	$43.93
			+ 1820 hrs	4	$42.23	$43.60	$45.02	$46.37
			+ 1820 hrs	5	$44.57	$46.02	$47.51	$48.94
6	Branch Business Account Manager			1	$38.80	$40.06	$41.36	$42.60
	Wealth Relationship Manager		*+ 910 hrs*	2	$40.93	$42.26	$43.63	$44.94
			+ 910 hrs	3	$43.20	$44.60	$46.05	$47.44
			+ 1820 hrs	4	$45.59	$47.07	$48.60	$50.06
			+ 1820 hrs	5	$48.12	$49.68	$51.30	$52.84
The Employer's Living Wage premium for Casual Employees without benefits.								
The Employer's Living Wage rate - to be reviewed annually as part of the Living Wage campaign. An employee earning the living wage will not have their wage rate reduced if the living wage premium is reduced from year to year.								

The hourly rates in Appendix A - Wage Schedule shall be amended as follows:

January 01, 2024*	$1.55/hour
January 01, 2025*	3.25%
January 01, 2026	3.25%
January 01, 2027	3.0%

*These increases will be paid as a lump sum retroactive payment based on regular wages paid to the employee from January 1, 2024, to date of ratification. Retroactive payments will be made to employees in the bargaining unit at the time of ratification within six pay periods following ratification.

Credit Service Specialist will be moved on the wage grid from Group 2 to Group 3.

Notwithstanding the wage schedule in this agreement, the minimum hourly pay rate for any position in the bargaining unit will be the current BC Minimum Wage plus 1.9%, rounded up to the nearest penny.

Notwithstanding the grievance regarding the transition of the Securities Administrators into the collective agreement and without prejudice to any settlement, the parties agree that the Securities Administrators will be added to Appendix A, pursuant to the terms of any settlement(s).

MEMORANDUM OF UNDERSTANDING 2
Re: Profit Sharing Plan

The same Profit Sharing Plan that is offered to non-union employees in Levels 1 through 6 will be offered to unionized employees. This letter will expire on December 31, 2027.

MEMORANDUM OF UNDERSTANDING 5
Re: Flexible Work Schedule Agreement

The Union and Employer agree to the implementation of a Flexible Work Schedule for the Employer's Member Services Centre and Visa Centre at 369 Terminal, Vancouver and Central City Tower, Surrey, Branch 10, and any other work location where known Flexible Work Schedules are in place as of the date of ratification as per Clause 15.4 - Flexible Work Schedules, in the collective agreement.

1. Regular Full-Time Employees may work the following flexible schedules:

   a) a compressed workweek consists of four shifts of 9.25 hours each equal to 35 hours paid weekly.

   b) a fortnight workweek consists of eight shifts of 8.25 hours and one shift of 8.5 hours each equal to 70 hours paid biweekly.

2. Regular Part-Time Employees may work a compressed workweek, consisting of two shifts of 9.5 hours each equal to 18 hours paid weekly.

3. If the Employer chooses to offer Flexible Schedules, it will be made available through the established shift bid process. The selection of a flexible workweek is determined by seniority. The least senior employee may not decline the remaining available schedule.

4. Employees who work a flexible schedule will receive the same net benefits as those who work a regular schedule, including:

a) Regular Full-Time Employees accumulate care day credits the equivalent of one day for each month worked. Eligible part-time employees accumulate care day credits at one care day per 154 hours worked, as per Clause 20.1 - Care Days.

b) Employees who work flexible workweeks will be scheduled for their normal length of shift when they work a statutory holiday, and in accordance with Clause 17.1(d) - Statutory Holidays, and Clause 17.2 - Premium for Work on Statutory Holiday.

c) Any other benefits related to working part-time or full-time hours.

5. As the meal periods and rest periods laid out in Article 15 - Hours of Work, are reflective of a regular workweek, employees who work a flexible schedule will receive an additional allotment of paid rest periods for each day worked, as follows:

a) Regular Part-Time Employees working a compressed workweek will be scheduled for an additional 15 minutes paid rest period on each shift,

b) Regular Full-Time Employees working a compressed workweek will be scheduled for an additional 30 minutes on one shift per week; which will net an average of 7.5 additional minutes paid rest period each day worked,

c) Regular Full-Time Employees working a fortnight workweek will be scheduled for an additional 30 minutes rest period on their 8.5 hour shift biweekly,

d) The additional rest periods will be scheduled in a reasonable manner based on the Employer's business needs, and will not be adjusted or altered based on care days, vacation days, leaves or other work absences.

6. As per Clause 15.4(g) - Flexible Work Schedules, Flexible Workweek Schedule can be amended or cancelled by the Employer by providing two weeks' advance notice prior to the posting of the new schedule.

7. As identified in Clause 15.4 - Flexible Work Schedules, of the collective agreement, the Employer recognizes that the implementation of flexible work schedules requires the agreement of both parties.

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

MEMORANDUM OF UNDERSTANDING 7
Re: Workload

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

MEMORANDUM OF UNDERSTANDING 8
Re: Short-Term Work Assignments

a) The Employer will post all permanent vacancies and all contract appointments that are reasonably expected to be 90 or more days, as per Article 14 - Job Posting and Promotion, of the collective agreement.

b) The Employer will not be required to post or interview for temporary vacancies that are less than 90 days. Notwithstanding the use of Casual Employees laid out in Clause 2.4 - Definition of Casual Employee, of the collective agreement, for contract vacancies of less than 90 days, the Employer will issue an "*Expression of Interest*". Vacancies filled in this manner will be based on the selection basis laid out in Clause 14.6 - Selection Bias, of the collective agreement, without conducting a formal interview. Selection decision documentation will be maintained and provided to the Union upon request, and the right to grieve as per Clause 14.8 - Right to Grieve, will be retained.

c) If the Employer intends to extend the short-term position beyond 90 days, the position will be posted as per Clause 14.8 - Right to Grieve, of the collective agreement. Notwithstanding, a contract vacancy may be extended by 90 days or more with mutual agreement between the Union and Employer.

d) Unionized employees who move to another location will continue to accrue seniority in their permanent position.

e) When a Unionized employee is on a contract assignment during their permanent position's shift bid or vacation scheduling, they will be entitled to take part in that shift bid or vacation scheduling for their permanent position. Such selection will not coincide with the time of the contract assignment. Any effect to shift bid or vacation scheduling outcomes will take place upon the completion of the short-term assignment and the employee's return to their permanent position.

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

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

h) This memorandum will expire on December 31, 2027 unless renewed by the parties.

MEMORANDUM OF UNDERSTANDING 9
Re: Hybrid Work Program

1. The terms and conditions contained in the collective agreement will continue to apply to bargaining unit employees regardless of work location.

2. Any changes to scheduling will be done in accordance with Clause 15.3 - Change in Scheduled Hours, of the collective agreement.

3. Where the Employer requires a Full or Partially Remote employee to attend an employer's or other physical location, they will give at least 15 days' written notice of that requirement to the Employee and the Employee will attend as required by the Notice.

4. Requests for accommodation with respect to home office equipment or other needs arising from protected factors will be reviewed on a case-by-case basis in accordance with the law.

5. Where a site inspection of an employee's home work environment is required due to a workplace injury or near miss, a union OHS rep will participate in the inspection.

6. This agreement will remain in place through the term of the existing collective agreement.

MEMORANDUM OF UNDERSTANDING 10
Re: Flexible Benefit Program

The Employer agrees:

a. To not make any reductions to the level of benefits coverage, and
b. To consult with the Union prior to making any improvements to any of the benefits.

The Employer will provide each employee with sufficient flex credits to purchase the benefits listed in the comprehensive tier of our plan, a summary of which is set out below.

HEALTH CARE COVERAGE			
	Choice 1 **Basic** **(Covered by flex credits)**	**Choice 2** **Comprehensive** **(Covered by flex credits)**	**Choice 3** **Enhanced** **(Covered by flex credits and/or payroll deductions**
Reimbursement level*	20% (Rx coverage only)	80% (Rx and other health coverage)	100% (Rx and other health coverage)
Lifetime maximums	Lifetime maximum for healthcare of $3M Lifetime out-of-province/out-of-country maximum of $3M		
Pharmacy benefits	Dispensing fee cap: $10; Mandatory generic substitution Specialty prescription drug prior authorization Pharmacogenomic: $500/person per lifetime		
Hospital*	100% semi-private or private room		
Out-of-country Emergency medical*	Covered; 60-day travel limit $3M lifetime maximum		
Paramedical practitioners*	Acupuncturist, chiropodist, chiropractor, massage therapist, naturopath, osteopath, physiotherapist, podiatrist, speech language pathologist, registered dietician, athletic therapist, kinesiologist, audiologist, occupational therapist, reflexologist, registered nutritionist, shiatsu therapist, homeopath		
	No coverage	80% Combined annual maximum of $1,000 per person per year	100% Combined annual maximum of $1,500 per person per year
Mental health practitioners*	Psychologist, clinical counselor, psychotherapist, online cognitive behavioural therapy, registered social worker, registered marriage and family therapist		
	No coverage	100%; combined annual maximum of $10,000 (includes coverage for private assessment and diagnosis, and other benefits supporting neurodiversity if conducted by a covered practitioner)	

HEALTH CARE COVERAGE			
	Choice 1 **Basic** **(Covered by flex credits)**	**Choice 2** **Comprehensive** **(Covered by flex credits)**	**Choice 3** **Enhanced** **(Covered by flex credits and/or payroll deductions**
Vision care coverage*	Eye exams, contact lenses, glasses and laser eye surgery		
	No coverage	80% $250 every 2 benefit years for persons aged 19 or older; $250 every benefit year for persons under 19 Eye exams: 1 exam every benefit year (reasonable & customary maximum) included in vision care maximum	100% $435 every 2 benefit years for persons aged 19 or older; $435 every benefit year for persons under 19 Eye exams: 1 exam every benefit year (reasonable & customary maximum), included in vision care maximum
Orthotics/orthopedic shoes*	No coverage	One pair per calendar year	
Hearing aids*		$1,500 maximum in a 3-calendar year period	$2,500 maximum in a 3-calendar year period
Private duty nursing*		100% $5,000 per person per year	100% $10,000 per person per year
Smoking Cessation drugs*		Covered – $500 lifetime maximum	
Substance use rehabilitation facilities and drugs for addiction*		Up to $200 per person per day, 100% coinsurance	
Accidental dental*		100% within 52 weeks of accident*	
Diversity, Equity, Inclusion & Reconciliation Benefits			
Gender affirmation coverage*	No coverage	Covered – $30,000 lifetime maximum	
Fertility drugs*		Covered – $5,000 lifetime maximum	
Breast pumps*		Covered up to $300 per 5-calendar year period; no prescription required	
Pelvic belt*		Covered – reasonable and customary maximums depending on the type of belt	
Wheelchair ramps*		Covered – $2,000 lifetime maximum	
Dental Coverage			
Basic Services – Diagnostic services, endodontics (e.g., root canal treatment), periodontics (e.g., treating bone loss, gum recession, etc.), prosthetic repairs (e.g., repairs to bridges and dentures and surgical services)			
Reimbursement level	80%	80%	100%
Annual maximum	$1,000	$2,000 (Basic and Major Services combined)	$3,000 (Basic and Major Services combined)
Frequency of routine services	Every 6 months		

HEALTH CARE COVERAGE			
	Choice 1 **Basic** **(Covered by flex credits)**	**Choice 2** **Comprehensive** **(Covered by flex credits)**	**Choice 3** **Enhanced** **(Covered by flex credits and/or payroll deductions**
Dental cleaning scaling units (one unit = 15 mins)	10 per calendar year		
Major services – Prosthodontic services (e.g., dentures, crowns and bridges), restorative services (e.g., replacing missing or damaged teeth)			
Reimbursement level	No coverage	60%	75%
Annual maximum		$2,000 (Basic and Major Services combined)	$3,000 (Basic and Major Services combined)
Orthodontic services (support to straighten teeth including braces, aligners and retainers)			
Reimbursement level	No coverage	50% $1,000 lifetime maximum	50% $2,000 lifetime maximum

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining as established in Clause 32.5 - Agreement to Continue in Force.

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