

COLLECTIVE AGREEMENT

between the

NORTHERN SAVINGS CREDIT UNION

and the

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

Effective from January 1, 2019 to December 31, 2021

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ARTICLE 1 - PREAMBLE

1.1 Purpose of the Collective Agreement

"Employer" is the Northern Savings Credit Union.

"Union" is the B.C. Government and Service Employees' Union (BCGEU).

(a) The purpose of this collective 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 provide an amicable method of settling grievances which may arise from time to time; and to promote 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 membership and that there is an obligation on each party for the continuous and efficient performance of such service, within the terms and conditions of this collective agreement and for its duration.

1.2 Harassment in the Workplace

The Union and the Employer recognize the right of the employees to work in an environment free from personal and sexual harassment ("*Harassment*"), and the Employer shall take such actions as are necessary respecting an employee engaging in harassment in the workplace.

1.3 Personal and Psychological Harassment Definition

(a) Personal and psychological harassment means objectionable conduct - either repeated or persistent, or a single serious incident - that an individual would reasonably conclude:

(1) creates a risk to worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or

(2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity or expression.

(b) 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, and taking reasonable disciplinary action - do not constitute harassment.

1.4 Sexual Harassment Definition

(a) Sexual harassment includes sexually oriented conduct which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which 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.

- (b) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (d) Sexual harassment refers to behaviour initiated by any person and directed toward another person.

1.5 Harassment Complaints

- (a) A harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.
- (b) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.
- (c) The complainant and the respondent (if they are a member of the Union) have the right to union representation.
- (d) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, shop steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (e) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.
- (f) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia.

1.6 Harassment Complaint Procedure

- (a) A formal complaint must be submitted orally or in writing within six (6) months of the last alleged occurrence.
- (b) A complaint must be submitted to the employee's supervisor or manager or union. When the Employer has received a complaint, the respondent and the union staff representative will be notified of the substance of the complaint within fifteen (15) days. If the respondent is the employer designate, the next level of authority will be notified.
- (c) Where the Union is informed of an issue of harassment, the Union will notify the Employer immediately.
- (d) The complaint must contain details of the alleged incident(s), including date(s) and time(s) that the alleged harassment occurred, and the names of any witnesses.
- (e) The Employer will initiate an investigation of the complaint and will complete the report within thirty (30) days of receipt of the complaint.
- (f) Upon receipt of an investigation report, the Employer will take action to resolve the complaint without undue delay.
- (g) The Employer will advise the complainant, the respondent and the Union of the substance of the findings of the investigation and the resolution of the complaint, as applicable to each party.
- (h) If the complaint is substantiated, and resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent, where they are an employee. The complainant may agree in writing to be transferred or rescheduled.

- (i) If the complaint is substantiated, and resolution involves separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy the situation.
- (j) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

1.7 Arbitrator

- (a) Where either party to the proceeding is not satisfied with the Employer's response to the complaint or the resolution of the complaint, including disciplinary action taken by the Employer, either party may file a grievance.
- (b) Where a grievance regarding a harassment complaint proceeds to arbitration, the Arbitrator has the remedial powers of an arbitration board under Section 89 of the *Labour Relations Code* and shall have the right to:
 - (1) dismiss the complaint; and/or
 - (2) determine the appropriate discipline to be applied to the respondent, where the respondent is a member of the bargaining unit and the complaint has been substantiated.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

- (a) This collective agreement shall apply solely to employees in the bargaining unit for which the Union is certified as described in the certification issued October 14, 1992.
- (b) During the life of this collective agreement 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. In the event of failure to reach a satisfactory settlement the Union may pursue the matter through the relevant sections of the *Labour Relations Code*.

2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees for whom the certification, issued on October 14, 1992 applies.

2.3 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement will be sent to the President of the Union or their designate.
- (b) The Union agrees that all correspondence between the Union and the Employer related to matters covered by this agreement will be sent to the Employer or their designate.

2.4 Work of the Bargaining Unit

- (a) The Employer agrees that work shall not be assigned to excluded staff that directly results in the layoff of bargaining unit members or directly results in the lack of recall of members of the bargaining unit.
- (b) Excluded staff will not normally perform work that is usually assigned to members of the bargaining unit.
- (c) Work that can be performed by members of the bargaining unit will not be contracted out, if it will result in a layoff or results in lack of recall of members of the bargaining unit.

2.5 No Other Agreement

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

2.6 No Discrimination for Union Activity

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

2.7 Recognition and Rights of Stewards

(a) Union stewards selected by the Union, shall be recognized by the Employer as follows:

- one (1) branch steward;
- one (1) alternate branch steward.

At each branch.

(b) Each party to this collective agreement shall keep the other party informed of its representatives.

(c) Stewards may, within reason, investigate and process grievances during regular working hours without loss of pay. Stewards will obtain permission from the Employer's designated representative before undertaking discussions or leaving their immediate work area. Such permission will not be unreasonably withheld. Only one (1) steward will act at any one (1) time. On resuming their normal duties, the steward shall notify their supervisor. It will not be the intention of the Union to conduct stewards meetings during normal working hours.

(d) Duties of the steward are:

- (1) investigating complaints;
- (2) investigating of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (3) supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises;
- (4) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- (5) attending meetings called by management;
- (6) other responsibilities as needed.

2.8 Bulletin Boards

Bulletin boards will be supplied at each business location out of view of the public. The use of such bulletin boards will be restricted to the business affairs of the Union.

2.9 Union Insignia and Union Shop Card

A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one (1) union shop card for each of the Employer's places of

operation covered by this agreement to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

2.10 Strikes/Lockouts

The Employer shall not cause or direct any lockout of employees during the life of this collective agreement; and neither the Union nor any representative thereof, nor any employee, shall in any way authorize, encourage, or participate in any strike (i.e., walkout, suspension of work, or slowdown or other actions as defined in the *Labour Relations Code*) on the part of any employee or group of employees during the life of this agreement.

2.11 Right to Refuse to Cross Picket Lines

It shall not be a violation of this collective agreement or cause for disciplinary action or discharge of any employee, in the performance of their duties, to refuse to cross a picket line arising out of a labour dispute. The Union shall notify the Employer as soon as possible of the existence of such picket lines. Any employee failing to report for duty shall be considered absent without pay. Notwithstanding the above, employees acknowledge their responsibility to secure cash and other negotiables as per the Risk Management Policy.

2.12 Time Off for Union Business

(a) Provided four (4) weeks notice is given a leave of absence without pay and without loss of seniority shall be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
- (4) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board.
- (5) The Employer shall grant, on request, leave of absence without pay:
 - (i) for employees selected for a full-time position with the Union for a period of one (1) year;
 - (ii) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union;
 - (iii) for an employee elected to anybody to which the Union is affiliated for a period of one (1) year and the leave shall be renewed upon request.

When leave without pay is granted, the leave shall be given at the current rate of pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. No overtime bonuses will be paid. The Union shall provide the Employer with as much notice as possible, except in emergencies, prior to the commencement of leave under this article. Any requests made with less than four (4) weeks notice, shall be approved as operational requirements permit.

(b) A leave of absence with pay shall be granted to two (2) employees, one (1) per branch, who are elected to the union bargaining committee while they are at formal meetings to carry on contract negotiations, including union caucus meetings. Overtime premiums shall not be payable in relation to

such leaves of absence. In order to expedite the process as much as possible, the Union and the Employer agree to exchange non-monetary proposals at least two (2) weeks prior to the meetings scheduled to discuss those proposals.

The Employer agrees that any of the above leaves of absences shall not be unreasonably withheld.

ARTICLE 3 - CHECK-OFF OF UNION DUES

3.1 Union Dues

(a) All current members and new employees shall, as a condition of employment, maintain membership in good standing in the Union.

(b) All employees, both present and future, must authorize the Employer, in writing, to deduct union 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.

(c) Deductions shall be made biweekly, as applicable, and remitted to the Union no later than the fifteenth (15th) day of the subsequent month. 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".

(1) The Employer will submit union dues remittance by Electronic Fund Transfer (EFT). The EFT will be submitted with an email to direct.deposit@bcgeu.ca including the EFT date and dollar amount.

(2) Each EFT email will also include:

- (i) employer name
- (ii) pay period type (eg. Monthly, semi-monthly, biweekly, etc.)
- (iii) pay period number
- (iv) pay period end date
- (v) pay period pay date

Column Order	Name	Format	Format Description
1	Member SIN	XXXXXXXXXX	9 digits, no dashes or spaces
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

(d) The Employer shall provide to each employee, without charge, an accounting of deductions made under this article, suitable for use as a receipt for income tax purposes.

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

3.2 Employer and Union to Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

The Employer agrees to provide the name of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to their steward. The Employer will notify the steward of new employees and of their primary work location within ten (10) days of the start date of the new employee. A union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay for thirty (30) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 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.

4.2 Statutory Powers

Nothing herein contained shall limit the statutory powers and duties of the Directors of the Employer under the *Company Act*, Section 141:

"The Directors shall, subject to this Act and the articles of the Company, manage or supervise the management of the affairs and business of the Company."

4.3 Direction of Staff

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

ARTICLE 5 - DEFINITION OF EMPLOYEES

5.1 Probationary Period

All employees shall be considered probationary for the first six (6) months from their first day worked. This period may be extended by mutual agreement between the Employer and the Union.

5.2 Full-Time Employees

All employees hired to work on a full-time basis.

5.3 Part-Time Employees

A part-time employee shall be defined as an employee who is normally scheduled to work one (1) or more day(s) or part day(s) per month, to provide for a peak period(s) of business, and/or to provide relief for an absent full-time employee(s). Part-time employees shall also be entitled to work up to full-time hours. Hours of work shall be offered on the basis of seniority.

5.4 Casual Employees

A "casual employee" shall be defined as an employee who is employed to provide extra short-term emergency help. A casual employee shall not be employed to do the work that a part-time employee wants and is qualified to do as long as it does not interfere with the part-time employee's regular work schedule.

5.5 Conversion

All casual employees will be converted to part-time status if they have worked two hundred and fourteen point five (214.5) straight-time hours over the course of thirteen (13) consecutive weeks.

ARTICLE 6 - LABOUR/MANAGEMENT RELATIONS COMMITTEE

6.1 Establishment of Committee

(a) The parties agree to the establishment of a standing committee in each branch, called the Labour/Management Relations Committee, the purpose of which is to encourage communication at regular intervals, solve problems, or potential problems before they become a grievance, and to discuss any subjects of mutual interest arising out of this collective agreement.

(b) The Committee shall consist of one (1) representative from the bargaining unit appointed by the Union and one (1) representative appointed by the Employer. Each party to this agreement shall keep the other party informed of its representatives.

6.2 Meetings of Committee

(a) The Labour/Management Relations Committee shall meet as required, but not less than once per month. Each party shall present an agenda of items to be discussed to the other party not less than five (5) days prior to each meeting. Such meetings will normally be scheduled during regular working hours and those persons designated by the Union shall not suffer loss of pay in the performance of their duties under this article. Copies of the agenda and minutes from the meeting shall be posted on the designated bulletin board in each branch and a copy forwarded to the Union. Time spent by this committee beyond the regular working hours shall not be reimbursed by the Employer.

(b) Without restricting the generality of Article 6 - the Labour/Management Relations Committee may discuss matters such as:

- (1) Occupational Health and Safety;
- (2) Planned changes in the operations of the Employer;
- (3) The creation of new job classifications;
- (4) Opening of a new branch or office;
- (5) Closing of a branch or office;
- (6) On-the-job training program;
- (7) Compassionate transfer requests;
- (8) Job descriptions.

6.3 Chairperson of Committee

Chairpersons for Labour/Management Relations Committee meeting will be designated on a rotating basis; that is, a union committee person will chair the first meeting and an employer committee person will chair the second meeting and so on.

6.4 Jurisdiction of Committee

Both parties have the right to refer any matter or proposal discussed at the Labour/Management Relations Committee meeting to their respective principals for further direction, advice or ratification. All agreements of this committee shall be set out in writing; no such agreement shall be signed until it has been approved by a majority vote of the union members and by the Employer. At no point is this committee empowered to alter the terms of the collective agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
 - (1) difference 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 bound by this collective agreement.
- (b) Disciplinary action grievable by the Employer shall include written censures and letters of reprimand. An employee shall be given a copy of any such document placed on the employees file which might be the basis of disciplinary action. Should the employee dispute such entry on their file, they shall be entitled to recourse through the Grievance Procedure and the eventual resolution thereof shall become part of their personal record. The Employer agrees not to introduce as evidence in any hearing, any document from the file of the employee that they were not aware of at the time of filing. At the request of the employee, any such document(s) shall be removed from the employees personnel file after the expiration of eighteen (18) months from the date it was issued, provided there has been no further infraction of a similar nature.
- (c) The procedure for resolving a grievance shall be the grievance procedure in this article.

7.2 Step 1

The employee involved shall first take up the grievance with the supervisor directly in charge of the work within thirty (30) calendar days of when the grievance was known or ought to have been known. The employee may be accompanied by an office steward.

7.3 Step 2

If the grievance is not resolved at Step 1, the matter shall be reduced to writing by the grievor and/or the Union and submitted to the management persons designated by the Employer within twenty (20) working days following the decision rendered at Step 1. The grievor, along with the office steward, shall meet with the designated management persons to attempt to settle the matter. The Step 2 meeting may be conducted by the union staff representative.

7.4 Step 3

If the grievance is not resolved at Step 2, it shall be referred to the representatives of the Union and senior representatives of the Employer within twenty (20) working days of the decision rendered at Step 2. Failing settlement within ten (10) working days of receipt of the grievance at this step, either party may refer the matter to arbitration as provided in Article 8.

7.5 Union and Employer Grievance

In the event a grievance is initiated by the Employer or the Union, the initiating party shall notify the other party, in writing, of the nature of the grievance and such notice shall be given within thirty (30) days of when the grievance was known or ought to have been known, unless the parties agree to an extension of time. Failing settlement within twenty (20) working days of receipt of notice, either party may refer the grievance to arbitration as set forth in Article 8.

7.6 Dismissal or Suspension Grievances

In the case of a grievance arising from an employee's dismissal or suspension, the grievance may commence at Step 3 of the grievance procedure within twenty (20) working days of the date on which the suspension occurred, or within twenty (20) working days of the employee receiving notice of dismissal or notice of suspension. The parties agree that all dismissal grievances that are to proceed to arbitration will be dealt with expeditiously. The Employer will send a copy of any discipline to the union staff representative.

7.7 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been filed in writing at Step 2, the Employer's representatives will not enter into discussion or negotiation with the aggrieved employee without the consent of the Union. In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this article, the grievance shall be considered to have been abandoned.

7.8 Abandonment

Except as provided in Section 7.10 following, a grievance not initiated or advanced to the next step in this article or Article 8, within the time limits specified, shall be considered abandoned and all further recourse to the grievance procedure forfeited. Where the Union withdraws from a grievance solely on the basis of time limits, such abandonment shall be without prejudice.

7.9 Technical Objections to Grievances

Except as provided in Article 7.8, it is the intent 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 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 the equitable principles and the justice of the case.

7.10 Extension of Time Limits

The time limits set forth in this article or Article 8 may be extended by mutual agreement between the Union and the Employer.

ARTICLE 8 - ARBITRATION

8.1 Notification

- (a) When any difference arises between the parties as to the interpretation, application, operation or alleged violation of this collective agreement, including any question as to whether a matter is arbitrable or not, the matter may be referred by either party to arbitration within a period of twenty (20) working days of the decision being rendered under Article 7.4.

(b) The parties to this agreement hereby agree to use the services of a single arbitrator as a means of settling grievances and disputes.

(c) The party desiring arbitration under this article will notify the other party, in writing, in accordance with the provisions of Section 7.4 of Article 7. The notice shall set out the questions in the opinion of the party seeking arbitration to be arbitrated.

8.2 Arbitrator Selection

The parties to the dispute will thereupon meet within ten (10) working days to decide upon an arbitrator as selected from the following list:

- Mark Atkinson
- Wayne Moore
- Mike Fleming
- Corinn Bell

The Arbitrator will be selected on a rotational basis, depending upon availability. Should none of the arbitrators be available, then the parties may by mutual agreement select an alternative arbitrator. Failing agreement upon a person willing to act, either party may apply to the Minister of Labour for the Province of British Columbia to appoint an arbitrator.

8.3 Arbitrator Procedure and Restrictions

Upon agreed appointment of an arbitrator, the Arbitrator shall hear the parties, settle the terms of question to be arbitrated if necessary, and make their award, in writing, to each of the parties and the award shall be final and binding on the parties. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this collective agreement.

8.4 Costs

Each party shall pay their own costs and expenses of the arbitration and one-half (½) the remuneration and expenses of the Arbitrator.

8.5 Expedited Arbitration

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

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

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

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

- (c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (d) The Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) The parties will limit their use of authorities.
- (f) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect to any other matter.
- (g) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (h) A grievance determined by either party to fall within one (1) of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 8.2 - Arbitrator Selection.
- (i) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

ARTICLE 9 - DISCIPLINE, DISCHARGE AND SUSPENSION

9.1 Notice

- (a) It is hereby agreed that the Employer has the right to discharge or suspend an employee for just and reasonable cause. Notice of suspension and/or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal. A copy of the written notice of dismissal or suspension shall be forwarded to the local union office within five (5) calendar days of the action being taken.
- (b)
 - (1) The discharge of a probationary employee shall be based on suitability of employment with the Employer.
 - (2) A written assessment shall be given every three (3) months during the probationary period.

9.2 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures and letters of reprimand. An employee shall be given a copy of any such documents placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware. Material such as minor incidents of written censure or letters of reprimand will not be used against employees when they are free from further incidents for a period longer than eighteen (18) months.

9.3 Right to Have a Steward Present

- (a) An employee shall have the right to have their steward present at any discussion with supervisory personnel which shall be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This article

shall not apply to those discussions 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 local union representative present at any discussion with supervisory personnel which shall be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

9.4 Personnel File

An employee or the President of the Union or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file in the presence of a supervisor.

ARTICLE 10 - SENIORITY

10.1 Seniority Defined

Employees shall be credited with service seniority at either the Masset or the Queen Charlotte branch on the following basis:

- (a) seniority for full-time employees shall mean length of continuous service with the Employer.
- (b) seniority for part-time employees shall be calculated on the basis of regular hours count.
- (c) seniority for casual employees shall be calculated on the basis of regular hours count.

10.2 Maintenance of Seniority

- (a) An employee on any authorized leave under the collective agreement will maintain their seniority date.
- (b) An employee laid off and placed on the recall list under Article 12, will retain their seniority during the period of layoff.
- (c) An employee accepting an assignment within the Credit Union in a position outside the bargaining unit shall retain their seniority date for the period of probation in the excluded position. An employee so assigned may return to a position in the bargaining unit commensurate with their seniority and qualification providing that it is done in the probationary period.

10.3 Loss of Seniority

Seniority and all rights under this agreement will be lost when an employee:

- (a) received severance pay in accordance with this agreement;
- (b) voluntarily terminates their employment;
- (c) is discharged for just and reasonable cause;
- (d) is on layoff in excess of their contractual right as established in Article 12.3;
- (e) is assigned into an excluded position with the Employer and successfully completes their probationary period;
- (f) fails to return from an approved leave of absence without reasonable cause;
- (g) refuses a recall to a position for which they are qualified.
- (h) casual seniority loss under Article 13.5 (c).

10.4 Status Change

When an employee's status changes, they shall retain their seniority. When a casual or part-time employee becomes a full-time employee their seniority will be converted to a continuous service date based on straight-time hours. When a casual employee becomes a part-time employee their seniority will be maintained and transfer to the part-time seniority list hour for hour. When a full-time employee becomes a part-time or casual employee their seniority date will be converted to hours on a hour for hour basis.

10.5 Additional and Relief Work

- (a) Full-time or part-time employees will, in seniority order, have the right of first refusal for additional part-time work for which they are qualified within their branch providing it does not disrupt their regular schedule.
- (b) If additional hours of casual work are required as a result of short-term peak periods or leaves of absence then such hours shall be offered on a rotational basis to qualified casual employees. It is understood that training periods will be scheduled as per occupational requirements, based on the needs of the newly hired casuals.
- (c) If all part-time employees refuse the additional work offered, the work will be assigned to part-time employees based on the reverse order of seniority.

10.6 Seniority Lists

A current seniority list shall be posted by the Employer by December 31st of each calendar year with a copy forwarded to the Union's area office.

10.7 Determination of Senior Employee

Where two (2) or more employees have the same seniority date, their relative seniority shall be determined by chance.

10.8 Seniority Upon Transferring between the Masset and Queen Charlotte Branches

Any person employed within the bargaining unit in the Masset or Queen Charlotte branches, who is promoted or transferred as per Article 11 to a position covered by the agreement shall be credited for seniority purposes with their full seniority entitlement as established under Article 10.1.

10.9 Bridging of Service (Care and Nurturing Leave)

If a regular employee terminates as a result of a decision to care for a dependent parent, spouse or child, and is re-employed, upon application they shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

- (a) the employee must have been a full-time or part-time employee with at least four (4) years of service seniority for full-time or with four (4) years of accumulated service for part-time at the time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than two (2) years and during that time the employee must not have been engaged in remunerative employment for more than six (6) months excepting with employment with this employer as an auxiliary;

- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

Former employees who meet the conditions outlined above will have the ability to apply for internal postings when applying for re-employment.

ARTICLE 11 - JOB POSTINGS

11.1 Job Postings

- (a) Notice of all job vacancies within the bargaining unit, in excess of thirty (30) days, shall be posted both electronically and on a bulletin board on the Employer's premises for at least five (5) working days. The notice shall indicate job, title, salary and a brief outline of the duties involved. The Branch Manager shall make an effort, within three (3) working days from the date of posting to contact any employee who may be absent for any reason. Absent employees will then be given an opportunity to bid by telephone and/or email.
- (b) A copy of all job postings within the bargaining unit shall be sent or transmitted by facsimile to the local union office.

11.2 Job Applications

- (a) All applications for the posted positions must be filed in writing with the Employer, by the end of the closing date.
- (b) Employees who are absent for a period not exceeding sixty (60) calendar days by reason of authorized leaves of absence or vacation may file an application prior to such absence and their application will be considered as if it had been filed during the time referred to above. If the absent employee is successful in their job bid, the vacancy may be filled on a temporary basis until they return. Applications submitted under this provision shall only apply for sixty (60) calendar days or until the employee returns, whichever is lesser.

11.3 Appointments

- (a) The parties recognize that job promotion should increase in proportion to the employee's length of service. In selecting persons for job vacancies the relative qualifications and ability of those applying will be considered; where two (2) or more employees have similar qualifications and abilities, the employee with the greatest seniority shall be selected.
- (b) Where the senior applicant is not selected they shall, upon request, be given written reasons for such decision.
- (c) Upon request the Employer shall provide the steward with notification of all job posting awards.
- (d) Where a grievance arises in relation to a job posting award, it shall proceed pursuant to the provisions of Article 7.

11.4 Filling of Vacancies

It shall be the intent of the Employer to fill bargaining unit job vacancies from within the bargaining unit providing employees who apply for posted positions have the required qualifications. Preference in selection shall be from full-time then part-time employees.

11.5 Transfers

- (a) Except where the function of the Employer changes to a different address, no employee shall be forced to move or to transfer on a permanent basis to a different or new Branch or office of the Employer. All such moves shall be voluntary.
- (b) Voluntary demotions may be granted without posting for compassionate or medical grounds to employees who have completed their probationary period. In such cases the Labour/Management Relations Committee established in Article 6 shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.
- (c) Where the employee is the successful candidate for a position at another branch of Northern Savings Credit Union, the Employer shall port seniority for the purposes of vacation and benefit entitlement.

11.6 Trial Period

All employees who are promoted to fill a posted position shall be placed on a trial period for three (3) months actually worked. Where it can be demonstrated that they have failed to meet the requirements of the new position such an employee shall be returned to their former position or one of equal rank. Salary shall be at the job group rate prior to promotion.

11.7 Reimbursement for Courses

- (a) When an employee is approved in advance by the Employer to take a job related course:
 - (1) the employee pays all costs for the course;
 - (2) the employee is reimbursed the amount of the approved costs paid by them upon submitting a transcript showing that the course was passed;
 - (3) if the employee is unable to pay for the course up front, they may apply for an interest free education loan from the Employer;
 - (4) if the employee leaves employment within one (1) year following completion of the course, any monies received by the employee for that course are repayable to the Employer and shall be deducted from the employee's final pay.
- (b) When the Employer requires an employee to attend a course or courses, the Employer will pay one hundred percent (100%) of the cost. Leave with pay shall be provided and employees are reimbursed for reasonable and justifiable expenses.
- (c) If an employee is required to attend a course or courses on a regular day off the employee will be offered another day off as mutually agreed upon or will be paid overtime pay.

11.8 Employee Training

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

- (a) establish an upgrading and/or training program when new equipment or systems are introduced.
- (b) ensure there is at least one (1) bargaining unit member cross-trained and qualified to perform all bargaining unit positions in excess of the incumbent(s).

- (c) *Trainee* - for new hires lacking relevant experience an initial period of up to six (6) weeks, if required, with allowance for previous experience, of job training will be provided during probation prior to the individual being considered certified in a classification.

11.9 Selection for Training

Training opportunities for other positions will be offered on a rotational basis in order of ability and seniority. Where two (2) incumbents have relatively equal abilities seniority shall apply.

11.10 Orientation

The Employer shall provide a reasonable orientation period for new hires or incumbent employees who are promoted (who have not already received orientation) in a new position. The purpose of the orientation period will be to familiarize employees with the duties associated with their new position. While in orientation employees will not normally be required to perform functions that are outside of the job duties for their position.

ARTICLE 12 - LAYOFF AND RECALL

12.1 Reduction and Restructuring

- (a) Should the Employer decide to reduce the number of office staff, the employee with the least amount of seniority in the position shall be the first laid off from that position.
- (b) In the event of reduction resulting from any labour adjustment or downsizing initiative, the Employer together with the Union will canvass the bargaining unit by means of a notification process to see the degree to which necessary reduction and labour adjustment generally can be accomplished on a voluntary basis. In the case of voluntary options, where more employees are interested in an available option than are needed for the necessary reductions, the options will be offered to qualified employees on the basis of seniority. Unless otherwise agreed to, this process is to be within sixty (60) days of notification.
- (c) Failing voluntary resolution, positions to be reduced will be identified by the Employer in accordance with the collective agreement; then,
- (d) the Employer shall issue displacement/layoff notices; then,
- (e) the employee shall exercise bumping rights to comparable job with the Employer within the seniority block; then,
- (f) if there is no comparable job with the Employer the employee may exercise bumping rights into a less than comparable job within the seniority block.

12.2 Notice of Layoff

The Employer shall give full-time and part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:

- (a) an employee who has not completed the probation period - one (1) week notice;
- (b) an employee who has completed the probationary period - two (2) weeks notice;
- (c) three (3) or more years seniority - one (1) additional week per year to a maximum of eight (8) weeks.

12.3 Recall List

A regular employee with six (6) months or more of service who is laid off due to lack of work or redundancy shall be placed on a recall list for a period of six (6) months.

12.4 Recall

Employees on the recall list shall have the right to return to a vacancy in their former position or to a position for which they are qualified providing no other employee with greater seniority is promoted or transferred to such vacant position. When such transfers or promotions occur, resulting in a vacant position, the employee on the recall list will be offered the resulting vacant position providing they are qualified.

12.5 Notice of Recall

- (a) Notice of recall to an employee on the recall list shall be sent by registered mail to the employees last known address. An employee on the recall list may be bypassed when the employee fails to respond to the notice within three (3) calendar days of receiving it. A copy of the recall notice shall be given to the branch steward.
- (b) An employee bypassed under the foregoing conditions in Article 12.5(a) shall be kept on the recall list for their remaining recall period.

12.6 Transfers and Closures

In the event that a branch is closed, or that branch operations are transferred from one (1) location to another, the following will apply:

- (a) Employees will be transferred with the branch operations and will port seniority.
- (b) An employee can refuse a transfer with branch operations.
- (c) The Employer will determine the number and category of employees in the new location. Where the Employer does not need all the employees in a category, opportunity to transfer to the new operation will be based on seniority.
- (d) Remaining employees will be entitled to exercise their rights under the collective agreement.
- (e) The parties agree to participate in the Local Labour/Management Relations Committee for the purpose of assisting displaced employees in determining their options and accessing them.
- (f) Options may include but are not limited to:
 - (1) Early retirement (fifty-five [55] years and older);
 - (2) Job sharing;
 - (3) Placement into Vacancies;
 - (4) Training;
 - (5) Severance.

12.7 Bumping

It is agreed that in instances where a job is eliminated, either by automation or change in method of service delivery/operation, employees affected shall have the right to transfer to a job in line with seniority provided such transfer does not effect a promotion, and provided, further, the employee possesses the ability to perform the duties of the new job with an acceptable period of

orientation/retraining. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

A transfer under this section shall not be deemed to effect a promotion unless it results in an increase in the pay rate of the transferring employee in excess of eight percent (8%) of their existing pay rate.

The Union will recommend to their membership that they facilitate and expedite the job selection, placement and bumping process in the context of downsizing and labour adjustment generally.

Written notification of the intention to bump shall be submitted to the Employer within seven (7) calendar days from the receipt of notice of layoff.

Part-time employees will not be allowed to exercise their seniority to displace a full-time employee.

ARTICLE 13 - HOURS OF WORK

13.1 Workday and Workweek

(a) The standard day shift shall be up to eight (8) hours per day between the hours of 8:00 a.m. and 9:00 p.m. for five (5) consecutive days. The standard workweek shall be no more than thirty-eight (38) hours a week. Where management has determined that an adjustment in public hours is required, it will provide no less than thirty (30) days' notice to the employees and the Union. Any changes to the days operation will be limited to once per twelve (12) month period.

(b) *Six (6) Day Operations* - in the event it becomes necessary to open the Credit Union for business on a sixth (6th) day, the Employer agrees that a schedule of days off will be negotiated with the Labour/Management Relations Committee. It will not be the intent of the Employer to work employees six (6) consecutive days. The Employer agrees with the principle of two (2) consecutive days off, wherever this is possible.

(c) *Part-Time and Casual Employees* - for purposes of overtime calculations a part-time or casual employee's hours shall be based upon a thirty-eight (38) hour week.

(d) The full-time equivalent (FTE) for full-time employees will be thirty-one (31) hours per week;

(1) All full-time employees shall maintain FTE in terms of benefits, vacation entitlement and any other article applicable to full-time employees;

(2) Part-time employees shall be entitled on the basis of seniority to work up to the full-time equivalent hours which is thirty-one (31) hours.

(3) Overtime for part-time and full-time employees will be paid after thirty-eight (38) hours per week.

13.2 Work Schedules

It is agreed that the determination of the starting time of the daily and weekly work schedules shall be made by the Employer and such schedules may be changed by the Employer from time to time to suit varying conditions of business. In the event of any continuous changes in starting and quitting times of shifts, the Employer agrees to give at least fifteen (15) days notice of such changes to the Labour/Management Relations Committee. Part-time and casual schedules shall be posted two (2) weeks in advance.

However, changes may be made up to the day preceding the scheduled workday and employees affected will be notified of such changes.

13.3 Meal Period

A one (1) hour lunch period will be provided and taken within the three (3) middle hours of the regular workday. Precise time to be arranged between the Employer and the employees.

13.4 Rest Periods

(a) Two (2) relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be provided without loss of pay. Part-time employees will be entitled to the following: two (2) to five (5) hours worked, one (1) fifteen (15) minute rest period. In excess of five (5) hours worked, two (2) fifteen (15) minute rest periods shall be provided.

(b) *Saturday rest period* - due to reduced hours of operation on Saturday, one (1) rest period of fifteen (15) minutes shall be given and a normal lunch break.

(c) *Friday afternoon rest period* - the Friday afternoon rest period shall be twenty (20) minutes due to the longer period of public opening.

13.5 Casual Availability

(a) Casual employees will complete an availability document a maximum of once per month. If the employee fails to complete an availability document they will be considered to be available for all shifts. Casual employees must indicate at least eight (8) days of availability per month. Casual employees must be available during the peak vacation months of June, July, August and December. During the peak vacation months casual employees may schedule fifteen (15) days of unavailability.

(b) The Employer will call casual employees in on a rotational basis as per Article 10.5.

(c) Where a casual employee declines to work three (3) times that they have indicated they are available within a three (3) month period (based on a quarterly calendar), they will be reduced to zero (0) seniority hours. The Employer must make the callout by 10:00 a.m. The Employer will endeavour to provide fourteen (14) days notice of planned relief required for training purposes.

13.6 Job Sharing

The Employer and the Union agree to the concept of Job Sharing between two (2) employees and together will endeavour to accommodate such a request. Should two (2) employees wish to job share, they will submit this request in writing to the Employer and the Union.

ARTICLE 14 - OVERTIME

14.1 Authorization of Overtime

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

14.2 Definitions

(a) *Overtime* - means work performed by a full-time employee in excess or outside of their regularly scheduled hours of work.

(b) *Straight-time rate* - means the hourly rate of remuneration.

(c) *Time and one-half* - means one and one-half times (1½x) the straight-time rate.

(d) *Double-time* - means twice (2x) the straight-time rate.

14.3 Overtime Compensation

- (a) All time worked in excess of the standard day shift shall be paid for at time and one-half ($1\frac{1}{2}x$) the employee's straight-time hourly rate for the first three (3) hours and two times (2x) the straight-time hourly rate thereafter.
- (b) *Scheduled Day Off* - time worked by an employee on the employee's scheduled day off or on scheduled vacation shall be paid at time and one-half ($1\frac{1}{2}x$) the employee's straight-time hourly rate for the first three (3) hours and double-time (2x) thereafter.
- (c) *Holidays* - time worked on a holiday provided for in Article 15, or a day in lieu of such holiday or on a Sunday, shall be paid for at double-time (2x).

14.4 Overtime Meal Allowance

An employee who works overtime beyond a regular shift shall be allowed a suitable, wholesome hot meal paid for by the Employer and one-half ($\frac{1}{2}$) hour paid meal period in which to eat the meal at their straight-time hourly rate of pay, provided overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work as may be mutually agreed.

14.5 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.

14.6 Callout Provisions

An employee called back to work after having completed a regular days work, or from a regular day off, or from vacation, providing the hours are not adjacent to the regular shift shall be paid a flat rate of forty dollars (\$40) for up to three (3) hours. Beyond three (3) hours the applicable overtime premium would apply. Travel time to and from the employee's residence will be considered as time worked.

14.7 Pyramiding

There shall not be pyramiding or compounding of premiums.

14.8 Payment for all Types of Overtime

Employees who work overtime may elect to be paid out or to take time off in lieu of overtime pay. Employees opting for payment of overtime shall be paid out by the end of the month following the month in which the overtime was worked. Accumulated overtime will be taken, or paid out, by December 31st of each year of its occurrence and will be scheduled at a mutually agreeable time.

14.9 Overtime for Part-Time Employees

Part-time and casual employees shall be paid overtime for hours in excess of eight (8) hours per day and thirty-eight (38) hours per week.

ARTICLE 15 - PAID HOLIDAYS**15.1 Paid Holidays**

- (a) The Employer agrees to provide all full-time employees the following statutory holidays, without loss of regular pay:

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

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

(b) The branches shall close at 2:00 p.m. on Christmas Eve and New Year's Eve, provided that those days fall on a regular workday.

(c) In the event that a statutory holiday falls on a day that the branch is normally closed, that statutory holiday be taken on either the workday prior or the workday following. This will be determined by the Employer in the calendar year prior to the statutory holiday occurring.

15.2 Holidays Falling on a Day of Rest or Vacation

Should one (1) of the statutory holidays fall on an employee's normal day(s) off or during an employee's vacation, the employee shall receive an additional day(s) off, with pay, to be taken at a time mutually agreed between the employee and the Employer, but not longer than ninety (90) calendar days following the date the holiday occurred. Scheduling shall be in accordance with Article 16.6.

15.3 Qualifying

To qualify for the compensation under Article 15.1 an employee must:

- (a) have completed thirty (30) calendar days service with the Employer; and
- (b) have worked at least fifteen (15) of the preceding thirty (30) calendar days.

Part-time employees shall have statutory holidays prorated in accordance with their hours relative to a full workweek.

ARTICLE 16 - ANNUAL VACATION

16.1 Definition of Terms

For the purpose of this article, the calendar year shall mean the twelve (12) month period from January 1st to December 31st inclusive.

16.2 Vacation Schedule for First Incomplete Year

Each full-time employee shall receive during the first incomplete year of service one and one-quarter (1¼) of a working days credit for each month worked prior to December 31st and shall take days in one (1) week blocks as they are accumulated subject to operational requirements.

16.3 Annual Vacation Entitlement

All full-time employees shall be entitled to an annual vacation as set out below:

(a) Year of Hire	Prorated Portion of 3 weeks paid vacation
1 - 4 years' service:	3 weeks with pay
5 - 9 years' service:	4 weeks with pay
10 - 14 years' service:	5 weeks with pay
15+ years' service:	6 weeks with pay

16.4 Prorating of Vacation Pay

Vacation pay is prorated on the basis of two percent (2%) equalling one (1) week's pay. Employees who begin work between the first (1st) and the fifteenth (15th) of the month and complete the month shall be considered to have worked the month. Employees who begin work after the fifteenth of the month will not be considered for vacation pay for that month. If an employee terminates employment during a vacation year or works only part of a vacation year they will have vacation pay prorated on a percentage basis. If vacation taken already exceeds the amount payable, the difference will be deducted from the final paycheck.

16.5 Part-Time Employee Vacation Entitlement

Part-time and casual employees upon completion of one (1) years service are entitled to three (3) weeks unpaid vacation. After completion of five (5) years service such employees are entitled to four (4) weeks unpaid vacation. Vacation pay for these employees shall be six percent (6%) for the first five (5) years of employment and eight percent (8%) thereafter.

16.6 Vacation Scheduling

- (a) The Employer will post a vacation schedule during the month of January. Employees' completed forms for vacation selection are to be completed for the period of February 28th to the following February 28th. Vacations selected subsequent to February 28th are not subject to seniority rights.
- (b) Employees shall select their vacation periods by seniority for the first three (3) weeks booked. If an employee decides to break up their three (3) week block into more than one (1) continuous group of workdays, they will only be entitled to use their seniority rights for only one such group of workdays until all other employees have utilized their seniority rights on one (1) of their choices, thereafter the procedure repeats itself. Employees are encouraged to take their vacation in a minimum of five (5) day blocks.
- (c) Upon written application, an employee may carry over up to five (5) days vacation leave per vacation year except that such vacation carryover shall not exceed ten (10) days at any time. Employees in their first partial year of service, who commence prior to July 1st of the year may carry over up to five (5) days vacation leave into the first vacation year.

16.7 Long Service Vacation Leave

In addition to the vacation entitlement set out in Article 16.3 a long service vacation leave benefit shall be provided as follows:

- (a) After the tenth (10th) year of continuous service one (1) additional week of paid leave to be taken during the eleventh (11th) to fifteenth (15th) year of employment.
- (b) After the fifteenth (15th) year of continuous service one (1) additional week of paid leave to be taken during the sixteenth (16th) to twentieth (20th) year of employment.
- (c) After the twentieth year (20th) of continuous service one (1) additional week of paid leave to be taken during the twenty-first (21st) to twenty-fifth (25th) year of employment.
- (d) After the twenty-fifth (25th) year of continuous service one (1) additional week of paid leave to be taken during the twenty-sixth (26th) to thirtieth (30th) year of employment.
- (e) After the thirtieth (30th) year of continuous service one (1) additional week of paid leave to be taken during the thirty-first (31st) to thirty-fifth (35th) year of employment.

- (f) After the thirty-fifth (35th) year of continuous service one (1) additional week of paid leave to be taken after the thirty-fifth (35th) year of employment.

16.8 Rescheduling Vacation Due to Sickness or Accident

(a) *Prior to Commencing Vacation*

An employee unable to go on their vacation because of sickness or accident may, upon notification to the Branch Manager and with a proper medical certificate, postpone such vacation, and such vacation shall be rescheduled. The employee cannot bump any other employee's scheduled vacation.

- (b) An employee who becomes hospitalized, seriously ill or has an accident during a scheduled vacation may reschedule the balance of that vacation. To be eligible, the employee must have a proper medical certificate from the doctor. The employee cannot bump anyone else's scheduled vacation.

ARTICLE 17 - ILLNESS AND INJURY LEAVE

17.1 Salary Continuation

- (a) A full-time employee is allotted twelve (12) days of sick leave per calendar year, allotted on January 1st of each year. Not to be carried forward.

- (b) In cases where illness or injury prevents attendance at work an employee may use accumulated sick leave for the waiting period for Weekly Indemnity Insurance to be triggered. Proof of illness or injury shall be provided upon request.

A part-time employee who works sixteen and one-half (16½) or more hours per week is allotted six (6) days of sick leave per calendar year, allotted on January 1st of each year, which can be used for a day scheduled to work when the employee is sick. Not to be carried forward.

- (c) Any employee with less than (10) days of accumulated sick days, remaining during a year, can draw up to an additional ten (10) days to cover the waiting period related to a disability claim.

Should employees have accessed allotted sick days that have not yet been earned, upon termination or any required proration, the outstanding balance will be due and payable to the Employer.

17.2 Family Illness/Medical Leave Off Haida Gwaii

- (a) In the case of a sudden illness of a child, a spouse, or elder where the employee is the only person in the home capable of dealing with the emergency, sick leave shall be used by the employee to care for the child, spouse, or elder. Proof of such illness shall be provided upon request.

- (b) May include time to travel and treatment for medical or dental care that may not be available on Haida Gwaii for the employee and those mentioned above.

17.3 Medical Travel Benefits Plan

- (a) *Preamble:* Northern Savings Credit Union is concerned about the cost incurred through travel by its employees related to medical care and services that are not readily available on Haida Gwaii.

To this end, and for the term of this collective agreement, Northern Savings is prepared to introduce a medical travel benefits plan funded one hundred percent (100%) by the Employer.

This benefit is solely accessible to staff who have successfully completed their initial probationary period.

(b) *Conditions:*

(1) Employees and their immediate family dependants shall be eligible for reimbursement to an annual maximum of two thousand dollars (\$2,000) per employee family.

(2) Employees who do not exhaust their annual benefit as described in 17.3(b)(1) may carry over up to one thousand dollars (\$1,000) to the next calendar year. Benefit total not to exceed three thousand dollars (\$3,000) at any one (1) time.

(3) Employees and their dependants shall be entitled to benefits for the following medical travel expenses.

(i) Transportation for an employee and/or their dependants by scheduled air, rail, bus or ferry to and from the nearest locale equipped to provide the treatment required when ordered by the attending physician or surgeon because, in their opinion, adequate treatment is not available locally. Private auto reimbursed at the equivalent bus expense. For medical travel beyond Prince Rupert receipted ferry expenses for a personal vehicle. Transportation must be within two (2) months of referral and will not be provided to points beyond British Columbia.

(ii) Transportation of an attendant for the patient being transported under (1) above, when ordered by the attending physician or surgeon.

(iii) Accommodation, in a commercial facility to a maximum of one hundred and seventy-five dollars (\$175) per day or in a private residence to a maximum of fifty dollars (\$50) per day, the time before and after treatment authorized by the attending physician or surgeon.

(iv) Accommodation while travelling to and from the location for treatment is limited to two (2) days.

(v) Meals, to a maximum of sixty dollars (\$60) per day per person listed on Physician Statement, the time before and after treatment authorized by the attending physician.

(vi) Up to two (2) days without loss of pay will be granted for the purpose of medical travel per calendar year. Additional days in excess of two (2) may be taken out of the employees available sick leave bank.

(4) Upon application to the Employer the employee may receive up to a seventy-five percent (75%) advance on estimated travel costs. The employee must provide receipts within one (1) month of travel. In the event the advance amount is greater than the receipts, or receipts are not provided within one (1) month, the Employer shall deduct the amount owing from the employee's pay.

(c) It is expected that the services of a travelling specialist providing services in Prince Rupert, Terrace, or Haida Gwaii will be used whenever possible.

(d) *Exclusions:* The following are not included in the aforementioned benefits:

(1) Expenses in respect to any injury, illness or condition for which care is provided or hereafter may be provided to the employee or their dependants without cost, or at nominal charge by public authorities or by a tax-supported agency, including services which are available under any *Workers Compensation Act*, or by virtue of any statute, or from any government authority and expenses for which the Medical Services Plan of British Columbia is liable.

(2) To the extent that monies are received, expenses for which an employee or a dependant is entitled to reimbursement under any other group (i.e., TAPS) or individual insurance policy.

(3) This plan does not apply to doctors of dental surgery, dental specialists or doctors of optometry unless referred by a physician, or dentist.

(4) This benefit does not apply to elective or cosmetic surgery.

(e) *Procedure for Accessing Plan:*

(1) Prior approval in principle from Human Resources. Approval will be granted on receipt of referral from a physician or dentist.

(2) All claims and receipts must be submitted on an approved form to Human Resources within ninety (90) days of the date on which the expense was incurred.

(3) The employee's physician must provide a statement prior to payment that the service required is not available locally and a statement from the attending physician or surgeon that examination and treatment was undertaken at the specified time and place.

(4) No assignment of this benefit on the part of the Employer shall be valid or effective unless approved by the Employer. Neither the services provided under this agreement nor any monies payable with respect hereto shall be assigned unless consented to by the Employer.

ARTICLE 18 - LEAVES OF ABSENCE

18.1 Bereavement/Compassionate Leave

(a) In the event of serious illness or death in the immediate family of a full-time employee, the Employer upon request shall grant leave of absence with pay for up to five (5) working days. Additional leave without pay may be granted upon request. When it is necessary to leave Haida Gwaii, additional leave with pay of up to three (3) days may be granted upon request.

(b) In the event of serious illness or death in the immediate family of a part-time employee, the Employer upon request shall grant leave of absence with pay for the greater of fifteen (15) hours or hours scheduled to a maximum of the full-time entitlement set out in 18.1(a) above.

(c) Immediate family is defined as the employee's spouse, common-law spouse, parents, parents-in-law, brother, sister, children, grandchildren, grand parents or other relatives or close friends.

18.2 Medical and Dental Care Leave

An employee's supervisor may grant up to two (2) hours off with pay for the duration of a medical or dental appointments as long as reasonable notice is provided and departmental requirements permit the leave. Paid time for medical or dental appointments will only be approved for travel to and from and the length of the appointment. It is understood that employees are expected to return to the worksite immediately after the conclusion of the medical or dental appointment. It is also understood that only in extraordinary circumstances will an employee's lunch break be permitted to abut the meal period. Wherever possible, appointments should be made outside of working hours at the least disruptive times. Medical appointments in excess of two (2) hours shall be granted as sick leave. Such leaves shall not be unreasonably denied.

18.3 Jury Duty

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as juror or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs. An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

(b) Total hours on jury duty and the actual hours worked on the job in the office in one (1) day shall not exceed normal working hours for purposes of establishing the basic workday. If the Employer initiates time in excess of the basic workday overtime shall be paid. If the overtime results from the initiative of the court no overtime shall be paid.

18.4 General Leave

(a) Where the requirements of the Employer's operation will permit, the Employer may grant a leave of absence without pay for legitimate personal reasons on advance written request from the employee. Such advance written request shall be waived in the case of emergencies. Permission for such leaves will not be unreasonably withheld.

(b) The definition of "*advance written notice*" is that the employee shall submit the reasons for such request to the Employer a minimum of fifteen (15) working days prior to the commencement date of the requested leave.

(c) An employee seeking election in a municipal, provincial, federal, First Nation or other Aboriginal election shall provide the Employer with written notice of this intention to seek election, to be reviewed by the CEO, VP, and HR. Such notice must be provided at such time that the employee decides to seek election.

(1) For employees to seek election, upon written request, the Employer may grant a leave of absence without pay and without seniority for a maximum of ninety (90) days;

(2) Employees elected to public office, may be required to take a leave of absence without pay and without seniority for the length of their term, to a maximum of five (5) years.

18.5 Abandonment of Position

An employee shall be deemed to have terminated their employment where they fail to return from an authorized leave of absence without providing reasonable cause within two (2) business days from the scheduled return date.

18.6 Elections

Employees shall be entitled to time off in accordance with the *Elections Act*.

18.7 Other Religious Observances

Employees who are members of non-Christian religions are entitled to up to two (2) days leave of absence without pay per calendar year to observe recognized spiritual or holy days. Employees shall give at least ten (10) days written notice. Such leave shall not be unreasonably withheld.

ARTICLE 19 - MATERNITY, ADOPTION AND PARENTAL LEAVE

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this article. Every employee who intends to take a leave of absence under this article will give at least

four (4) weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and will inform the Employer in writing of the length of leave intended to be taken.

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

19.1 Maternity Leave

- (a) The employee will be granted leave for a period not longer than seventeen (17) consecutive weeks.
- (b) The period of maternity leave will commence not earlier than thirteen (13) weeks before the expected date of delivery and end no earlier than six (6) weeks following the actual date of birth unless the employee requests a shorter period later than seventeen (17) weeks after the leave begins.
- (c) A request for shorter period under Article 19.1(b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer will, upon request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform their duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (f) Maternity leave may be extended for up to an additional six (6) months for health reasons where a qualified medical practitioner's certificate is presented.

19.2 Parental Leave

- (a) Upon application, an employee will be granted leave of absence for sixty-three (63) consecutive weeks or for up to thirty-seven (37) weeks following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees will be granted parental leave as follows:
 - (1) in the case of the birth mother, up to sixty-one (61) consecutive weeks commencing immediately following the end of the maternity leave under Article 19 - Maternity, Adoption and Parental Leave,
 - (2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, up to sixty-two (62) consecutive weeks commencing within the seventy-eight (78) week period following the birth of the child,
 - (3) in the case of an adopting parent, up to sixty-two (62) consecutive weeks commencing within the seventy-eight (78) week period following the date the adopted child comes into the actual care and custody of the parent or within the two (2) week period preceding the date the adopted child comes into the actual care and custody of the parent.

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

19.3 Leave Without Pay

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

19.4 Aggregate Leave

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

19.5 Return from Leave

- (a) On return from leave, an employee will be placed in their former position.
- (b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Article 19.1 - Maternity Leave or 19.2 - Parental Leave.

19.6 Benefit Plan

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

19.7 Seniority Rights on Return to Work

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.
- (b) The employee will notify the Employer within four (4) weeks prior to expiration of the leave of their intent to return to their position unless notice is provided pursuant to Article 10.9 - Bridging of Service and/or Article 19.9 - Extended Child Care Leave.
- (c) The employee will be deemed to have resigned on the date upon which their leave commenced if notice is not given or they do not return to work.

19.8 Sick Leave Credits

- (a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.
- (b) Sick leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition in the place of employment which could be harmful to pregnancy as determined by the qualified medical practitioner's statement or report. They may use this leave until all danger from such disease or condition no longer exists.

ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY**20.1 Safety and Health Hazards**

(a) The parties agree that once every month, as per WCB Regulations, there will be a safety meeting and an inspection conducted with each respective Branch Manager, or their designated representative and the respective steward present. Minutes will be kept of the meeting. Employee concerns may be referred to the steward for inclusion at the meeting. Upon request the minutes of the Branch inspection meetings shall be forwarded to the Labour-Management Relations Committee for review.

(b) Employees who encounter safety and/or health problems related to the work environment shall report these to their supervisor. The supervisor, if unable to deal with the problem personally, shall refer the matter to the Branch Manager. Matters of other than routine importance shall be referred to the Labour/Management Relations Committee.

20.2 Injury Pay

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

20.3 Robbery or Hold-up Leave

(a) In the event of a robbery or hold-up, the Employer shall provide, at no cost to the employee, access to professional counselling to employees suffering from critical incident stress.

(b) *Time Off*

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

(2) Such a request shall not be unreasonably withheld. The Employer and the Union agree sufficient staff must always be available to operate the branch and time off request refused due to staffing restraints, will not be considered unreasonable.

(3) Additional time off without loss of pay, if required, shall be deemed sick leave under Article 17.1.

20.4 Strain Injury Prevention

(a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illnesses which are work related;

(b) A joint occupational health and safety committee (or union and employer designated safety representatives) shall in the performance of regular worksite inspections, identify the following risk factors which may contribute to the risk;

- (1) the work methods and practices;
- (2) the layout and condition of the workplace and workstation;
- (3) the characteristics of objects or equipment handled;
- (4) the physical demands of work;

(c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer shall seek the appropriate advice with respect to the risk factors noted in (b). Such advice will be sought from resources which will, where

appropriate, include a joint occupational health and safety committee or designated safety representatives.

20.5 Inclement Weather

The Employer may send any employee home due to inclement weather or power outage, the employees will be without loss of pay for the remainder of that day's scheduled shift. Employees may be required to come back to complete their scheduled shift.

ARTICLE 21 - JOINT CONSULTATION, ADJUSTMENT PLANS AND SEVERANCE PAY

21.1 Notice

The Employer will provide the Union with as much notice as possible, but in any event not less than sixty (60) days notice of intention to introduce automation, equipment or changes in administrative procedures which might result in the reduction of personnel and/or changes in job duties sufficient to change job grouping.

21.2 Retraining

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

21.3 Recall or Termination

In cases where the retraining of an employee is not practical, or were other positions with the Employer are not available, the employee shall elect for termination of employment or shall elect to be placed on the recall list in accordance with Article 12, Section 12.3.

21.4 Severance

Severance pay as provided for in Section 21.5 shall be due and payable to a displaced employee immediately upon termination in addition to two (2) weeks notice or pay, in lieu of such notice.

21.5 Severance Pay

(a) Severance pay shall be paid to employees who have completed three (3) consecutive months or more service who are terminated because of changes in administrative procedures, automation, consolidation, or suspension of business. The amount of severance pay shall be one (1) week at the employee's current regular salary after three (3) months but under one (1) year of service, two (2) weeks after one (1) year of service and one (1) additional week for each additional year of service to a maximum of ten (10) weeks.

(b) An employee who chooses to be laid off and placed on the recall list may elect to terminate during the recall period and be paid their severance pay entitlement upon termination or expiration or call.

21.6 Red Circling

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

ARTICLE 22 - HEALTH AND WELFARE**22.1 Benefit Plans**

- (a) All full-time employees and all part-time employees scheduled to work sixteen and one-half (16½) hours or more per week shall be eligible for Northern Savings Credit Union Benefits Program as of the first day of the month following employment.
- (b) Benefits Program:
- Medical Services Plan of British Columbia
 - Extended Health Care
 - Dental Plan
 - Group Life Insurance
 - Accidental Death and Dismemberment
 - Optional Life Insurance
 - Short-Term Disability
 - Long-Term Disability
- (c) The premium costs for the above plans for all full-time and all part-time employees qualifying for benefits under Article 22.1(a) and (b) are fully paid by the Employer except for optional life insurance, short-term and long-term disability, which are fully paid by the employees.
- (d) Health & Welfare Plans:
- (1) A copy of the Master Contracts with the carriers for all health and welfare plans shall be sent to the President of the Union of their designate.
 - (2) The Employer shall notify the Union prior to considering a change in insurance carriers.
 - (3) After discussing with the Union the Employer may change benefit carriers provided that the benefit plan provided is, in totality, equal to or better than the current benefit plan. For the purposes of this clause the plan comparison will be Pacific Blue Cross Plan # _____.
 - (4) If the parties are not able to agree on the comparability of the new benefit plan as outlined in Article 22.1 (e) (3) either party may refer the matter to arbitration under Article 8 for immediate resolution. The parties agree that the Arbitrator named to determine this matter will be suited to adjudicate benefits plan matters. The Employer will not make a change to the benefit carrier until the arbitration decision is rendered.

22.2 Pay in Lieu of Benefits

- (a) Part-time employees regularly scheduled to work less than sixteen and one-half (16½) hours per week shall receive additional compensation equal to fourteen percent (14%) of their hourly rate as specified in Appendix A, for each hour worked in lieu of vacation pay, statutory holiday pay, sick leave and other benefit coverage.
- (b) Casual employees shall receive six percent (6%) in lieu of vacation pay, statutory holiday pay, sick leave and other benefit coverage.

22.3 Pension Plan

- (a) All full-time employees become members of the Employer Pension Plan after completion of one (1) year of employment.

- (b) Part-time employees will become members of the Employer Pension Plan in accordance with existing pension legislation.
- (c) The Employer and Employees contribute to the plan on a fifty/fifty (50/50) shared basis.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.1 Rates of Pay

- (a) Employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix A of this agreement. The steps in the salary range are the minimum amounts to be paid an employee in accordance with Section 23.3 of this article and shall not be construed to mean an employee may not be advanced to the next step in the salary range before having the required service.
- (b) Casual employees shall be paid in accordance with the start rate of the salary schedule for their positions as specified in Appendix A of this agreement, plus six percent (6%) vacation pay.
- (c) *Rate of Pay*

Salary increases to be negotiated and all negotiated wage increases to be reflected in Appendix A of this agreement.

23.2 Rate of Pay on Promotion

Upon promotion, an employee will receive the rate for the position as established in Appendix A of this agreement that moves an employee to the step in the range that is higher than the previous salary. However if an employee has worked three-quarters (¾) of the time in the current salary step they will have their wage increased within the wage range by three percent (3%) prior to the promotional grid placement being determined and in accordance with Article 23.3.

23.3 Progression to Next Salary Step

Employees shall progress to each succeeding salary step for their job group, as set out in Appendix A of this collective agreement.

23.4 Paydays

Salaries shall be paid every second Friday directly into the employee's staff account.

23.5 Substitution Pay

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

23.6 Salary Rate Upon Recall or Demotion

- (a) Employees recalled to their former position or to a position in the same job group shall receive the current rate for job group as set out in Appendix A of this agreement.
- (b) Employees recalled who accept a position in a lower job group than their former position shall be paid at the salary rate for that group as set out in Appendix A of this agreement.

- (c) An employee who transfers to a position in a lower job group for reasons ascribable to the employee shall be paid in accordance with Article 23.6(b) above.

23.7 Mileage, Meal and Accommodation Allowance

- (a) Where an employee agrees to be assigned to work (or attend a course) outside their seniority block, they will, at the Employer's option, either travel on the Employer's time or be paid for hours travelled at the applicable overtime rates.
- (b) Such an employee will be eligible for a vehicle allowance in accordance with CRA rates in effect at that time.
- (c) Meal allowances paid to such employees shall be in accordance with employers' Policy (currently a maximum of sixty dollars [\$60] per day).

Allowances for breakfast and dinner will not be paid where employees are able to commute to and from home at hours consistent with such meals.

- (d) Where the Employer requires that an employee referenced in Article 23.6(a) temporarily relocate to a community within an alternate seniority block, the Employer shall reimburse the employee for receipted accommodation costs incurred. An advance for this purpose shall be supplied at the employee's option.

23.8 In Charge Person

- (a) An employee who, in the absence of the management, has been designated to be "*in charge*" shall be paid an additional twenty-five dollars (\$25) for any portion of a day up to one-half ($\frac{1}{2}$) day, and forty dollars (\$40) for any portion of a day over one-half ($\frac{1}{2}$) day up to one (1) full day that they are designated as being "*in charge*". The person designated "*in charge*" is responsible for opening and closing the building, being "*on call*" after hours (alarm, ATM callouts etc.) taking care of the premises, security, and direction of the other employees. The Employer and the Union agree that when and if a bargaining unit employee is required to act in a supervisory capacity in the absence of management, a rate will be negotiated between the parties. The In Charge Person will not be required nor permitted to enact disciplinary sanctions on bargaining unit members.

23.9 Training Allowance

An employee shall receive an additional one dollar (\$1) per hour while training another employee. This article does not apply to the Senior MSR position when training in accordance with job description.

ARTICLE 24 - CLASSIFICATION AND RECLASSIFICATION

24.1 Job Descriptions

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

The effective date for the new rate shall be the date the job was submitted for review.

24.2 Classification and Salary Assignment

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

ARTICLE 25 - GENERAL CONDITIONS**25.1 Credit Union Membership**

The Employer shall provide the full-time and part-time employees with one (1) membership number with one (1) free personalized chequing and savings account and no service charges.

25.2 Employee Loans

Interest-free loans of up to two thousand, five hundred dollars (\$2,500) to purchase a CSB Alternative NSCU investment product through payroll deduction over twelve (12) months is to be made available to employees who have completed one (1) year of work at the time the loan is made available in each year. These investment funds are subject to holds on the unpaid balance of the loan amount.

25.3 Notice of Resignation

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

25.4 Annual Performance Review

The targets that are used to form part of the annual performance review will be reviewed with each employee at the beginning of the year when they are set, and on a semi annual basis.

The annual performance review format will not be altered during the life of the collective agreement without mutual agreement of the Union.

25.5 Workload

An employee has the right to review workload with the Employer at any time.

ARTICLE 26 - TERM OF THE COLLECTIVE AGREEMENT**26.1 Duration**

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

26.2 Notice to Bargain

(a) This collective agreement may be opened for collective bargaining by either party giving written notice to the other party on or after August 31, 2021 but in any event, not later than midnight October 1, 2021.

(b) Where no notice is given by either party prior to October 1, 2021, both parties shall be deemed to have given notice under this article on October 1, 2021 and thereupon Article 26.3 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 Chief Executive Officer.

26.3 Commencement of Bargaining

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

26.4 Change in the Collective Agreement

Any change deemed necessary in this collective agreement may be made by mutual agreement at any time during the life of this collective agreement. Such agreed changes shall be incorporated into this collective agreement as an addendum.

26.5 Collective Agreement to Continue in Force

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

26.6 Effective Date of the Collective Agreement

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

26.7 Joint Orientation

The Union and the Employer agree to a joint orientation of the collective agreement with all employees within six (6) months of ratification. The orientation will be done at a mutually agreed time and location. The Employer agrees to provide the leave of absence and the Union agrees to cover additional expenses.

26.8 Copies of Agreements

A final collective agreement including all changes made will be signed by parties within three (3) months after ratification.

- (a) The Union will submit to the Employer a draft for proofreading within one (1) month of ratification;
- (b) The Employer will submit to the Union all its amendments to the draft within one (1) month of receiving the draft from the Union.

ARTICLE 27 - DOMESTIC ABUSE

"domestic violence" means:

- (a) 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, and any person who lives with an employee as a member of the employee's family whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment or financial control, or;
- (b) a threat or attempt to do an act described in (a) above.

"intimate partner" includes a spouse, boyfriend or girlfriend, dating partner, sexual partner or an individual with whom one has a relationship similar to the relationships enumerated in this definition.

"sexual 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.

27.1 Exception to Entitlements

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

27.2 Hours of Work Accommodation

(a) If an employee or the employee's child has experience domestic violence or sexual violence, and as a result the employee needs fewer hours to work, or needs to work at different times than the Employer has assigned the employee, the Employer shall accommodate the employee's need unless it would cause the Employer undue hardship.

(b) The Employer may require an employee who needs accommodation under Clause 27.2 (a) to provide evidence reasonable in the circumstances that the employee needs accommodation.

27.3 Domestic Violence Leave

(a) An employee is entitled to a leave of absence of a reasonable duration if the employee or the employee's child experienced domestic violence or sexual violence.

(b) An employee is only entitled to a leave of absence under Clause 27.3 (a) if the employee uses the leave of absence for one (1) 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, 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.

(c) 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.


(d) Leave taken under Clause 27.3 - Domestic Violence Leave is unpaid leave.

(e) An employee who wishes to take leave under this section 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.

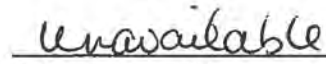
(f) An employer may require an employee who takes a leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.


SIGNED ON BEHALF OF
THE UNION:


Stephanie Smith
President

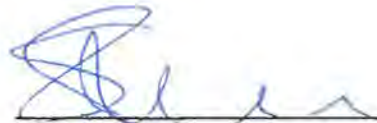

Lynn Williamson
Bargaining Committee Chairperson

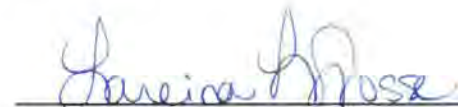

Denise Collison
Bargaining Committee Member

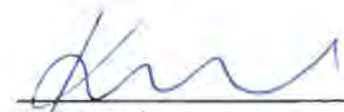

Kathryn Doucette
Staff Representative

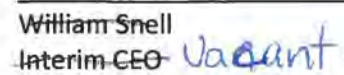

Christine Peters
Regional Coordinator

SIGNED ON BEHALF OF
THE EMPLOYER:


Santa Slubowski
Manager, Human Resources


Lareina L. Grosse
Branch Manager


Katie Bond
Manager, Learning & Development


William Snell
~~Interim CEO~~ Vacant

Dated this 8th day of August, 2019.

APPENDIX A
Wage Rates

Classification		January 1, 2019 2.5%	January 1, 2020 2.25%	January 1, 2021 2.25%
Group 1 MSR	1	19.04	19.47	19.91
	2	19.76	20.20	20.66
	3	20.49	20.95	21.42
	4	21.21	21.69	22.18
	5	21.90	22.39	22.89
Group 2 Cash MSR Receptionist	1	20.77	21.24	21.72
	2	21.55	22.03	22.53
	3	22.33	22.83	23.34
	4	23.11	23.63	24.16
	5	23.88	24.42	24.97
Group 3 PBO Senior MSR Loans Clerk	1	22.66	23.17	23.69
	2	23.50	24.03	24.57
	3	24.35	24.90	25.46
	4	25.22	25.79	26.37
	5	26.07	26.66	27.26
Group 4 Loans Officer	1	26.91	27.52	28.14
	2	27.92	28.55	29.19
	3	28.94	29.59	30.26
	4	29.94	30.61	31.30
	5	30.96	31.66	32.37

**Eight percent (8%) isolation pay is additional to Hourly Wage Grid. Effective January 1st, 2017 the isolation pay will increase to ten percent (10%).*

***Employees will move up one (1) step on the grid on January 1st of each year. Once an employee reaches the top step of their grid they will be eligible for the performance bonus. The maximum increase would be the top step of their grid. Employees will move one (1) step up the grid on January 1st, 2019.*

*****Performance Bonus: On January 1st of each year each employee that has reached the "Top" of their pay range will be eligible for a performance bonus of up to three point five percent (3.50%) based on the total of their annual performance review percentage.*

APPENDIX B
Excluded Employees

- Chief Executive Officer
- Vice President, Human Resources
- Manager, Human Resources
- Manager, Risk
- Chief Credit Officer
- Branch Manager, Queen Charlotte City
- Branch Manager, Masset
- Assistant Branch Manager, Queen Charlotte City
- Assistant Branch Manager, Masset
- Commercial Account Manager

APPENDIX C
Mission Statement Re: Bullying

- (1) The parties agree that all workers, including employees covered by the collective agreement have the right to work in a respectful environment free from bullying and are committed to working cooperatively to achieve that goal.
- (2) If any employee in the bargaining unit feels that they are being bullied, either by fellow employees or any excluded employees or workers, then the employee will be entitled, within ninety (90) days, to contact the VP, Human Resources. If the employee would prefer to have their union representative deal with the issue then the union steward or staff representative will be entitled to contact the VP, Human Resources, directly. The employee or the union representative will particularize the complaint, the Employer will investigate the complaint and if it determines that the complaint is substantiated in whole or in part then it will take whatever appropriate action it deems necessary to remedy the complaint. A meeting will then be held with the employee and/or the union representative to explain the disposition of the complaint. These matters will be dealt with on a confidential basis but it may be necessary to provide details of the complaint to others as deemed necessary by the Employer or the Union.
- (3) The Employer will continue to educate all workers, including employees in the bargaining unit, on the need to maintain a respectful workplace free from bullying and harassment. The parties agree that such inappropriate conduct is detrimental to all workers in the organization. Eliminating bullying and harassment requires commitments by the Employer, all workers and with respect to the employees covered by the collective agreement, the Union. Accordingly, all parties will be involved in the process of eliminating bullying and harassment in the workplace.
- (4) Unsettled issues arising out of a complaint under this letter of understanding may be referred by either party to mediation for settlement. If the parties are unable to agree on a mediator either party may apply to the Labour Relations Board to have a mediator assigned.