

COLLECTIVE AGREEMENT

BETWEEN

Westminster Savings Credit Union



(Hereinafter termed the "Employer")

- and -

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION LOCAL 378**



(Hereinafter termed the "Union")

Term: January 1, 2013 to December 31, 2016

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THIS AGREEMENT ENTERED INTO THIS DAY OF , 20

BETWEEN: WESTMINSTER SAVINGS CREDIT UNION
(hereinafter referred to as the "Employer")
PARTY OF THE FIRST PART

AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378
(hereinafter referred to as the "Union")
PARTY OF THE SECOND PART

ARTICLE 1 PURPOSE

Section 1

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees, to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Employer and its employees and in recognition whereof the Parties hereto covenant and agree as follows:

Section 2

Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off, discharge or otherwise because of race, colour, creed, national origin, age, sex or marital status.

ARTICLE 2 UNION SECURITY AND RECOGNITION

Section 1

This Agreement shall apply solely to office and clerical employees in the Credit Union Branch at 2850 Shaughnessy Street, Port Coquitlam, B.C. and at #200- 20201 Loughheed Highway, Maple Ridge, B.C., for which the Union is certified under the Labour Relations Code, and shall be binding on the Employer and their respective successors and assigns.

Section 2

The Employer agrees that all employees as per Section 1 above, as a condition of employment, shall become and remain members of the Union within thirty (30) days from the date of employment.

Section 3

Assignment of Wages and Employee Information

The Employer will honour written assignments of wages for Union dues, initiation fees and general membership assessments and shall remit such to the union monthly together with the following information as to the persons from whose pay such deductions have been made:

- a) Name
- b) Address
- c) Monthly salary
- d) Amount of dues deducted
- e) Job classification
- f) Employee status
- g) Date of hire
- h) Telephone number
- i) New hires
- j) Terminations
- k) Seniority.

The Union will use the above wage and personal information solely for the purpose of collective bargaining and administering the collective agreement and no other purpose.

ARTICLE 3 UNION AND EMPLOYER REPRESENTATION

Section 1

The Employer shall recognize three (3) regular employees at each Branch, at least one of whom shall be full-time at each Branch, elected or appointed by the Union to act as Job Steward(s). Only one (1) Job Steward shall act in each Branch at a time.

These employees must have completed their probationary period of employment.

The Union shall inform the Employer, in writing, of the names of the Job steward(s).

Section 2

The Job Steward may, within reason, investigate and process grievances or confer with the Representatives of the Union regarding such grievances during regular working hours without loss of pay. The Steward will obtain permission from their immediate supervisor for such purposes and such permission will not be unreasonably denied.

Section 3

Committees

- (a) Each Party to this Agreement shall appoint a Standing Committee.
- (b) The Union's Committee shall be composed of not more than three (3) regular employees who have completed their probationary period and are Union members.
- (c) Each Party shall notify the other by letter, of the names of their Committee members and any changes which may take place from time to time.
- (d) The purpose of the Standing Committees shall be to meet together at the request of either Committee to discuss matters related to the administration of the Collective Agreement and to attempt to resolve any problems that may arise or can be foreseen. A decision by the Union's Standing Committee must be confirmed by an Official Representative of the Union, to bind the Union.
- (e) Mediation
 - 1. The Employer and the Union agree to refer appropriate grievances to mediation.

2. Mediation will be undertaken only once the committee and grievance processes are exhausted.
3. Both parties will share equally the cost of this process.
4. It is understood that either party may withdraw from this process at any time.
5. Resolutions under this process are without prejudice and without precedent, unless agreed otherwise by the parties.

ARTICLE 4 RIGHTS OF THE EMPLOYER

Section 1

The Union recognizes the right of the Employer to operate the business and direct the working force subject to the provisions of this Agreement and the right of the Union or employees to grieve, as provided in Articles 18 and 19.

Nothing herein contained shall limit the statutory powers and duties of the Directors of the Employer under the Company Act, Section 141, Sub-Section 1, which provides:

- (1) "The directors shall, subject to this Act and the articles of the company, manage or supervise the management of the affairs and business of the company."

Actual direction of the office staff will be under the authority delegated by the Board of Directors to the President and CEO who, in turn, may delegate any portion of these duties and authority to others in managerial and/or supervisory capacity.

ARTICLE 5 DEFINITION OF EMPLOYEES

Section 1

Probationary Period. All regular employees shall be considered probationary for one hundred twenty (120) working days of employment. These periods may be extended by mutual agreement between the Employer and the Union.

Section 2

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

Section 3

Part-time Regular. An employee hired to work regular hours or days on a continuing basis monthly at a minimum of sixty (60) hours.

Section 4

Temporary. A temporary employee is one so informed by the Employer at the start of employment. Temporary employment shall be for a specified period not exceeding ninety (90) calendar days duration, except for temporary assignments known to be longer than ninety (90) calendar days duration such as maternity or long-term illness leaves, and except when extended by mutual agreement between the Union and the Employer.

A temporary employee reaching regular status will have rights under this Agreement which are based on length of service or seniority dated from the start of continuous employment.

Section 5

Casual. Casual employees shall be those employees who are hired for extra emergency help that

maybe required from time to time.

ARTICLE 6 HOURS OF WORK AND OVERTIME

Section 1

- (a) The work week shall be thirty-seven and one-half (37 1/2) hours worked on five (5) consecutive days during the period Monday to Saturday inclusive.
- (b) A work day shall be a maximum of eight (8) hours between the hours of 8:00 a.m. and 8:00 p.m.
- (c) It is agreed that the determination of the starting time of 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 a permanent change in existing hours of work or shifts, the Employer agrees to give at least fifteen (15) days' notice of any change.

Section 2

A minimum of one half (1/2) hour lunch period will be provided and taken within the three (3) hours in the middle of the regular working day. Precise time to be arranged between the Employer and employee.

Section 3

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.

Section 4

Overtime Premiums

- a) Time worked in excess of the standard day shift shall be paid for at time and one-half (1 1/2) the employee's straight time hourly rate for the first two (2) hours and two (2) times the straight time hourly rate thereafter.
- b) Time worked by an employee on the employee's scheduled day off shall be paid for at time and one-half (1 1/2) the employee's straight time hourly rate for the first two (2) hours and two (2) times the straight time hourly rate thereafter.
- c) Time worked on a Sunday shall be paid for at two (2) times the employee's straight time hourly rate.
- d) Time worked on a holiday provided for in Article 7 or a day in lieu of such holiday shall be paid for at two (2) times the employee's straight time hourly rate plus one (1) day's regular pay.
- e) Call-outs An employee called back to work after having completed a regular day's work, or from a regular day off, or from vacation shall be paid at the applicable overtime premium specified in this Section for a minimum of four (4) hours or for time worked, whichever is greater.
Travel time to and from the employee's residence will be considered time worked.
- f) Overtime work must be authorized by the Manager or his/her authorized representative.

Section 5

An employee who works overtime beyond a regular shift shall be allowed a one (1) hour paid meal period in which to eat the meal at his/her straight time hourly rate of pay, provided such 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.

Section 6

Employees who work overtime may take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight-time equivalent to the overtime earnings.

Section 7

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.

ARTICLE 7 STATUTORY HOLIDAYS

Section 1

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

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

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government.

Should one (1) of the above holidays fall on an employee's normal day(s) off, the employee shall receive an additional day or day(s) off, with pay to be taken adjacent to the employee's normal day(s) off or at a time mutually agreed between the employee and the Employer.

- (b) Seniority will govern when more than the allowable number of employees request the same day off in lieu of holiday, giving due consideration to the efficient operation of the Credit Union.

Section 2

In the event any of the holidays in Section 1 occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

ARTICLE 8 ANNUAL VACATION AND LONG SERVICE SUPPLEMENTARY VACATIONS

Section 1

- (a) The vacation year shall be January 1st to December 31st. Employees commencing employment January 1st to June 30th shall be credited with a vacation year. Those employees commencing employment July 1st to December 31st shall not receive credit for a vacation year until the following vacation year but shall receive a prorated vacation pursuant to Section 2(a).

- (b) Vacations shall be taken at any time in the vacation year in which they are earned subject to the provisions of Section 3.

Section 2

Regular full-time employees shall receive paid vacations in accordance with the following entitlements:

- (a) In the first vacation year of employment, an employee shall accrue one (1) day's paid vacation per month worked. Pay for such vacation shall be at four percent (4%).
- (b) An employee must complete six (6) months' service before being allowed to take a vacation.
- (c) In the second to fifth vacation year of service inclusive, an employee shall earn fifteen (15) working days' paid vacation in each vacation year.
- (d) In the sixth to tenth vacation year of service inclusive, an employee shall earn a paid vacation of twenty (20) working days' in each vacation year.
- (e) In the eleventh to fifteenth vacation year of service, an employee shall earn a paid vacation of twenty-five (25) working days.
- (f) In the sixteenth vacation year of service and in each vacation year thereafter, an employee shall earn a paid vacation of thirty (30) working days.

Section 3

Should an employee request a vacation in excess of the amount earned, the employee shall sign an authorization permitting the Employer to recover pay for un-earned vacation should the employee terminate prior to the end of the vacation year.

Section 4

- (a) Upon termination of employment, an employee shall be paid vacation pay on the basis of a percentage of gross earnings to date of termination less pay for paid vacation in excess of amount earned. The percentage of gross earnings shall be as follows:
 - Section 2(a) four percent (4%)
 - Section 2(c) six percent (6%)
 - Section 2(d) eight percent (8%)
 - Section 2(e) ten percent (10%)
 - Section 2(f) twelve percent (12%)
- (b) Employees who work part of the year and employees who take leave pursuant to Article 9, Section 4 for periods longer than twelve (12) weeks shall have vacation pay prorated pursuant to part (a) of this Section.

Part-time employees vacation pay will be calculated on the same basis as for a full-time employee with the same calendar years of service. For example, a part-time employee will be entitled to three (3) weeks' vacation after one (1) year of service (see Section 2 above) paid at the rate of six (6%) percent of gross earnings. Effective January 1, 2013, part-time vacation pay will be paid on each pay period.

Section 5

Senior employees shall be given preference in the selection of vacation periods.

Employees who wish to take their vacation in broken periods instead of one (1) period may do so subject to the following:

- (a) The periods are a minimum of five (5) working days' or multiples of a full week.
- (b) Employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only one (1) vacation period shall be selected by seniority until all

employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacations in two (2) separate periods shall select the second period in order of seniority.

Section 6

Upon request, in writing, employees shall be permitted to bank five (5) working days of vacation and take it in the following year subject to the following:

- (a) There must be special circumstances warranting the banking of vacation, i.e. normal practice shall require the use of vacation entitlement in accordance with the schedule.
- (b) The banked vacation shall be taken at a time mutually agreed upon.

Section 7

Long Service Supplementary Vacation Plan

- (a) After completing ten (10) or more years of continuous service with the Employer, an employee shall, in addition to the regular vacation to which he/she is entitled, become eligible to receive a supplementary vacation with pay each five (5) years, as set forth below:

<i>Years of Completed Continuous Service</i>	<i>Week(s) of Supplementary Vacation</i>
After ten (10)	One (1) week
After fifteen (15)	One (1) week
After twenty (20)	Two (2) weeks

- (b) The supplementary vacation may be taken in conjunction with the regular vacation to which the employee is entitled, provided such regular vacation is not scheduled to be taken during the months of July and August, in which event the supplementary vacation shall be taken at a time to be agreed upon by the Employer and the employee.
- (c) The supplementary vacation must be taken prior to the employee becoming eligible for his/her next earned period of supplementary vacation, as provided for in paragraph (a) above.
- (d) One (1) week's supplementary vacation pay shall be equal to one (1) week's salary of the employee's regular job at the time the vacation is taken.
- (e) An employee who becomes ill while on vacation shall have his/her vacation cancelled from the day of becoming eligible for coverage under the salary insurance plan provided under Article 10, Section 1(b).

ARTICLE 9 LEAVE OF ABSENCE

Section 1

Union Business Leave of absence without pay may be granted to employees for the purpose of attending to Union business with the approval of the Employer or his/her authorized Representative. The Union will request such leave by giving the Employer at least two (2) weeks' notice.

Section 2

Bereavement Leave

- (a) In case of death in the immediate family of a full-time or part-time employee, the employee shall be granted leave of absence without loss of pay for up to five (5) days for immediate family members and any person who lives with an employee as a member of the employee's family.

Immediate family shall be: employee's fiancé, spouse, mother, father, guardian, son, daughter, step-children, foster children, sister, brother, mother-in-law, father-in-law, step parents, grandparents and grandchildren. It also includes common-law spouses, same sex partners and their children as long as they live with the employee as a member of the employee's family.

- (b) In the case of grand parents-in-law, sister-in-law, brother-in-law, niece, and nephew, 3 days leave of absence with pay shall be granted upon request.
- (c) The leave of absence will not be charged against paid sick leave or annual vacation entitlement.
- (d) Any relatives not mentioned in the above section to be entitled up to one day leave of absence to attend a funeral without loss of pay.

Section 3

Jury Duty

Full-time regular employees and part-time regular employees summoned to Jury Duty or subpoenaed as court witness, shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned, had they worked on such days. Employees on Jury Duty shall furnish the Employer with such statements of earnings as the Courts may supply.

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked.

Total hours on Jury Duty and actual work on the job in the office in one (1) day shall not exceed normal working hours for purposes of establishing the basic work day.

Any time worked in the office in excess of the combined total of eight (8) hours, shall be considered overtime and paid as such.

Section 4

Maternity Leave/Parental Leave

Maternity Leave/Parental Leave of absence without pay in the case of pregnancy, parenting shall be granted in accordance with the Employment Standards Act. Such leave will not affect sick leave entitlement or seniority. All maternity leave of absence requests shall be, in writing, and shall show the last day to be worked and the expected date of return to work.

Section 5

Special Leave Without Pay

- (a) Upon written application and when the requirements of the Employer's service will permit, an employee may be granted a leave of absence without pay, for a period of up to sixty (60) calendar days. Under such leaves, the employee shall retain and continue to accrue seniority.
- (b) Such leaves may be extended for an additional period of up to sixty (60) calendar days when approved by the Employer. Seniority will accrue during such extension.

- (c) Leave of absence will only be considered provided that all vacation entitlement accrued days in lieu of statutory holidays have been taken.

ARTICLE 10 BENEFIT PLANS AND SICK LEAVE

Section 1

- (a) All full-time regular and part-time employees scheduled to work sixty (60) hours or more per month shall become entitled to coverage under Westminster Savings myChoice Benefits Program, or equivalent benefit plan in place from time to time, once the employee in question has completed sixty (60) working days of employment. For the purposes of coverage, spouse is defined as spouse by marriage, or any other formal union recognized by law. Only one spouse can be covered at a time.
- (b) myChoice Benefits Program- details of the specific benefits within the program are contained in plan documents provided through the Employer by the benefits provider and include:
- Medical Services Plan of British Columbia
 - Extended Health Care - Option 2
 - Optional Accident Insurance
 - Group Life - Option 3
 - Dental Care - Option 2
 - Salary Insurance (STD) and (LTD) Premium costs are fully paid by the employee.

On ratification Vision Care will be increased by \$100 for Option 2 coverage.

- c) Health Credits are provided to employees to purchase their choice of benefit and level of coverage in each category of benefit
1. All full-time regular employees will be provided with sufficient Health Credits to cover the aforementioned benefits
 2. Part-time regular employees will receive fifty percent (50%) of full-time credits
- d) Annual Review -If, in the twelve (12) months prior to re-enrolment in the plan, a part-time regular employee has worked eighty percent (80%) or greater of the total annual hours expected of a full-time regular employee, then the Health Credits provided to that employee for the next year of coverage under the Plan will be at the same level as those provided to a full-time regular employee.
- e) Benefit coverage is only continued during Leave of Absence without pay if the employee pays the benefit premiums in advance. Where an employee is off work and entitled to benefits, coverage will be continued providing the employee pays his/her share of the premiums. If the plan in place requires the insurance carrier to assume the costs, the employee requirement to pay is waived.

Section 2

Pension Plan

The Employer agrees to maintain the current Pension Plan in effect or an equivalent plan for full-time regular and part-time regular employees scheduled to work sixty (60) hours per month or more.

Section 3

Incidental Illness and Family Responsibility Leave

For the purposes of this section family is defined as all family living with the employee as well as children, grandchildren, parents and grandparents. As per the employers medical leave policy and where the ill family member cannot be left alone and there is no one else to care for the family

member.

Full time regular employees who are unable to work because of illness shall receive pay on the following basis:

- a. During the ten (10) working days waiting period to become eligible for salary insurance full salary paid by the Employer.
- b. Upon becoming eligible for salary insurance, an employee will receive two thirds (2/3's) salary from the insurance plan for the duration of illness in accordance with the provisions of the plans. **It is the responsibility of the employee to complete and file the necessary application forms to receive payment.**
- c. The employee, upon request of the Employer, shall provide proof of illness which involves paid leave
- d. In addition to the wage coverage up to short and long term disability, all employees on the payroll as at January 1st, of each year will be given credit for twelve (12) Incidental & Family Responsibility days for that year. New employees starting during the year shall receive a pro-rated portion calculated at one (1) day per month to a maximum of twelve (12) days. New employees shall not be covered during their probation period, but upon completion of their probationary period they will be reimbursed for any lost wages due to illness, up to that year's maximum entitlement.
- e. It is understood that employees granted twelve (12) days "credit" on January 1st, of each year are actually "earning" those days at one (1) day per month. Upon termination of employment an employee having used more sick days than "earned" shall be required to reimburse the Employer from his/her final pay.

ARTICLE 11 SALARY POLICY

Section 1

Employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix "A" which is part of this Agreement. The steps in the salary ranges are the minimum amounts to be paid an employee in accordance with Section 5 of this Article and shall not be construed to mean an employee may not be advanced to the next step in his/her salary range before having the required service.

Section 2

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.

Section 3

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

Section 4

Promotional Increases

Upon promotion, an employee's salary will be at a step in the higher salary range which will ensure a minimum of forty dollars (\$40.00) per month increase. Promotional increases will be effective from the day the employee assumes the new position.

When an employee is promoted to Group V where there are no steps, the employee shall be placed in a position calculated with a minimum salary increase of one hundred (\$100.00) dollars. An employee in Group V shall move based on merit increase. An employee in this Group shall be at the job rate in no more than 36 months subject to Section 5 of this Article.

Section 5

Salary Progression

Following language in effect until April 1, 2014

Salary Progression

- (a) Except as provided in paragraph (b) following, employees shall progress to each such succeeding step in the salary range for their job group in accordance with the service required to qualify for such step.
- (b) An employee placed on a step in their salary range at a point higher than they would qualify for length of service (on being hired, or promoted in accordance with Section 4 of this Article) shall move to the next step in their salary range upon completion of the required service following such placement, subject to paragraph (c) of this Section.
- (c) Advancement from one (1) salary step to another may be withheld due to inadequate performance under the following circumstances:
 - the employee has been counselled regarding inadequate performance following his/her last job service salary increase; and notice of intent to withhold the next service salary increase is given to the employee and the Union one (1) month prior to the date such increase is due.
- (d) When employees restore their performance they shall be advanced to the next step in their salary range on a non-retroactive basis.

New Language effective April 1, 2014

- (a) All salary level increases are effective April 1, each year.
- (b) There are four key points in a salary range:
 - The Entry Rate is the minimum salary in the range where new hires and relatively inexperienced recent hires or employees promoted to a new job/higher level would expect to be

- Level One is the point in the range that an employee with a Successful or better performance rating can expect to attain after one (1) calendar year (200 part time shifts) in a job
 - Level Two is the point in the range that an employee with a Successful or better performance rating can expect to attain after two (2) calendar years (400 part time shifts) in a job
 - Maximum of the range, or Level Three is the point in the range that an employee can expect to attain, after completion of a minimum of three (3) calendar years (600 part time shifts) in a job with a Successful or better performance rating in each year
- (c) Except as provided in paragraph (d) following, employees with successful or better performance rating shall progress to each succeeding level in the salary range for their job in accordance with the service required to qualify for such levels. As an example, an employee hired September 1, 2013 will move to Level 1 on April 1, 2015 having completed one year of service.
- (d) An employee placed on a level in their salary range at a point higher than they would qualify for length of service (on being hired or promoted in accordance with Section 4 of this Article) shall move to the next level in their salary range upon completion of the required service following such placement, subject to paragraph c of this section.
- (e) Advancement from one (1) salary level to another may be withheld due to inadequate performance under the following circumstances:
- The employee has been counseled regarding inadequate performance following his/her last level increase and notice of intent to withhold the next level increase is given to the employee and the union one (1) month prior to the date such increase is due
- (f) When employees restore their performance they shall be advanced to the next level in their salary range on the following April 1, on a non-retroactive basis

Section 6

- a) An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate as determined by Section 4 aforementioned, for the period so employed. This provision shall not apply for brief relief periods of two (2) days or less.

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.

- b) **Training and Cross-Training**
An employee assigned to a higher job classification on a temporary basis for the purposes of cross-training shall not be entitled to the higher rate salary and shall maintain his/her salary level and regular position so long as the transfer to the cross-training position does not exceed one hundred and twenty (120) working days, the one hundred and twenty (120) day period may be extended by mutual agreement.
- c) The provision of cross-training will not be used or apply to an employee who is filling a vacancy and will not be used to replace incumbents.
- d) Training premium of seven and one-half (\$7.50) dollars per day-to be paid to the individual designated as trainer required to train employees when requested by management.

Section 7

A part-time employee who becomes full-time shall be placed on the appropriate salary range at a step in length of service consistent with his/her length of accumulated service as determined by Article 14, Section 4.

Section 8

Salary Policy on Recalls and Demotions

- a) Employees recalled to their former position or to a position having the same salary range shall receive the current rate for the step in the salary range which they held at the time of lay-off.
- b) Employees recalled who accept a position in a salary range which is lower than for their former position, shall be paid at a step in the salary range commensurate with their service at lay-off.
- c) An employee who transfers to a position in a lower salary range for reasons ascribable to the employee shall be paid a salary in accordance with paragraph (b) above.

Section 9

Employees who, for reasons set out in Article 17, 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 12 JOB POSTING

Section 1

- a) Notice of all job vacancies within the bargaining unit shall be posted on the Intranet for at least three (3) working days. The notice shall indicate job title, category, and salary, and a brief outline of the duties involved.
- b) An employee may currently bid on vacant positions which may involve a promotion, lateral transfer, a lower classification or a change to the weekly work schedule.

Section 2

- a) The Employer will fill job vacancies from within the bargaining unit providing employees who apply for positions have the required qualifications. Preference in selection shall be from full-time regular and part-time regular employees, in that order.
- b) All bids on posted job vacancies shall be, in writing, or on a form provided by the Employer.

Section 3

Selections for job vacancies, training and/or cross-training shall be made on the basis of qualifications and ability to do the job, and seniority, in that order. In the event two (2) or more employees have similar abilities, the employee with the greatest seniority shall be selected.

Section 4

When promoted to a higher position an employee shall be allowed a trial period of up to sixty (60) working days if the position is in groups 1, 2 or 3 and up to one hundred and twenty (120) working days if in group 4 or higher. Should the employee be considered unsuitable during the trial period, he/she shall be returned to his/her former position or one of equal rank. Salary shall be at the service step paid prior to promotion or the step they might have achieved by service had they not been promoted.

ARTICLE 13 LAY-OFF AND RECALL

Section 1

Should the Employer decide to reduce the number of office staff the employee with the least amount of seniority in a position shall be the first laid-off from that position. The employee may displace another employee in a position at the same or lower job level providing he/she has the qualifications to perform the job functions satisfactorily and has greater seniority than the employee to be displaced.

Section 2

Regular full-time and part-time employees shall be given notice of lay-off or pay in lieu of notice in accordance with the Employment Standards Act. Such payments in lieu of notice does not relieve the Employer from any other obligations or payments to which the employee is entitled under this Agreement.

Section 3

All regular employee(s) with six (6) months' or more 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.

Section 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 he/she is qualified.

Section 5

- a) Notice of recall to an employee on the recall list shall be sent by registered mail to the employee's last known address. An employee on the recall list may be bypassed when the employee fails to respond to the notice within five (5) calendar days of its having been sent to the employee's last known address.
- b) An employee bypassed under the foregoing conditions shall be kept on the recall list for his/her remaining recall period.

ARTICLE 14 SENIORITY

Section 1

Seniority shall mean length of continuous service, with the Employer and its predecessors.

Section 2

Upon completion of the probationary period, employees shall be entitled to all rights and privileges of this Agreement and the employee's seniority shall be effective from the original date of employment.

Section 3

An employee who leaves the bargaining unit to fill a position excluded from the unit, and who subsequently returns to the unit, shall be credited with seniority held at date of leaving the

bargaining unit if they return to the bargaining unit within one (1) year after leaving.

Section 4

No seniority shall accrue for short terms of temporary work except where a temporary or casual employee becomes a full-time regular employee without a break in service. In such cases seniority shall start from the last date the employee started as a temporary or casual employee assuming the employee has satisfied the probation period. Part-time seniority shall accrue on the basis of one (1) day for each day worked regardless of the number of hours worked in each day.

Section 5

An employee laid-off and placed on the recall list under Article 13, Section 3, will retain and continue to accumulate seniority during the period of lay-off.

Section 6

An employee on approved leave of absence for the following reasons will continue to accrue seniority:

Union Business	Article 9, Section 1
Special Leave without Pay	Article 9, Section 5
Maternity Leave/Parental	Article 9, Section 4
Incidental Illness & Family Responsibility Leave	Article 10, Section 3

Section 7

Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

Section 8

Seniority will be lost and the employee terminated when an employee:

- a) receives severance pay in accordance with this Agreement;
- b) voluntarily terminates his/her employment;
- c) is discharged for just and reasonable cause;
- d) if on lay-off for more than six (6) months;
- e) does not return to work on the date specified following an approved leave of absence other than for medical reasons, in which case a Doctor's certificate is required;
- f) after a lay-off fails to report for work within (5) working days after being recalled by a registered letter sent to the address last provided by the employee to the Credit Union;
or
- g) uses an authorized leave of absence for a purpose other than that for which the leave was granted.

ARTICLE 15 GENERAL PROVISIONS

Section 1

Bulletin Board will be made available for use by the Union and the Employer for the purpose of posting notices and/or correspondence relating to general Union/Employer activities.

Section 2

No Strikes or Lockouts

The Employer shall not cause or direct any lockout of employees during the life of this Agreement

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Term: January 1, 2013 – December 31, 2016

and neither the Union nor any representative thereof, nor any employee shall in any way authorize, encourage or participate in any strike, walkout, suspension of work, or slow down on the part of any employee or group of employees during the life of this Agreement.

Section 3

Disciplinary Action

Should it become necessary for management to discuss with an employee a matter which could result in disciplinary action being taken the employee shall be advised of his/her right to have the Job Steward present or employee if steward is not available.

The employee shall have the right to have such discussions held in private. Any written disciplinary communication given to an employee for purposes of the employee's personnel file shall be copied to the Union.

Section 4

Picket Lines

It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of his/her duties to refuse to cross a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such picket line.

ARTICLE 16 DISCHARGE, TERMINATION AND SUSPENSION

Section 1

It is hereby agreed that the Employer has the right to discharge, suspend or otherwise discipline an employee for just cause without notice or pay in lieu of notice. Reasons for action taken under this Section will be given, in writing.

Section 2

If a regular employee is terminated except as provided in Section 1 above, said employee shall receive two (2) weeks' written notice immediately prior to the date of termination, or the equivalent in wages. If notice is given immediately prior to the vacation period of any employee, such employee shall receive two (2) weeks' wages, at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits.

Section 3

If, upon investigation by the Union and the Employer, or by decision of an Arbitration pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged or suspended, the affected employee shall be, subject to the award of such arbitration or pursuant to the mutual findings of the Union and the Employer, re-instated to his/her former position without any loss of seniority or rank. Compensation for lost salary shall be as mutually agreed between the Employer and the Union or as decided by Arbitration.

Section 4

Employees are expected to provide the Employer with two (2) weeks' notice of intention to terminate in order to provide adequate time to obtain a replacement.

ARTICLE 17 TECHNOLOGICAL CHANGE AND SEVERANCE PAY

Section 1

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

Section 2

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

Section 3

In cases where the retraining of an employee is not practical, or where 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 13, Section 3.

Section 4

Severance Pay as provided for in Section 5, shall be due and payable immediately upon termination to an employee who elects for termination of employment pursuant to Section 3.

Section 5

- a) Severance Pay shall be paid to employees with one 1 year 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 for each year of service for the first five (5) years, two (2) weeks per year thereafter to a maximum of twenty five (25) weeks. Effective January 1, 2012 twenty five (25) shall become twenty eight (28) weeks. Effective April 1, 2013 twenty eight (28) weeks shall become thirty (30) 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 his/her severance pay entitlement upon termination or expiration of recall.

ARTICLE 18 GRIEVANCE PROCEDURE

Section 1

Grievance means any difference or dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement, whether between the Employer and any employee or employees bound by the collective Agreement or between the Employer and the Union.

Section 2

Grievances shall be settled in the following manner:

- a) If the employee has a grievance against the Employer the procedure for settlement shall commence at Step 1.

- b) If the Employer or Union has a grievance the procedure for settlement shall commence with Step 3.

STEP 1: The employee involved shall first take up the grievance with the supervisor directly in charge of the work within ten (10) working days of the circumstances giving rise to the grievance.

The employee may be accompanied by a Job Steward or Representative of the Union,

The Employer shall give a decision within ten (10) working days of such meeting,

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 ten (10) working days following the decision rendered at Step 1,

The Grievor along with the Office Committee and/or the Union Representative shall meet with the designated management persons to attempt to settle the matter. The Employer shall give a decision within ten (10) working days of such meeting.

STEP 3:

- a) If the grievance is not resolved at Step 2, it shall be referred to the Representative of the Union and a Representative of the Employer within ten (10) working days of the decision rendered at Step 2. Failing settlement within ten (10) working days of receipt of grievance at this step, either Party may refer the matter to Arbitration as provided in Article 19.
- b) In the event a dispute is initiated by the Employer or the Union, the initiating Party shall notify the other Party, in writing, of the nature of the dispute and such notice shall be given within five (5) working days of the circumstances giving rise to the dispute unless the Parties agree to an extension of time. Failing settlement within ten (10) working days of receipt of notice, either Party may refer the dispute to Arbitration as set forth in Article 19.

STEP 4: In the event the matter remains outstanding after full utilization of either Step 3(a) or 3(b) the Party wishing to proceed to Arbitration, must within ten (10) working days, notify the other Party that they are proceeding to Arbitration. This shall be done, in writing.

Section 3

Except as provided in Section 4 following, a grievance not advanced to the next step under Section 2, within the time limits specified shall be considered abandoned, and all further recourse to the grievance procedure forfeited.

Section 4

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

ARTICLE 19 ARBITRATION

Section 1

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

- b) The Parties to this Agreement hereby agree to use the services of a Single Arbitrator as a means of settling grievances and disputes.

Section 2

The Party desiring Arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Section 2, Step 3 of Article 18. The notice shall set out the question(s) in the opinion of the Party seeking Arbitration, to be arbitrated, as well as a list of three (3) names of proposed Arbitrators.

Section 3

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

Section 4

Upon agreed appointment of an Arbitrator, or appointment by the Labour Relations Board, the Arbitrator shall hear the Parties, settle the terms of question(s) to be arbitrated, if necessary, and make his award in writing, to each of the Parties and the award shall be final and binding on the Parties. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

Section 5

Each Party shall pay their own costs and expenses of the Arbitration and one-half (2) the remuneration and expenses of the Arbitrator.

ARTICLE 20 DURATION

Section 1

This Agreement shall be in full force and effect from and including January 1, 2013, to and including December 31, 2016 and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding expiration, or immediately preceding January 1st, in any subsequent year, by written notice to the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective Agreement or a new collective Agreement.

Section 2

It is mutually agreed by the Parties to exclude from this Agreement the operation of Section 50(2) and (3) of the Labour Relations Code.

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

Name: Dana Chan

Name: D. Melsness

Title: SVP, HUMAN RESOURCES & CORPORATE SECRETARY

Title: Union Representative

Date: FEBRUARY 24, 2014

Date: March 10, 2014

Name

J. Whalley

Name

R. [Signature]

Title

AVP, Human Resources

Title

Financial Services Representative

Date

February 24, 2014

Date

12 Mar 2014.

APPENDIX A – April 1, 2013

The following wage grid is effective April 1, 2013 (2% general wage increase) It applies to all employees who have not reached the maximum rate of pay at thirty-six (36) months by April 1, 2013. Such employees will progress through the increment range based upon their anniversary date as per past practice. **Effective April 1, 2014 this wage grid is no longer effective.**

JOB CLASSIFICATIONS AND SALARY RANGES FULL-TIME AND PART-TIME EMPLOYEES ON BENEFITS

Group	position	Entry	12 mos	24 mos	36 mos	Merit max
	Student rate	12.89				
	Trainee CSR					
	Annual	31685				
	Monthly	2640				
	Hourly	16.25				
1	CSR					
	Annual	33827	36366	38905	41443	
	Monthly	2819	3031	3242	3454	
	Hourly	17.35	18.65	19.95	21.25	
2	CSC					
	Annual	37304	39522	42099	44461	
	Monthly	3109	3293	3508	3705	
	Hourly	19.13	20.27	21.59	22.80	
3	Sr CSR					
	Annual	38679	41391	44100	46810	
	Monthly	3223	3449	3675	3901	
	Hourly	19.84	21.23	22.62	24.01	
4	FSR					
	Annual	38846	42424	46002	49581	
	Monthly	3237	3535	3834	4132	
	Hourly	19.92	21.76	23.59	25.43	
5	PAM					
	Annual	48824	52111	55396	58683	64597
	Monthly	4069	4343	4616	4890	5383
	Hourly	25.04	26.72	28.41	30.09	33.13

FORMULA FOR PART-TIME HOURLY RATES: Annual rate divided by 1950.

PART-TIME EMPLOYEES will be paid 6% in lieu of Statutory Holidays/Floater and Sick Leave. This will be in addition to the above hourly rates.

PART-TIME EMPLOYEES: All part-time regular employees shall start at the start rate of pay and move through the salary scales based on accrued days, i.e. one (1) year increment two hundred (200) days, three (3) month increment fifty (50) days, as per Article 14, Section 4. Vacation days shall be classed as days worked.

APPENDIX A – April 1, 2013

The following wage grid is effective April 1, 2013 (2% general wage increase) It applies to all employees who have reached the maximum rate of pay at thirty-six (36) months by April 1, 2013,

JOB CLASSIFICATIONS AND SALARY RANGES FULL-TIME AND PART-TIME EMPLOYEES ON BENEFITS

Group	Position	Entry	Level 1	Level 2	Level 3	Merit max
	Student rate					
	Trainee CSR <i>Annual</i>					
	<i>Monthly</i>					
	<i>Hourly</i>					
1	CSR <i>Annual</i>				41809	
	<i>Monthly</i>				3484	
	<i>Hourly</i>				21.44	
2	CSC <i>Annual</i>				46712	
	<i>Monthly</i>				3893	
	<i>Hourly</i>				23.95	
3	Sr CSR <i>Annual</i>				49813	
	<i>Monthly</i>				4151	
	<i>Hourly</i>				25.55	
3	FSR <i>Annual</i>				49813	
	<i>Monthly</i>				4151	
	<i>Hourly</i>				25.55	
5	PAM <i>Annual</i>				58683	64596
	<i>Monthly</i>				4890	5383
	<i>Hourly</i>				30.09	33.13

FORMULA FOR PART-TIME HOURLY RATES: Annual rate divided by 1950.

PART-TIME EMPLOYEES will be paid 6% in lieu of Statutory Holidays/Floater and Sick Leave. This will be in addition to the above hourly rates.

PART-TIME EMPLOYEES: All part-time regular employees shall start at the start rate of pay and move through the salary scales based on accrued days, i.e. one (1) year increment two hundred (200) days, three (3) month increment fifty (50) days, as per Article 14, Section 4. Vacation days shall be classed as days worked.

APPENDIX A – April 1, 2014

JOB CLASSIFICATIONS AND SALARY RANGES FULL-TIME AND PART-TIME EMPLOYEES ON BENEFITS

The following wage grid is effective April 1, 2014 (2.4% general wage increase). It applies to all employees. Such employees will progress through the increment range based upon their service and performance at April 1, 2014.

Group	Position	Entry	Level 1	Level 2	Level 3	Merit max
	Student rate	13.20				
	Trainee CSR					
	Annual	32446				
	Monthly	2704				
	Hourly	16.64				
1	CSR					
	Annual	34639	37363	40089	42812	
	Monthly	2887	3114	3341	3568	
	Hourly	17.76	19.16	20.56	21.96	
2	CSC					
	Annual	38200	41411	44621	47833	
	Monthly	3183	3451	3718	3986	
	Hourly	19.59	21.24	22.88	24.53	
3	Sr CSR/FSR					
	Annual	39778	43521	47265	51009	
	Monthly	3315	3627	3939	4251	
	Hourly	20.40	22.32	24.24	26.16	
5	PAM					
	Annual	49996	53361	56726	60091	66147
	Monthly	4166	4447	4727	5008	5512
	Hourly	25.64	27.36	29.09	30.82	33.92

FORMULA FOR PART-TIME HOURLY RATES: Annual rate divided by 1950.

PART-TIME EMPLOYEES will be paid 6% in lieu of Statutory Holidays/Floater and Sick Leave. This will be in addition to the above hourly rates.

PART-TIME EMPLOYEES: All part-time regular employees shall start at the start rate of pay and move through the salary scales based on accrued days, i.e. one (1) year increment two hundred (200) days, three (3) month increment fifty (50) days, as per Article 14, Section 4. Vacation days shall be classed as days worked.

APPENDIX A – April 1, 2015

JOB CLASSIFICATIONS AND SALARY RANGES FULL-TIME AND PART-TIME EMPLOYEES ON BENEFITS

The following wage grid is effective April 1, 2015 (2.6% general wage increase). It applies to all employees. Such employees will progress through the increment range based upon their service and performance at April 1, 2015.

Group	Position	Entry	Level 1	Level 2	Level 3	Merit max
	Student rate	13.55				
	Trainee CSR					
	Annual	33289				
	Monthly	2774				
	Hourly	17.07				
1	CSR					
	Annual	35540	38334	41131	43926	
	Monthly	2962	3195	3428	3661	
	Hourly	18.23	19.66	21.09	22.53	
2	CSC					
	Annual	39193	42487	45781	49077	
	Monthly	3266	3541	3815	4090	
	Hourly	20.10	21.79	23.48	25.17	
3	Sr CSR/FSR					
	Annual	40812	44653	48494	52335	
	Monthly	3401	3721	4041	4361	
	Hourly	20.93	22.90	24.87	26.84	
5	PAM					
	Annual	51296	54749	58201	61654	67867
	Monthly	4275	4562	4850	5138	5656
	Hourly	26.31	28.08	29.85	31.62	34.80

FORMULA FOR PART-TIME HOURLY RATES: Annual rate divided by 1950.

PART-TIME EMPLOYEES will be paid 6% in lieu of Statutory Holidays/Floater and Sick Leave. This will be in addition to the above hourly rates.

PART-TIME EMPLOYEES: All part-time regular employees shall start at the start rate of pay and move through the salary scales based on accrued days, i.e. one (1) year increment two hundred (200) days, three (3) month increment fifty (50) days, as per Article 14, Section 4. Vacation days shall be classed as days worked.

APPENDIX A – April 1, 2016

JOB CLASSIFICATIONS AND SALARY RANGES FULL-TIME AND PART-TIME EMPLOYEES ON BENEFITS

The following wage grid is effective April 1, 2016 (2.75% general wage increase). It applies to all employees. Such employees will progress through the increment range based upon their service and performance at April 1, 2016.

Group	Position	Entry	Level 1	Level 2	Level 3	Merit max
	Student rate	13.92				
	Trainee CSR					
	<i>Annual</i>	34205				
	<i>Monthly</i>	2850				
	<i>Hourly</i>	17.54				
1	CSR					
	<i>Annual</i>	36517	39388	42262	45133	
	<i>Monthly</i>	3043	3282	3522	3761	
	<i>Hourly</i>	18.73	20.20	21.67	23.15	
2	CSC					
	<i>Annual</i>	40217	43656	47040	50426	
	<i>Monthly</i>	3351	3638	3920	4202	
	<i>Hourly</i>	20.62	22.39	24.12	25.86	
3	Sr CSR/FSR					
	<i>Annual</i>	41935	45881	49827	53774	
	<i>Monthly</i>	3495	3823	4152	4481	
	<i>Hourly</i>	21.51	23.53	25.55	27.58	
5	PAM					
	<i>Annual</i>	52707	56254	59801	63349	69733
	<i>Monthly</i>	4392	4688	4983	5279	5811
	<i>Hourly</i>	27.03	28.85	30.67	32.49	35.76

FORMULA FOR PART-TIME HOURLY RATES: Annual rate divided by 1950.

PART-TIME EMPLOYEES will be paid 6% in lieu of Statutory Holidays/Floater and Sick Leave. This will be in addition to the above hourly rates.

PART-TIME EMPLOYEES: All part-time regular employees shall start at the start rate of pay and move through the salary scales based on accrued days, i.e. one (1) year increment two hundred (200) days, three (3) month increment fifty (50) days, as per Article 14, Section 4. Vacation days shall be classed as days worked.