

# COLLECTIVE AGREEMENT

Between



And



(Canadian Office & Professional Employees, Local Union 378)

**December 1, 2016 to November 30, 2019**

**COLLECTIVE AGREEMENT**

**BETWEEN: VantageOne Credit Union**

**AND: Canadian Office and Professional Employees Union, Local 378**

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This Agreement entered into this 1<sup>st</sup> day of December, 2016

BETWEEN: **VantageOne 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;*

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## **ARTICLE 1 — PURPOSE**

- 1.1** 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 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:
- 1.2** 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, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity, gender expression or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

## **ARTICLE 2 — UNION SECURITY AND RECOGNITION**

- 2.1** This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified and shall be binding on the Employer and the Union and their respective successors and assigns.
- 2.2** The Employer agrees that all employees covered under this Agreement, as a condition of employment shall, within thirty (30) days' from the date of employment, become and remain members of the Union.
- 2.3** The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement, shall, as a condition of employment within thirty (30) days' from the date of employment, become and remain members of the Union.
- 2.4** Assignments 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) Monthly salary
- c) Amount of dues deducted
- d) Job classification (home position)
- e) Employee Status
- f) Date of Hire
- g) New Hires
- h) Terminations
- i) Promotions
- j) Demotions
- k) Employee on Extended Leave of Absence

Such information shall be supplied by the Employer electronically.

- 2.5** Acquainting New Employees
- a) The Employer will advise new employees of the existence of the Local Union and of the requirements of membership which arise out of the agreement.
  - b) In order to acquaint the Employee with the Union, the employer will ensure that all new employees have, within thirty (30) calendar days of hire, the opportunity to meet with a Union Representative during normal work hours at the Employee's work place, for a maximum of thirty (30) minutes.
  - c) It is understood between the Parties that the attendants to the above mentioned meeting shall be the Employee and the Union only.



## **ARTICLE 3 — UNION REPRESENTATION**

### **3.1 No Discrimination for Union Activity**

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

**3.2** The Employer shall not participate in or interfere with the administration of the Union.

**3.3** The Employer shall recognize regular employees elected or appointed by the Union to act as Job Stewards. 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). It is understood that there must be one (1) full-time employee as a Steward.

**3.4** The Job Steward(s) may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay. The Steward(s) will obtain permission from their immediate supervisor before leaving their work area for such purposes and such permission will not be unreasonably denied.

- 3.5**
- a) The Employer will schedule staff meetings quarterly at which information, training, and other matters of concern will be addressed.
  - b) Such meetings will be scheduled during an evening between Monday and Thursday with a minimum of one (1) weeks' notice by posting on the staff bulletin board.
  - c) Employee attendance at such meetings will not result in additional cost to the Employer.
  - d) The purpose of the meetings will be to provide staff with input and information about changes in member services and to resolve employee concerns.
  - e) Agenda items will be identified in advance wherever possible.

### **3.6 Standing Committee**

- 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 Committee shall be to meet together at the request of either Committee to discuss matters related to the administration of the collective Agreement (such as Education Leave, Work Loads, etc.) 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.

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

## **ARTICLE 4 — RIGHTS OF THE EMPLOYER**

**4.1** 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, 19 and 20.

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

*"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** Actual direction of the office 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 executive capacity.

## ARTICLE 5 — DEFINITION OF EMPLOYEES

**5.1 Probationary Period** — An employee shall be considered probationary for the employee's first ninety (90) working days'. This period may be extended by mutual agreement between the Employer and the Union.

**5.2 Full-Time Regular Employees** — All employees hired to work on a regular full-time basis.

**5.3 Part-time Regular Employees** —

- a) All employees hired to work regular hours or days on a continuing basis but who work less than the normal working hours in a month.
- b) These employees shall be covered by all conditions of this Agreement, except as follows:
  - Vacations — see Article 8, Section 3
  - Benefit Plans and Sick Leave — included in wage rates, for those working less than sixty (60) hours per month, see Appendix "B".
- c) Every effort will be made to schedule part time regular employees to qualify for benefits as provided for under Clause 10.1 (c) of this Collective Agreement.
- d) Any hours in addition to the hours required above will be scheduled on the basis of seniority.
- e) Employees may decline to work additional hours 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. In instances where the most junior employee is not available for reasons of health, the employee next above on the seniority list cannot decline to work.

**5.4 Temporary Employees**— 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 three (3) months' duration, except when replacing for temporary periods due to extended leave, maternity leave, parental leave, long-term illness or 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.

## ARTICLE 6 — HOURS OF WORK AND OVERTIME

- 6.1**
- a) The work week shall be thirty-six and one-half (36.5) 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 7:00 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 two (2) weeks notice of any change.
  - d) Notwithstanding 6.1(c) above, where a position with a staggered start time has more than one full time regular incumbent, the most senior full time regular employee in the position will have the choice of start time. Once the choice of shift has been made, the senior employee may not use seniority to "bump" a more junior employee from a start time.

For purposes of administration of this Clause, staggered starts in place prior to the ratification of this collective agreement shall remain in place until such time as a change to those shifts is made.

- e) All work schedules will be posted a minimum of two (2) weeks in advance of their effective dates.

### **6.2 Meal Breaks**

- a) For full-time employees, one (1) hour unpaid lunch period will be scheduled for each employee between the hours of 11:00 a.m. and 2:00 p.m.
- b) For part-time employees in excess of five (5) hours' worked, one (1) hour unpaid lunch period at the employee's option, at time of scheduling

### **6.3 Relief Periods**

- a) For full-time employees:
  - 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.
- b) For Part-time employees:
  - two (2) to five (5) hours' worked - one (1) fifteen (15) minute rest period shall be provided without loss of pay;
  - in excess of five (5) hours' work - two (2) fifteen (15) minute rest periods shall be provided without loss of pay;

## 6.4 Overtime Premiums

- a) Time worked in excess of the standard day shift or thirty-six and one-half hours (36.5) shall be paid for at time and one-half (1.5) 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 two (2) times the employee's straight time hourly rate (the sixth (6<sup>th</sup>) day of work).
- 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) All overtime work covered under this Section must be authorized by the employee's supervisor and overtime will be on a voluntary basis.

**6.5** An employee who works overtime beyond a regular shift shall be allowed a one-half (1/2) hour paid meal period in which to eat the meal at the employee's overtime 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.

**6.6** 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.

## ARTICLE 7 — STATUTORY HOLIDAYS

- 7.1** a) The Employer agrees to provide all full-time employees with the following Statutory Holidays, without loss of pay:

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

and any other day that may be stated a legal holiday by the Provincial and/or Federal Government. Should one of the above holidays fall on an employee's normal day(s) off, the employee shall receive another paid day(s) off from work at a time mutually agreed with the Employer. The Employer reserves the right to schedule part-time employees to work, at the regular part-time rates, on Easter Monday.

- b) Seniority by department will govern when more than the allowable number of employees request the same day off in lieu of a holiday, giving due consideration to the efficient operation of the Credit Union.
- c) Floating Holiday
- i. In addition to the holidays stipulated in Section 1(a) above, following completion of the probationary period stipulated in Article 5, Section 1, an employee will be entitled to one (1) paid holiday in each year of service. This shall be known as a "floating" holiday and shall be taken at a time mutually agreed between the Employer and the employee. Employees shall not be entitled to a "floating" holiday should the Federal or Provincial Government proclaim another general holiday in addition to those set out in Section 1(a) above.
  - ii. Floaters provided in the Agreement, to be posted in conjunction with the vacation list as outlined in Article 8.4.
- 7.2** Should one of the above holidays fall on an employee's normal day off, or during the period of an employee's vacation, the employee shall receive another paid day off. Where the Statutory Holiday occurs during an employee's vacation period, then the vacation shall be extended to include the day in lieu of the Statutory Holiday.

**ARTICLE 8 — ANNUAL VACATION**

- 8.1** a) The vacation year shall be January 1st to December 31st.
- b) Vacation shall be taken in the vacation year in which it is being earned subject to the provisions of Section 6 of this Article, with no restriction to any period of the vacation year, except as provided elsewhere in this Article.
- c) Vacation pay shall be at current salary for the number of days vacation when vacation is taken.
- d) It is the Part Time employee's responsibility to notify the Credit Union on the timesheet submitted on the Wednesday before the final pay period prior to taking vacation if the employee wants any accumulated vacation pay in that pay period.
- 8.2** a) Regular full-time employees shall receive paid vacations in accordance with the following entitlements.

<b>YEARS OF SERVICE</b>	<b>VACATION ACCRUED</b>
1 <sup>st</sup> year of employment	1.25 days/month worked, to maximum of 15 days
2 <sup>nd</sup> to 5 <sup>th</sup> vacation year	15 working days vacation
6 <sup>th</sup> to 10 <sup>th</sup> vacation year	20 working days vacation
11 <sup>th</sup> to 16 <sup>th</sup> vacation year	25 working days vacation
17 <sup>th</sup> vacation year and each year thereafter	30 working days vacation

- b) In the first (1st) vacation year of employment:
- i. An employee must complete six (6) months' service before being allowed to take a vacation.
  - ii. If an employee leaves prior to becoming entitled to fifteen (15) days' vacation, the pay shall be at four percent (4%) of gross earnings.
  - iii. If the six months service is completed in the first (1st) vacation year, the employee may carry over part of the employee's vacation accrual to the second (2nd) vacation year, but the amount carried over shall not exceed five (5) days'.
  - iv. Employees who start service on July 1st or later shall take their first vacation year accrual in their second vacation year of service.
- 8.3** Part-time Regular employees shall receive the same number of calendar days of vacation as a Full-time Regular employee with the same amount of vacation years' service. Part-time vacation pay to be two per cent (2%) per week of entitlement.



**8.4** The Employer shall post a vacation list by November 1st each year. The deadline for applying for vacation shall be December 15<sup>th</sup> each year. Not later than December 31st, the Employer shall notify employees whether or not the vacation periods selected are approved. Any selections made thereafter will not be by seniority but on a first come first served basis and taken at a time mutually agreed between the Employer and employee. All employees shall make their final vacation selection by May 31st, in each calendar year.

**8.5** Senior employees shall be given preference by department in the selection of vacation period. Employees may submit approval for vacation as follows:

a) The periods are a minimum of one (1) full week or multiples of a full week. Employees may break down one of the weeks of vacation.

b) Employees shall select their vacation periods in order of seniority as defined in Article 8.5 above, 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.

c) Subsequently, those employees who have chosen to take their vacations in more than one period shall select the next period in order of seniority.

d) The Employer is prepared to look at mid-week to mid-week, vacation applications on the following basis –They must be made in advance, special circumstances must apply and they will be subject to operational requirements.

e) Vacation by Department

i. Commercial Services which includes commercial account manager, commercial assistants and commercial representative – Three bargaining unit employees may be on vacation at one time, except that only one employee from each job may be on vacation at any one time.

ii. Member Services (excluding Call Centre) – 2 bargaining unit employees may be on vacation at one time.

iii. Retail Services which includes Account Managers and Retail Services Support, shall be permitted vacation as follows:

- Retail Account Managers – 2 bargaining unit employees may be on vacation at one time.
- Retail Services Support – 1 bargaining unit employee may be on vacation at one time.

iv. In all other departments, one (1) bargaining unit employee may be on vacation, exclusive of part-time employees in the department.

v. Subject to operational requirements, the employer may increase the number of employees on vacation as set out above.

- f) Vacations which are booked in the peak vacation period of June 15 to September 15, shall be limited to a maximum of two (2) weeks on a first selection basis and must be booked in the period between November 15th and December 15th and confirmed by the Employer by December 31st.
- g) Additional time will be available beyond two (2) weeks if approved. The Standing Committee may be involved in resolving disputes under this Section.

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

**8.7** Banked Vacation

- a) Employees shall be permitted to bank up to five (5) working days' vacation to be taken in the following vacation year.
- b) The banked vacation shall be taken at a time mutually agreed upon with the Employer.

**8.8** Supplemental Vacation

- a) Regular full-time employees who have completed twenty (20) years' service shall receive a one-time only supplemental vacation of five (5) days with pay to be taken at a mutually agreeable time.
- b) Regular full-time employees who have completed twenty-five (25) years of service shall receive a one-time only supplemental vacation of five (5) days with pay to be taken at a mutually agreeable time.

## **ARTICLE 9 — LEAVE OF ABSENCE**

### **9.1 Paid and Unpaid Leave for Job Stewards and Union Officers**

- a) Job Stewards can carry out their duties representing employees of VantageOne Credit Union without loss of pay during regular business hours and it shall be considered as time worked.
- b) Time spent by Job Stewards beyond their regular hours will not be paid for by the Employer.
- c) Before carrying out duties during regular working hours, the Job Steward will first obtain permission from the Manager or the manager's designate at the Job Steward's location. Such permission will not be unreasonably withheld. Job Stewards may carry out their duties upon prior notification being given to the Manager or the manager's designate at the Job Steward's location. It is understood that Job Stewards will carry out their duties in a manner as to cause a minimum of interference to normal job duties and business operations.

### **9.2 Leave of Absence for Union or Labour Conventions**

Subject to maintenance of operations, Job Stewards and/or other elected Officers of the Union who regularly work for the Employer, and who are elected or appointed to attend Union or Labour Conventions, will be granted leave of absence without pay to attend such conventions provided reasonable notice is provided to the Employer. The Union agrees that remaining Employees in a work area affected by the granting of leave under this provision will cooperate with the Employer to minimize the effect of leave granted to Job Stewards and/or other elected Officers under this section.

### **9.3 Miscellaneous Leave of Absence**

- a) Job Stewards and/or other elected Officers of the Union may receive leave of absence without pay at the discretion of and prior arrangement with their Manager for other activities not specifically identified above.
- b) Job Stewards and/or elected Officers of the Union who regularly work for the Employer and who are assigned to the Standing Committee, will be paid by the Employer for all time spent on such Committee during regular working hours. The time spent beyond regular hours will not be paid for by the Employer.
- c) Time spent by Job Stewards and Union Officers, who are engaged in legitimate Union activities during work hours will not be referenced in their performance appraisals.

### **9.4 Notice to Employer**

With respect to leaves referred to in 9.2 and 9.3 above, every effort will be made to provide the applicable manager with not less than ten (10) working days written notice, where possible.

## 9.5 Reimbursement for Wages

To facilitate the administration of this clause, when a leave of absence without pay is granted, the Employer will continue an employee's normal salary, subject to the timely reimbursement by the Union for all direct and indirect costs associated with such leave.

## 9.6 Bereavement Leave

- a) In the case of death in the immediate family of a full-time or part-time employee, an employee must request time off in the usual manner. Upon application, the employee shall be granted leave of absence without loss of pay, provided the employee was scheduled for work during the leave period for up to five (5) consecutive business 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, parent, guardian, children, step-children, foster children, sibling, parent-in-law, step-parents, grandparents and grandchildren. It also includes common law spouses, and 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 grandparents-in-law, sibling-in-law, niece and nephew three (3) day's 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 (1) day leave of absence to attend a funeral without loss of pay.

## 9.7 Jury Duty

- a) Any regular full-time or part-time Regular employee who is required to perform jury duty or a subpoenaed court witness on a day on which the employee would have worked will be reimbursed by the Employer for the difference between the pay received for such duties and the employee's regular straight time rate of pay for the employee's regularly scheduled hours of work.
- b) It is understood that such reimbursement shall not be for hours in excess of the regular work day or work week. The employee will be required to furnish proof of payment made for the said duties.
- c) Hours paid for under the provisions of this Section will be counted as hours worked toward qualification for vacations and recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

## **9.8 Maternity Leave/Parental Leave**

- a) Employees can apply for a leave of absence, without pay, in cases of Maternity and/or Parental Leave in accordance with the Employment Standards Act.
- b) Such leave will not affect seniority or sick leave.
- c) All leave of absence shall be, in writing, four (4) weeks prior to commencement of leave, and shall show the last day to be worked and the expected date of return to work.
- d) Employees commencing Maternity/Parental Leave will have vacation pay calculated as a percentage of gross earnings.
- e) Vacation pay will not be adjusted to a percentage of gross earnings if the leave is for seven (7) weeks or less.

## **9.9 Special Leave Without Pay**

- a) Upon written application an employee may be granted a leave of absence without pay for a period not to exceed twenty (20) weeks. Such leave will not be unreasonably denied.
- b) Under such leave, the employee shall accumulate seniority for three (3) months and, thereafter the employee's seniority shall be maintained for the duration of the employee's leave.
- c) Employees on Special Leave will have vacation pay calculated as a percentage of gross earnings.
- d) Vacation pay will not be adjusted to a percentage of gross earnings if the leave is for seven (7) weeks or less.
- e) Benefit coverage may be continued during this extended period providing the employee pays the full cost of the premiums monthly in advance.
- f) Notwithstanding a) to e) above, such leaves will not be granted for the purposes of allowing an employee to work for another employer.
- g) Requests will be answered by the Employer within two (2) weeks of such requests being made.

## **9.10 Transitioning Leave**

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo the medical or non-medical procedure(s) related to a physical and/or emotional change from one gender to another shall be granted a leave of absence without loss of service or seniority. The employee may apply for short and/or long term disability coverage, as per Clause 10.4 of the Collective Agreement.

## 9.11 Compassionate Care Leave

### Preamble:

The Employer shall grant, upon request, unpaid Compassionate Care Leave in accordance with the Employment Standards Act, as amended from time to time.

- a) In this section, "family member" means:
  - i. A member of an employee's immediate family, and
  - ii. Any other individual who is a member of a prescribed class.
- b) An employee who requests leave under this section is entitled to up to 8 weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after
  - i. The date the certificate is issued, or
  - ii. If the leave began before the date the certificate is issued, the date the leave began.
- c) The employee must give the employer a copy of the certificate as soon as practicable.
- d) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (b) begins.
- e) A leave under this section ends on the last day of the week in which the earlier of the following occurs;
  - i. The family member dies;
  - ii. The expiration of 26 weeks or other prescribed period from the date the leave began.
- f) A leave taken under this section must be taken in units of one or more weeks.
- g) If an employee takes a leave under this section and the family member to whom subsection (b) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (b), and subsection (c) to (f) apply to the further leave.
- h) Under such leave, the employee shall accumulate seniority for three (3) months and, thereafter the employee's seniority shall be maintained for the duration of the employee's leave.
- i) Employees on Compassionate Care Leave will have vacation pay calculated as a percentage of gross earnings.
- j) Vacation pay will not be adjusted to a percentage of gross earnings if the leave is for seven (7) weeks or less.
- k) Benefit coverage may be continued during this extended period providing the employee pays the full cost of the premiums monthly in advance.
- l) Changes to the Employment Standards Act in the area of Compassionate Care Leave will be implemented through the Standing Committee.

## ARTICLE 10 — BENEFIT PLANS AND SICK LEAVE

**10.1** All Full-time and Part-time Regular employees shall become eligible for coverage under the Employer's benefits program listed under this Section as outlined below.

- a) For purposes of coverage of common-law spouses, the Parties must have lived together under the same roof for a term of one (1) year or otherwise established by the carrier. Employees must notify the Employer when the common-law arrangement is terminated.
- b) Entitlement to coverage is determined by the carrier.
- c) Part-time Regular employees must work an average of sixty (60) hours or more per month to qualify for benefits under this Section.

**10.2** On the first day of the month following ninety (90) working days of employment, employees will be enrolled in all plans listed below:

- a) Benefit Plans — (Details of the plans are contained in brochures provided by the Employer)
  - i. Medical Services Plan of British Columbia
  - ii. Extended Health Benefit Plan
  - iii. Orthotics to a maximum of \$200/year, as per carrier's policy
  - iv. Hearing Aids to a maximum of \$500/60 months, as per carrier's policy
  - v. Group Life Insurance
  - vi. Salary Insurance
  - vii. Dental Plan Option II – 75% Basic/50% Crowns/Bridges/Dentures
  - viii. Eye Glasses Benefit will be a maximum of \$600.00 every two (2) years, and includes eye examinations as follows:
    - Effective June 1, 2017: Adults once every 24 months, as per carrier's policy
    - Effective June 1, 2017: Child, 18 years and younger, once every 12 months, as per carrier's policy

**10.3** The premium cost sharing on the plans listed above shall be as follows:

- a) Employees of record prior to June 1, 2004:

BENEFIT	EMPLOYER'S SHARE	EMPLOYEES' SHARE
Medical	100%	
Extended Health	100%	
Group Life Insurance	100%	
Salary Insurance		100%
Basic Dental Plan, Option II	100%	

- b) Effective June 1, 2004, new employees cost share of medical, dental and extended health coverage premiums shall be as follows:
- i. 1<sup>st</sup> year after qualifying for benefits - 60/40 (Employer/employee)
  - ii. 2<sup>nd</sup> & 3<sup>rd</sup> year - 75/25 (Employer/employee)
  - iii. 4<sup>th</sup> & 5<sup>th</sup> year - 90/10 (Employer/employee)
  - iv. 5 years and thereafter - 100% (Employer)

#### **10.4 Short Term Disability Leave**

- a) Full-time Regular employees who are unable to work because of illness shall receive pay on the following basis:
- i. During the ten (10) working day waiting period to become eligible for salary insurance, full salary paid by the Employer.
  - ii. Upon becoming eligible for salary insurance, an employee will receive two-thirds (2/3rds) salary from the insurance plan for the duration of illness in accordance with the provisions of the plan. It is the responsibility of the employee to complete and file the necessary application forms to receive payment.
  - iii. The employee, upon request of the Employer, shall provide proof of illness which involves paid leave.
- b) Part-time Regular employees who are unable to work because of illness shall receive pay on the following basis:
- i. During the fourteen (14) calendar day waiting period to become eligible for salary insurance, full salary paid by the Employer for all days scheduled for work during that period.
  - ii. Upon becoming eligible for salary insurance, an employee will receive two-thirds (2/3rds) salary from the insurance plan for the duration of illness in accordance with the provisions of the plan. It is the responsibility of the employee to complete and file the necessary application forms to receive payment.
  - iii. The employee, upon request of the Employer, shall provide proof of illness which involves paid leave.

#### **10.5 RRSP**

a) **Pension for Part-time Employees**

After two hundred (200) days' worked, the Employer shall contribute to an RRSP, separately set up. Except as described in (c) below, the RRSP will have no withdrawal privileges while an employee of the Employer. The Employer shall contribute eight and one-half percent (8.5%) of the employees gross earnings to such RRSP.



b) **Pension for Full-time Employees**

Upon completion of one (1) year's service the Employer shall contribute to an RRSP separately set up. Except as described in (c) below, the RRSP will have no withdrawal privileges while an employee of the Employer. The Employer shall contribute ten percent (10%) of the employee's gross earnings.

The employee may contribute five percent (5%) of the employee's gross earnings. Such employee contributions are optional.

- c) First-time home buyers have the option to make withdrawals from their RRSP for home purchase.

## ARTICLE 11 — SALARY POLICY

**11.1** Employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix "C" 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 the employee's salary range before having the required service.

**11.2 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, providing always that if the assignment of such duties changes the job content sufficiently to justify a review of the job evaluation results, the local Union shall be notified.

### 11.3 Job Evaluation

a) When a new position is established or the duties of an existing position are significantly changed, the Employer shall evaluate the position by assigning point values for each factor found in the corporate job evaluation tool. Following such evaluation, the position will be categorized in accordance with the total point value assigned by the tool, and the Union will be notified of the results.

b) A job evaluation result can be appealed by the incumbent or the Union on the basis described in the Job Evaluation Appeal Procedure. Where the results of the Appeal Board continue to be disputed by the incumbent or the Union, the dispute will be referred to expedited arbitration under Article 19.

**11.4 Promotional Increases** — Upon promotion, a fulltime employee will be paid at a step in the higher salary range which will ensure the following minimum dollars per month increase.

<b>GROUP</b>	<b>MINIMUM DOLLARS PER MONTH</b>
From Group 2 to Group 3	Thirty dollars (\$30.00) per month
From Group 3 to Group 4A	Fifty dollars (\$50.00) per month
From Group 4A to Group 4B	Fifty dollars (\$50.00) per month
From Group 4B to Group 5	Fifty dollars (\$50.00) per month
From Group 5 to Group 6	Fifty-five dollars (\$55.00) per month
From Group 6 to Group 7	Fifty-five dollars (\$55.00) per month

### 11.5 Salary Progression

a) Subject to paragraph (b) of this Section, full time employees shall move from step to step in their salary ranges upon completion of the following amounts of service at each step:

<b>Movement from Step to Step</b>	<b>Amount of Service Required</b>
From Start to 6 Month Pay Rate	Six Months
From 6 Month Pay Rate to 12 Month Pay Rate	Six Months
From 12 Month Pay Rate to 18 Month Pay Rate	Six Months
From 18 Month Pay Rate to 24 Month Pay Rate	Six Months
From 24 Month Pay Rate to 30 Month Pay Rate	Six Months
From 30 Month Pay Rate to 36 Month Pay Rate	Six Months
From 36 Month Pay Rate to 42 Month Pay Rate	Six Months

- b) Movement on the step grid for part time regular employees shall be as described in Appendix "A" of the Agreement.
- c) Subject to Article 18, advancement from one salary step to another may be withheld due to inadequate performance under the following circumstances:
  - i) the employee has been counselled regarding inadequate performance following the employee's last job salary increase; and
  - ii) 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 to the satisfaction of the Employer, they shall be advanced to the next step in their salary range on a non-retroactive basis.

**11.6** 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 above 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.

**11.7** A Part-time Regular employee who becomes full-time shall be placed on the salary range at a step consistent with the employee's seniority as determined by Article 14, Section 7.

**11.8 Salary Policy on Recalls & Demotions**

- a) Employees recalled to their former position or to a position having the same salary range shall receive the current rate for the step in the salary range which they held at the time of 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.

**11.9** 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

- 12.1** a) All job vacancies and lateral transfers will be posted. Temporary vacancies in excess of four (4) weeks for the purposes of Maternity Leave/Parental Leave and for Salary Insurance coverage when the Employer has been notified that the Leave will be in excess of four (4) weeks will be posted.
- b) Notice of job vacancies within the bargaining unit shall be posted on a bulletin board on the Employer's premises for at least five (5) working days. The notice shall indicate job title, category, and salary, and a brief outline of the duties involved. A copy of the notice shall be sent to the Chief Job Steward.
- c) An employee may bid on vacant positions which may involve a promotion, lateral transfer, or a lower classification.
- 12.2** 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.
- c) The name of the successful applicant shall be posted on the notice board.
- 12.3** Selections for job vacancies shall be made on the basis of 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. If a junior employee is selected by the employer over a senior employee, such junior employee must possess substantially and demonstrably more qualifications and abilities than the senior employee. When job selection has been made, a posting will be made showing the successful candidate with copies to the Job Steward(s).
- 12.4** Employees promoted to a higher position through job posting shall be allowed a trial period of up to ninety (90) working days if the position is in groups 1, 2 or 3, or one hundred twenty (120) working days if the position is group 4A or higher. Should they be considered unsuitable during the trial period, they shall be returned to their former position or one of equal rank and shall be paid their former salary plus any service increment they may have become entitled to had they not been promoted. The trial period may be extended by mutual agreement between the Employer and the Union.
- 12.5** Employees are to make the Employer aware of training preference for other positions within the bargaining unit subject to the employee's ability. The Employer will give consideration on a seniority basis when providing training.

## **ARTICLE 13 —LAY-OFF AND RECALL**

**13.1** 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 the employee has the qualifications to perform the job functions satisfactorily and has greater seniority than the employee to be displaced.

### **13.2 Lay-off**

- a) Temporary Lay-off — Regular full-time employees shall be given two (2) weeks' notice of lay-off or two (2) weeks' salary in lieu of notice.
- b) Permanent Lay-off — Regular full time employees who are laid off on a permanent basis and who choose not to be placed on the Recall List as noted in Clause 13.3 below, shall receive severance pay on the following basis:

For employees with two or more years' service, the amount of severance pay shall be one week at the employee's current regular salary for each year of service, to a maximum of thirteen (13) weeks.

**13.3** A regular full-time 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 by seniority for a period of six (6) months.

**13.4 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 the employee is qualified.

- 13.5**
- 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 three (3) calendar days of receiving it.
  - b) An employee bypassed under the foregoing conditions shall be kept on the recall list for the employee's recall period.

## **ARTICLE 14 — SENIORITY**

- 14.1** Seniority shall mean length of continuous service, with the Employer and its predecessors.
- 14.2** Except as provided in Section 3 following, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the unit for the purpose of determining seniority credit.
- 14.3** 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.
- 14.4** An employee who leaves the bargaining unit to fill a position with the Employer excluded from the unit by agreement between the Union and the Employer or the Labour Relations Code, shall be credited with accumulative seniority (seniority held at date of leaving the bargaining unit plus accrued credit from the date of re-entry to the unit). It is agreed that this provision shall apply for the probationary period in the management position.
- 14.5** 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.
- 14.6** An employee on approved leave of absence for the following reasons will continue to accrue seniority as follows:
- a) In instances of absence, for vacation entitlement, Bereavement Leave (Article 9(2)), Jury Duty (Article 9(3)) and Maternity Leave (Article 9(4)); seniority will be accumulated,
  - b) In instances of absence for Union business (Article 9(1), and Special Leave (Article 9(5)), Sick Leave Article 10(2)), seniority will be accumulated for three (3) months and thereafter maintained for the duration of the leave. Seniority will lapse where the employee fails to return to work upon expiration of the leave.
- 14.7** The part-time employee's seniority date shall be their commencement date of employment.
- 14.8** Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement and, in any event, not less than twice annually.

## ARTICLE 15 — GENERAL PROVISIONS

**15.1 Bulletin Board** — will be made available to the Union on the Employer's premises for the purpose of posting notices relating to general Union activities. All notices shall be submitted to the Credit Union before being posted. Approval shall not be withheld unreasonably by the Credit Union.

**15.2 No Strikes or Lockouts** — The Employer shall not cause or direct any lockout of employees during the life of this Agreement; and neither the Union or 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.

**15.3 Picket Lines** — It shall not be a violation of this Agreement or cause for discharge of any employee in the performance of the employee's duties to refuse to cross a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such picket lines.

**15.4 Disciplinary Action** — Should it become necessary to discuss with an employee a matter which could result in disciplinary action being taken, such discussion will be conducted in private. At the discretion of the employee or the Employer, a bargaining unit Union Job Steward may be present. Upon request of the employee, the substance of the Employer's complaint shall be given to the employee, in writing, at the time the discussion takes place. The employee will be given reasonable notice of the discussion. The employee will be given the opportunity to discuss such written complaint directly with a Union Job Steward before responding.

### 15.5 Doctor or Dentist Appointments

- a) Where a Full-time Regular employee is required to attend a Doctor or Dentist, in the immediate area during working hours, attendance at such appointment shall be without loss of pay. All employees shall make all reasonable efforts to schedule such appointments outside of working hours.
- b) Where a Part Time Regular employee is temporarily filling a Full time vacancy for at least 6 months or longer and is required to attend a Doctor or Dentist, in the immediate area during working hours, attendance at such appointment shall be without loss of pay. All employees shall make all reasonable efforts to schedule such appointments outside of working hours.
- c) Specialist Appointments – Where a full time regular employee is required to attend a specialist appointment, outside the immediate area during work hours, attendance at such appointment shall be without loss of pay, under the following conditions:
  - i. The employee has been referred by the employee's family doctor to a medical doctor who is a Specialist;
  - ii. No medical doctor who is a Specialist in the particular field required is practicing locally;



- iii. A maximum of one paid day per event or consultation will be in place.
- d) For an absence under this clause, the Employee, upon request by the Employer, shall provide proof of such appointment.

**15.6 Payroll** - Employer shall administer payroll on bi-weekly basis.

**15.7 Education** — When the Employer directs an employee to take a course, the Employer shall pay the full cost related to the taking of the course. Where an employee requests and is approved to take a course, the Employer shall provide fifty percent (50%) of the cost of tuition upon registration and fifty percent (50%) upon successful conclusion.

**15.8 Training Allowance** — Where an employee is required to provide training to another employee and training is not in the job description, the employee shall receive ten dollars (\$10.00) per day.

**15.9 Employee Loans**

a) All employees with greater than one year’s seniority shall be eligible to borrow money from the Credit Union, subject to the following conditions, at preferential rates of interest:

- (1) employees must satisfy the Credit Union’s standard qualifying requirements for the borrowing in question;
- (2) if a mortgage (or line of credit mortgage) is used with respect to the employee’s principal residence only;
- (3) whether loan, line of credit, mortgage or other borrowing facility is involved, the amounts will be documented and paid at the current (non-preferred) rate, but charged at the preferred rate, enabling employees to allocate more of each payment to principal; and
- (4) all preferred rates cease with respect to any employee who ceases to be an employee of the Credit Union for any reason, e.g. dismissal, resignation or otherwise.

b) **Maximum Amounts of Borrowing**

Such preferred rates shall be effective on the following dates to the following maximum amounts:

<b>Date</b>	<b>Loans/LOCs</b>	<b>Mortgages/LOC Mortgages</b>
December 1, 2012	\$40,000	\$250,000

c) **The Preferred Rates**

Effective June 1, 2004 eligible employees shall receive 1% below the current interest rates published from time to time by the Credit Union for Consumer Mortgage and Consumer Prime Lending Rates. Effective January 1, 2006, the percentage shall increase to 1.75% below such published rates. In no event shall such preferred rates result in an employee paying interest in an amount which is below Revenue Canada’s “prescribed rate”. The Credit Union agrees to implement such rates without the need

for re-working all lending documentation (i.e. by computer adjustment if possible), provided that each employee shall sign a document or form authorizing the preferred rate:

<b>Date</b>	<b>Loans/LOCs</b>	<b>Mortgages/LOC Mortgages</b>
June 1, 2004	1%	1%
January 1, 2006	1.75%	1.75%

### **15.10 Union Insignia**

A Union member shall have the right to wear a lapel pin with the recognized insignia of the Union.

### **15.11 Joint Occupational Health and Safety Committee**

- a) A Joint Union/Employer Committee shall be established. It shall be composed of two (2) representatives named by the Union and two (2) representatives named by the Employer. One (1) representative from each side shall serve as co-chairs. The Employer will act as the recording secretary.
- b) The Health and Safety Committee shall meet regularly at least once each month. In addition, the Committee shall hold meetings, upon mutual agreement of the Union and the Employer, to deal with unsafe, hazardous or dangerous conditions. Meetings shall be scheduled during normal hours of operation. Representatives of the Union shall suffer no loss of pay for attending such meetings, jobsite inspections or accident/incident investigations.
- c) Minutes of all Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer, the Union and the Workers' Compensation Board; and a copy shall be posted on the Corporate Intranet. All recommendations and requests from the Joint Health and Safety Committee shall be followed up by the co-chairs, who shall report thereon to the Committee.
- d) The Union and Employer shall co-operate in promoting and improving rules and practices which promote an occupational environment, which improves conditions and provides protection from factors adverse to employee health and safety.
- e) There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Health and Safety Article.

### **15.12 Occupational First Aid Requirements and Courses**

Where the Employer requires an employee to perform first aid duties, in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer and leave of absence to take the necessary course(s) shall be granted with pay.

## **ARTICLE 16 — DISCHARGE, TERMINATION AND SUSPENSION**

- 16.1** It is hereby agreed that the Employer has the right to discharge or suspend an employee for just cause and notice or pay in lieu of notice may be given in the event of such discharge, at the Employer's option.
- 16.2** If a regular employee is terminated except as provided in Section 1 above, said employee shall receive written notice immediately prior to the date of termination, in conjunction with Article 13, Section 2.
- 16.3** 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, reinstated to the employee's 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.
- 16.4** 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**

- 17.1** 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.
- 17.2** 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 cost and without loss of pay to the affected employee.
- 17.3** 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.
- 17.4** Severance pay as provided for in Section 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.
- 17.5 Severance Pay**
- a) Severance Pay shall be paid to employees with two (2) years 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 to a maximum of thirteen (13) 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 the employee's severance pay entitlement upon termination or expiration of recall.

## ARTICLE 18 — GRIEVANCE PROCEDURE

**18.1** "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.

**18.2** Grievances shall be settled in the following manner:

- a) If the employee has a grievance against the Employer the procedure for settlement shall commence with Step 1.
- b) If the Employer or the Union has a grievance procedure for settlement shall commence with Step 3(b).

**STEP 1:** The employee involved shall first take up the grievance with the Manager 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 five (5) 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 griever and/or the Union and submitted to the management person(s) designated by the Employer within ten (10) working days following the decision rendered at Step 1. The griever, along with the Job Steward and/or the Union Representative, shall meet with the designated management person(s) 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 the grievance at this Step, either Party may refer the matter to arbitration as provided in Articles 19 and 20.

**STEP 3(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 ten (10) 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 or 20. Either Party must file its intention to proceed to Arbitration with the other within twenty (20) days of completion of Step 3(a) or (b).

**18.3** 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.

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

## **ARTICLE 19 — EXPEDITED ARBITRATION**

Where a difference arises between the parties regarding the interpretation, application or alleged violation of the collective agreement, such difference will be referred to Mark Atkinson who will investigate the matter, define the issues in the difference and make binding recommendation(s) to settle the difference.

## **ARTICLE 20 — ARBITRATION**

- 20.1** 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 arbitral 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.
- 20.2** 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.
- 20.3** 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 to appoint an Arbitrator.
- 20.4** Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated if necessary and shall deliver 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.
- 20.5** Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) the remuneration and expenses of the Arbitrator.

**ARTICLE 21 — DURATION**

- 21.1** This Agreement will be in full force and effect on and after the 1st day of December, 2016, up to and including the 30th day of November 2019, unless either Party serves written notice of termination upon the other Party hereto, at least sixty (60) days prior to the 30th day of November 2019 or sixty (60) days prior to the 30th day of November in any year subsequent thereto.
  
- 21.2** It is mutually agreed by the Parties specifically to exclude from this Agreement the operation of Section 50(2) and 50(3) of the Labour Code of British Columbia Act.

Signed at Vernon, BC this 11<sup>th</sup> day of August, 2017.

**SIGNED on BEHALF of the EMPLOYER**

*Party of the First Part;*

“Original Signed”  
Glenn Benischek, Chief Executive Officer

“Original Signed”  
Cheryl Turcotte, Board Chairman

**SIGNED on BEHALF of the UNION**

*Party of the Second Part;*

“Original Signed”  
Trevor Hansen, Union Representative

“Original Signed”  
Erik Grebliunas, Job Steward



**APPENDIX "A"**  
**Job Titles and Job Levels**

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<p><b>GROUP 1</b> Statement and File Clerk</p>	<p><b>GROUP 5</b> Account Manager I-<u>Commercial</u> Account Manager II-Retail Work Leader-<u>Commercial Services/Centralized Administration</u></p>
<p><b>GROUP 2</b> Information Representative-Retail Teller-Frontline Teller-Business Services</p>	<p><b>GROUP 6</b> Account Manager II-<u>Commercial</u> Account Manager III-Retail Systems Support Analyst <u>Credit Control</u></p>
<p><b>GROUP 3</b> Call Centre Representative Finance Administration Assistant-Clearing</p>	<p><b>GROUP 7</b> Account Manager III-<u>Commercial</u></p>
<p><b>GROUP 4A</b> Finance Admin Assistant-Payment Services Retail Services <u>Assistant</u> Work Leader-Member Services <u>Commercial</u> Service Representative</p>	<p><b>GROUP 8</b> Account Manager IV-<u>Commercial</u></p>
<p><b>GROUP 4B</b> Finance Administration Assistant <u>Commercial</u> Services Assistant</p>	

## APPENDIX "B"

### Rate Calculations

**1. CALCULATION OF HOURLY PT RATES** — Monthly salary x 12 ÷ 1898 hours

**2. CALCULATION OF BI-WEEKLY RATES** — Monthly salary x 12 ÷ 26 pay periods

### 3. PART-TIME REGULAR EMPLOYEES

- a) Hourly rate of pay shall be calculated by applying the above formula to the job group salary steps and then increase the result, by six percent (6%) during probation and ten percent (10%) thereafter, to compensate for Statutory Holiday pay and in lieu of the benefits set out in Article 10.
- b) Part time employees on benefits shall receive four point eight percent (4.8%) for statutory holidays.
- c) Part-time employees shall move through the salary scales based on the required accumulation of days, six (6) months = one hundred (100) days, twelve (12) months = two hundred (200) days, etc.

### 4. UNDERFILLED POSITION

- a) From time to time, VantageOne will underfill a position. It is understood that a decision on whether or not to underfill a position is strictly that of the employer.
- b) An Underfill is defined as an employee in a position for which the employee is not qualified.
- c) Such employee is designated as an Underfill and will be placed in an on-the-job training program meant to assist the employee in acquiring the skills needed to perform the work. The training program shall be outlined in writing and include a timeline for completion. This document shall be provided to the employee at the time the position is underfilled.
- d) Employees placed on such programs who are not successful in the new position will be returned to either their former position or another position within VantageOne, where possible and/or practical.
- e) Until the on-the-job program is complete, the employee will be paid as an Underfill, one pay grade below the job grade assigned to the position.
- f) The Employees direct Supervisor will meet monthly with the underfilled employee to review their progress in the training program as described in 4(c) above.

**6. GROUP 1 POSITIONS** Upon completion of eighteen (18) months' service, the employees in these positions shall be re-classified to Group 2 and paid at the eighteen (18) month salary step, with the exception of Clearing & Statement Clerks and Receptionist/Clerk positions.

**APPENDIX "C"**  
**Salary Ranges**

**APPENDIX "C"**  
**SALARY RANGES**

Effective Pay Period 24 2016		1.0%						
	Start	6MTH	12MTH	18MTH	24MTH	30MTH	36MTH	42MTH
<b>Group 1</b>								
Monthly	\$2,943.38	\$3,155.94	\$3,284.44	\$3,372.38	\$3,478.66	\$3,595.32	\$3,753.43	
Bi-Weekly	\$1,358.48	\$1,456.59	\$1,506.84	\$1,556.49	\$1,605.54	\$1,659.38	\$1,732.35	
P.T. 4.8%	\$19.50	\$20.91	\$21.63	\$22.34	\$23.05	\$23.82	\$24.88	
<b>Group 2</b>								
Monthly	\$2,943.38	\$3,155.94	\$3,284.81	\$3,406.08	\$3,525.32	\$3,630.30	\$3,798.79	
Bi-Weekly	\$1,358.48	\$1,456.59	\$1,506.84	\$1,572.03	\$1,627.08	\$1,675.53	\$1,753.29	
P.T. 4.8%	\$19.50	\$20.91	\$21.63	\$22.57	\$23.36	\$24.05	\$25.17	
<b>Group 3</b>								
Monthly	\$3,155.94	\$3,390.53	\$3,525.32	\$3,630.30	\$3,778.06	\$3,903.78	\$4,080.04	
Bi-Weekly	\$1,456.59	\$1,564.85	\$1,627.08	\$1,675.53	\$1,743.71	\$1,801.74	\$1,883.09	
P.T. 4.8%	\$20.91	\$22.46	\$23.36	\$24.05	\$25.04	\$25.87	\$27.04	
<b>Group 4A</b>								
Monthly	\$3,330.92	\$3,578.46	\$3,697.70	\$3,832.49	\$3,958.21	\$4,085.23	\$4,275.74	
Bi-Weekly	\$1,537.34	\$1,651.60	\$1,706.63	\$1,768.84	\$1,826.87	\$1,885.49	\$1,973.42	
P.T. 4.8%	\$22.08	\$23.71	\$24.50	\$25.40	\$26.22	\$27.07	\$28.33	
<b>Group 4B</b>								
Monthly	\$3,507.82	\$3,757.31	\$3,890.81	\$4,016.52	\$4,141.61	\$4,267.33	\$4,464.97	
Bi-Weekly	\$1,619.00	\$1,734.15	\$1,795.76	\$1,853.78	\$1,911.52	\$1,969.53	\$2,060.75	
P.T. 4.8%	\$23.24	\$24.89	\$25.79	\$26.61	\$27.44	\$28.27	\$29.58	
<b>Group 5</b>								
Monthly	\$3,684.73	\$3,936.17	\$4,083.94	\$4,200.57	\$4,325.00	\$4,449.42	\$4,654.20	
Bi-Weekly	\$1,700.65	\$1,816.70	\$1,884.89	\$1,938.73	\$1,996.15	\$2,053.58	\$2,148.09	
P.T. 4.8%	\$24.41	\$26.08	\$27.08	\$27.84	\$28.66	\$29.48	\$30.85	
<b>Group 6</b>								
Monthly	\$4,431.27	\$4,728.07	\$4,875.80	\$5,023.58	\$5,168.75	\$5,313.90	\$5,489.43	\$5,697.55
Bi-Weekly	\$2,045.20	\$2,182.20	\$2,250.38	\$2,318.58	\$2,385.58	\$2,452.57	\$2,524.35	\$2,629.64
P.T. 4.8%	\$29.36	\$31.33	\$32.31	\$33.28	\$34.25	\$35.21	\$36.24	\$37.75
<b>Group 7</b>								
Monthly	\$5,128.57	\$5,418.88	\$5,562.75	\$5,779.20	\$5,995.64	\$6,213.38	\$6,427.23	\$6,644.97
Bi-Weekly	\$2,367.04	\$2,501.02	\$2,567.42	\$2,667.32	\$2,767.22	\$2,867.71	\$2,968.42	\$3,068.92
P.T. 4.8%	\$33.99	\$35.90	\$36.85	\$38.29	\$39.72	\$41.17	\$42.58	\$44.03
<b>Group 8</b>								
Monthly	\$6,177.09	\$6,464.82	\$6,753.84	\$6,897.70	\$7,041.57	\$7,185.43	\$7,331.89	\$7,620.92
Bi-Weekly	\$2,850.97	\$2,983.76	\$3,117.16	\$3,183.55	\$3,249.96	\$3,316.35	\$3,383.95	\$3,517.35
P.T. 4.8%	\$40.94	\$42.83	\$44.75	\$45.70	\$46.66	\$47.60	\$48.59	\$50.49

## APPENDIX "C" SALARY RANGES

	1.0%							
	Start	6MTH	12MTH	18MTH	24MTH	30MTH	36MTH	
<b>Group 1</b>								
Monthly	\$2,972.82	\$3,187.50	\$3,297.09	\$3,406.10	\$3,513.45	\$3,631.27	\$3,790.97	
Bi-Weekly	\$1,372.07	\$1,471.16	\$1,521.91	\$1,572.06	\$1,621.59	\$1,675.97	\$1,749.68	
P.T. 4.8%	\$19.70	\$21.12	\$21.85	\$22.56	\$23.28	\$24.05	\$25.13	
<b>Group 2</b>								
Monthly	\$2,972.82	\$3,187.50	\$3,297.46	\$3,440.14	\$3,560.58	\$3,666.61	\$3,836.78	
Bi-Weekly	\$1,372.07	\$1,471.16	\$1,521.91	\$1,587.76	\$1,643.35	\$1,692.28	\$1,770.82	
P.T. 4.8%	\$19.70	\$21.12	\$21.85	\$22.80	\$23.59	\$24.29	\$25.42	
<b>Group 3</b>								
Monthly	\$3,187.50	\$3,424.43	\$3,560.58	\$3,666.61	\$3,815.84	\$3,942.82	\$4,120.84	
Bi-Weekly	\$1,471.16	\$1,580.50	\$1,643.35	\$1,692.28	\$1,761.15	\$1,819.76	\$1,901.93	
P.T. 4.8%	\$21.12	\$22.69	\$23.59	\$24.29	\$25.29	\$26.12	\$27.31	
<b>Group 4A</b>								
Monthly	\$3,364.23	\$3,614.24	\$3,734.68	\$3,870.81	\$3,997.79	\$4,126.08	\$4,318.50	
Bi-Weekly	\$1,552.71	\$1,668.12	\$1,723.69	\$1,786.53	\$1,845.14	\$1,904.34	\$1,993.15	
P.T. 4.8%	\$22.30	\$23.95	\$24.75	\$25.66	\$26.48	\$27.34	\$28.61	
<b>Group 4B</b>								
Monthly	\$3,542.90	\$3,794.88	\$3,929.72	\$4,056.68	\$4,183.02	\$4,310.00	\$4,509.62	
Bi-Weekly	\$1,635.19	\$1,751.49	\$1,813.72	\$1,872.32	\$1,930.63	\$1,989.23	\$2,081.36	
P.T. 4.8%	\$23.47	\$25.14	\$26.04	\$26.88	\$27.72	\$28.55	\$29.88	
<b>Group 5</b>								
Monthly	\$3,721.58	\$3,975.53	\$4,124.77	\$4,242.58	\$4,368.25	\$4,493.92	\$4,700.74	
Bi-Weekly	\$1,717.65	\$1,834.86	\$1,903.74	\$1,958.11	\$2,016.12	\$2,074.12	\$2,169.57	
P.T. 4.8%	\$24.66	\$26.34	\$27.33	\$28.11	\$28.95	\$29.78	\$31.15	
<b>Group 6</b>								
Monthly	\$4,475.59	\$4,775.35	\$4,924.55	\$5,073.81	\$5,220.43	\$5,367.04	\$5,524.13	\$5,754.53
Bi-Weekly	\$2,065.65	\$2,204.02	\$2,272.88	\$2,341.76	\$2,409.44	\$2,477.10	\$2,549.60	\$2,655.93
P.T. 4.8%	\$29.65	\$31.64	\$32.63	\$33.61	\$34.59	\$35.56	\$36.60	\$38.13
<b>Group 7</b>								
Monthly	\$5,179.85	\$5,473.07	\$5,618.37	\$5,836.99	\$6,055.60	\$6,275.51	\$6,491.50	\$6,711.42
Bi-Weekly	\$2,390.71	\$2,526.03	\$2,593.09	\$2,693.99	\$2,794.89	\$2,896.39	\$2,996.08	\$3,097.58
P.T. 4.8%	\$34.33	\$36.25	\$37.22	\$38.67	\$40.12	\$41.58	\$43.01	\$44.47
<b>Group 8</b>								
Monthly	\$6,238.86	\$6,529.47	\$6,821.38	\$6,966.68	\$7,111.98	\$7,257.29	\$7,405.21	\$7,697.13
Bi-Weekly	\$2,879.48	\$3,013.60	\$3,148.33	\$3,215.39	\$3,282.46	\$3,349.51	\$3,417.79	\$3,552.52
P.T. 4.8%	\$41.34	\$43.26	\$45.20	\$46.16	\$47.13	\$48.08	\$49.08	\$50.99

**APPENDIX "C"  
SALARY RANGES**

Effective Pay Period 24 2018		1.0%						
	Start	6MTH	12MTH	18MTH	24MTH	30MTH	36MTH	42MTH
<b>Group 1</b>								
Monthly	\$3,002.54	\$3,219.37	\$3,330.06	\$3,440.16	\$3,548.58	\$3,667.58	\$3,828.88	
Bi-Weekly	\$1,385.79	\$1,485.87	\$1,537.13	\$1,587.78	\$1,637.81	\$1,692.73	\$1,767.17	
P.T. 4.8%	\$19.90	\$21.33	\$22.07	\$22.79	\$23.51	\$24.29	\$25.38	
<b>Group 2</b>								
Monthly	\$3,002.54	\$3,219.37	\$3,330.44	\$3,474.55	\$3,596.18	\$3,703.27	\$3,875.15	
Bi-Weekly	\$1,385.79	\$1,485.87	\$1,537.13	\$1,603.63	\$1,659.78	\$1,709.21	\$1,788.53	
P.T. 4.8%	\$19.90	\$21.33	\$22.07	\$23.03	\$23.83	\$24.53	\$25.68	
<b>Group 3</b>								
Monthly	\$3,219.37	\$3,458.88	\$3,596.18	\$3,703.27	\$3,854.00	\$3,982.25	\$4,162.05	
Bi-Weekly	\$1,485.87	\$1,596.31	\$1,659.78	\$1,709.21	\$1,778.76	\$1,837.95	\$1,920.94	
P.T. 4.8%	\$21.33	\$22.91	\$23.83	\$24.53	\$25.54	\$26.39	\$27.58	
<b>Group 4A</b>								
Monthly	\$3,397.87	\$3,650.39	\$3,772.02	\$3,909.52	\$4,037.77	\$4,167.34	\$4,361.69	
Bi-Weekly	\$1,568.24	\$1,684.80	\$1,740.93	\$1,804.40	\$1,863.59	\$1,923.39	\$2,013.08	
P.T. 4.8%	\$22.52	\$24.19	\$25.00	\$25.91	\$26.75	\$27.61	\$28.90	
<b>Group 4B</b>								
Monthly	\$3,578.33	\$3,832.83	\$3,969.02	\$4,097.25	\$4,224.85	\$4,353.10	\$4,554.71	
Bi-Weekly	\$1,651.54	\$1,769.01	\$1,831.85	\$1,891.05	\$1,949.94	\$2,009.12	\$2,102.17	
P.T. 4.8%	\$23.71	\$25.39	\$26.30	\$27.15	\$27.99	\$28.84	\$30.18	
<b>Group 5</b>								
Monthly	\$3,758.80	\$4,015.29	\$4,166.02	\$4,285.00	\$4,411.93	\$4,538.88	\$4,747.75	
Bi-Weekly	\$1,734.83	\$1,853.21	\$1,922.78	\$1,977.69	\$2,036.28	\$2,094.86	\$2,191.26	
P.T. 4.8%	\$24.90	\$26.60	\$27.60	\$28.40	\$29.24	\$30.07	\$31.47	
<b>Group 6</b>								
Monthly	\$4,520.34	\$4,823.11	\$4,973.80	\$5,124.55	\$5,272.64	\$5,420.71	\$5,579.37	\$5,812.07
Bi-Weekly	\$2,086.31	\$2,226.06	\$2,295.61	\$2,365.18	\$2,433.53	\$2,501.87	\$2,575.09	\$2,682.49
P.T. 4.8%	\$29.95	\$31.96	\$32.96	\$33.95	\$34.94	\$35.92	\$36.97	\$38.51
<b>Group 7</b>								
Monthly	\$5,231.65	\$5,527.80	\$5,674.56	\$5,895.36	\$6,116.16	\$6,338.27	\$6,556.41	\$6,778.54
Bi-Weekly	\$2,414.61	\$2,551.29	\$2,619.03	\$2,720.93	\$2,822.84	\$2,925.35	\$3,026.05	\$3,128.56
P.T. 4.8%	\$34.67	\$36.62	\$37.60	\$39.06	\$40.52	\$42.00	\$43.44	\$44.91
<b>Group 8</b>								
Monthly	\$6,301.25	\$6,594.76	\$6,889.59	\$7,036.35	\$7,183.10	\$7,329.88	\$7,479.26	\$7,774.11
Bi-Weekly	\$2,908.27	\$3,043.74	\$3,179.82	\$3,247.54	\$3,315.28	\$3,383.00	\$3,451.97	\$3,588.04
P.T. 4.8%	\$41.76	\$43.70	\$45.65	\$46.62	\$47.60	\$48.56	\$49.57	\$51.50

# MEMORANDUM OF AGREEMENT 1

## Re: Excluded Positions

**BETWEEN: VantageOne Credit Union**  
(hereinafter referred to as the "Credit Union")  
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

With reference to the Union's Certification dated February 26th, 1979 and Article 2, Section 1 of the Collective Agreement, the Parties agree the following positions shall be excluded from the bargaining unit.

- Chief Executive Officer
- Compliance and Risk Manager
- Human Resources Manager
- Human Resources Coordinator
- Chief Financial Officer
- Controller
- Finance Administration Assistant – Payroll
- Marketing and Customer Experience Manager
- Marketing Coordinator/Digital Media Manager
- Executive Assistant
- Chief Operations Officer
- Commercial Services and Credit Manager
- Commercial Services Assistant Manager
- Main Branch Manager
- Member Services Manager
- Payment Services/Process Development Manager

Signed at Vernon, BC this 11<sup>th</sup> day of August, 2017.

### **SIGNED on BEHALF of the EMPLOYER**

*Party of the First Part;*

**"Original Signed"**

\_\_\_\_\_  
Glenn Benischek, Chief Executive Officer

**"Original Signed"**

\_\_\_\_\_  
Cheryl Turcotte, Board Chairman

### **SIGNED on BEHALF of the UNION**

*Party of the Second Part;*

**"Original Signed"**

\_\_\_\_\_  
Trevor Hansen, Union Representative

**"Original Signed"**

\_\_\_\_\_  
Erik Grebliunas, Job Steward

## **LETTER OF UNDERSTANDING #1**

### **Re: Operational Changes**

**BETWEEN: VantageOne Credit Union**  
(hereinafter referred to as the "Credit Union")  
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

The Parties recognize the mutual benefits in being able to respond to market-place changes. To that end it is agreed that where it is necessary to change the method by which the Credit Union delivers its products, or to alter the hours of work and days of operation, or method of operation, or such other matter, then the Parties agree to meet and discuss issues of significance to the Parties.

***"Original Signed"***

## LETTER OF UNDERSTANDING #2

### Re: Long Term Disability

**BETWEEN: VantageOne Credit Union**  
(hereinafter referred to as the "Credit Union")  
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

The aforementioned parties agree that the following guidelines will apply to employees on Long Term Disability.

- (A) (i) Employees will continue to have benefit payments made on their behalf for the 12 month period after the commencement of the disability.
- (A) (ii) Affected employee whose absence on LTD exceeds the 12-month period in (i) above, shall, subject to carrier approval, have access to benefits by payment of all premiums.
- (B) During the first 6 months while on LTD, the affected employee has the right to return to their previous job if the employee is medically able to return.
- (C) Where the employee remains on LTD beyond 24 months, then their employment relationship will be considered terminated.

***"Original Signed"***



## **LETTER OF UNDERSTANDING #3**

**Re: Job Share**

**BETWEEN: VantageOne Credit Union**  
(hereinafter referred to as the "Credit Union")  
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

During the life of the Collective Agreement, the Parties' Standing Committee will meet for the purpose of discussing the concept of job sharing.

***"Original Signed"***