

COLLECTIVE AGREEMENT

between the

LAKE VIEW CREDIT UNION

and the

**B.C. GENERAL
EMPLOYEES' UNION (BCGEU)**

Effective from July 1, 2022 to June 30, 2024

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ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this agreement is to establish and maintain a harmonious relationship between the Employer, its employees and the Union, and to clearly define the hours of work, rates of pay and conditions of employment, and to provide an amicable method of settling grievances which may arise from time to time; and to promote mutual interest of the Employer and its employees.
- (b) The parties hereto recognize that they are jointly engaged in providing a valuable service to the Credit Union membership, and that there is an obligation on each party for the continuous and efficient performance of such service, within the terms and conditions of this agreement, and for its duration.

1.2 Harassment/Bullying in the Workplace

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

1.3 Personal and Psychological Harassment Definition

- (a) Personal and psychological harassment means objectionable conduct - either repeated or persistent, or a single serious incident - that an individual would reasonably conclude:
- (1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
 - (2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation, gender identity or gender expression; or
 - (3) is seriously inappropriate and serves no legitimate work-related purpose.
- (b) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:
- (1) Intimidates, shows hostility, threatens and offends others;
 - (2) Interferes with a worker's performance;
 - (3) Otherwise adversely affects others.
- (c) Good faith actions of a manager or supervisor relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.

1.4 Sexual Harassment Definition

- (a) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
- (1) touching, patting or other physical contact;
 - (2) leering, staring or the making of sexual gestures;
 - (3) demands for sexual favours;
 - (4) verbal abuse or threats;
 - (5) unwanted sexual invitations;
 - (6) physical assault of a sexual nature;

- (7) distribution or display of sexual or offensive pictures or material;
 - (8) unwanted questions or comments of a sexual nature;
 - (9) practical jokes of a sexual nature.
- (b) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (d) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

1.5 Harassment/Bullying Complaints

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

1.6 Harassment/Bullying Complaints Procedure

- (a) A formal complaint must be submitted in writing within six months of the last alleged occurrence.
- (b) A complaint must be submitted through the Union and directly to their Manager. When the Manager has received a complaint, they will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days. If the Manager is the respondent, the next level of excluded management not involved will be the Employer's designate.
- (c) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, an explanation of how the action constitutes a violation of Article 1.2 (Harassment), and the remedy sought.
- (d) The Manager will investigate the complaint and will complete their report in writing within 30 days.
- (e) The Employer will take action to resolve the complaint without delay.
- (f) The Employer will advise the respondent, the complainant and the Union in writing of the substance of the investigator's report and the resolution of the complaint.
- (g) If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.

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

(i) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

1.7 Arbitrator

(a) Where either party to the proceeding is not satisfied with the Employer's response under 1.6(d) above, the complaint will, within 30 days of that response, be put before an arbitrator.

Where no response under 1.6(d) above is provided within 60 days of the complaint being made, the complaint will be advanced to an arbitrator. The Arbitrator has the remedial powers of an arbitration board under Section 89 of the *Labour Relations Code* and shall have the right to:

(1) dismiss the complaint,

(2) determine the appropriate level of discipline to be applied to the offender when the offender is within the bargaining unit, and

(3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.

(b) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of Manager or the Arbitrator.

(c) The Arbitrator chosen will be the Arbitrator from the list in Appendix D that has the earliest available date that is at least 14 days after the date of referral.

1.8 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. Any new provision so negotiated shall not be intended to circumvent the intention of the legislation.

1.9 Human Rights Code

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

(a) This agreement shall apply to employees in the bargaining unit at the Dawson Creek Branch and the Tumbler Ridge Branch for which the Union is certified.

(b) The bargaining unit shall comprise all employees included in the certification dated July 27, 1993 and March 16, 2012, as defined in the agreement except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions. The guidelines to be considered in negotiating exclusions shall be:

(1) Employed for the primary purpose of exercising management functions.

(2) Employed in a confidential capacity in matters relating to labour relations.

(c) Exclusions in place as of March 12, 2006 will continue. Any further exclusions will only result if the Employer creates positions, the job duties of which are quantitatively different in content and scope from positions in the bargaining unit as of March 12, 2006.

(d) If the Employer implements a new exclusion and the Union objects to that exclusion, the matter will be referred to the *Labour Relations Board* for determination.

2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. General Employees' Union as the exclusive bargaining agent for all employees for whom the certification applies.

2.3 Correspondence

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

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

Chief Executive Officer
Lake View Credit Union
800 - 102 Avenue
Dawson Creek, BC V1G 2B2

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

(1) B.C. General Employees' Union
10147 100th Avenue
Fort St. John, BC V1J 1Y7

(2) A copy will be forwarded to the office steward.

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area. A steward shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Unless required, only one steward will act at any one time. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor. Duties of the stewards shall include:

(a) investigation of complaints of an urgent nature;

(b) investigation of grievances and assisting any employee which the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;

- (c) supervision of ballot boxes and other related functions during ratification votes;
- (d) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- (e) attending meetings called by management.

2.7 Bulletin Boards

A bulletin board will be supplied at both the Dawson Creek and Tumbler Ridge locations out of view of the public. The Union will be allowed to post notices approved by the steward on these bulletin boards provided they are not of a derogatory nature.

2.8 Strikes/Lockouts

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

2.9 Picket Lines

It shall not be a violation of this agreement or cause for disciplinary action or discharge of any employee, in the performance of their 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. Notwithstanding the above, employees acknowledge their responsibility to secure cash and negotiables.

2.10 Time Off for Union Business

- (a) As operational requirements permit, leave of absence without pay and without loss of seniority shall be granted:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
 - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
 - (4) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board;
 - (5) to three employees who are elected to the Union Bargaining Committee while they are at formal meetings to carry on contract negotiations with the Employer in excess of Article 2.10 (c).
 - (6) for an employee, elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon the request of the Union.
 - (7) for employees selected for a full-time position with the Union for a period of one year.
 - (8) for an employee elected to the position of President or Treasurer of the B.C. General Employees' Union.

(b) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. The Union shall provide the Employer with reasonable notice (at least two weeks except in emergencies) prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absences shall not be unreasonably withheld. No overtime bonuses will be paid.

(c) *Without loss of Pay* - Leave of Absence without loss of pay and without loss of seniority will be granted to three employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer. After three "*without loss of pay*" days per bargaining committee member, per round of negotiations, under Article 2.10 (c) the leave will be granted without pay.

ARTICLE 3 - CHECK-OFF OF UNION DUES

3.1 Union Membership

(a) *Dawson Creek Branch*: All employees in the bargaining unit who on July 27, 1993, were members of the Union, shall, as a condition of continued employment, maintain such membership.

Tumbler Ridge Branch: All employees in the bargaining unit who on March 16, 2012, were members of the Union, shall, as a condition of continued employment, maintain such membership.

(b) *Dawson Creek Branch*: All employees hired on or after July 27, 1993, shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of 30 calendar days as an employee.

Tumbler Ridge Branch: All employees hired on or after March 16, 2012, shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of 30 calendar days as an employee.

(c) Nothing in the agreement shall be construed as requiring a person who was an employee prior to July 27, 1993, to become a member of the Union.

(d) The Employer shall, as a condition of employment, deduct from the biweekly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union. Each employee shall sign a Dues Authorization Check-off form.

(e) The Employer shall deduct from any employee any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

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

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

(h) The Employer will provide to the Union with every regular dues remittance the information provided in the chart below. The information will be provided electronically in the file formats ".csv".

Note: if the Employer is unable to provide the file in ".csv" format then ".xls" or ".xlsx" file formats are acceptable.

Column Order	Name	Format	Format Description
1	Employee ID Number	XXXXXXXXXX	
2	Member Last Name		
3	Member First Name		
4	Dues	XXXX.XX	No commas or dollar signs
5	Gross Wages for Period	XXXX.XX	No commas or dollar signs
6	Job/Position Title		
7	Appointment Code		Regular, Auxiliary, etc
8	Work Location Name		
9	Work Location Address		
10	Member Work Phone	XXXXXXXXXX	10 digits, no dashes or spaces
11	Member Home Email		

3.2 Electronic Fund Transfer "EFT" Language

- (a) Where operationally feasible, the Employer will submit dues remittance by EFT. The EFT will be submitted with an email to direct.deposit@bcgeu.ca including the EFT date and dollar amount.
- (b) Each EFT email will also include:
- (1) Employer name
 - (2) Pay period type (e.g.: monthly, semi-monthly, biweekly, etc.)
 - (3) Pay period number
 - (4) Pay period end date
 - (5) Pay period pay date

3.3 Employer and Union to Acquaint New Employees

- (a) The Employer shall acquaint all new employees of the fact that a collective agreement is in effect and with the conditions of employment set out in Article 3.1 dealing with Union Security and Dues Check-off. A new employee shall be introduced to a steward who will provide the employee with a copy of the collective agreement. Each new employee will be entitled to a 15 minute union orientation meeting during working hours with a BCGEU office steward within the first five days of employment.
- (b) A report of employees who cease employment will be provided to the Union on a quarterly basis and the Record of Employment (ROE) code used in Block 16 of the ROE form for each of those employees.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 Management Rights

- (a) The Union recognizes and agrees that it is the exclusive function of the Employer to manage its affairs, to manage its operations in all respects, to conduct its business efficiently, to fulfill its commitments and responsibilities, to maintain and to enhance public reputation and confidence and to direct its employees to achieve the Employer's objectives.
- (b) Management retains all management rights that were hitherto exercised, and shall be exercised in future, with the exception of those management rights that are limited by this collective agreement.

4.2 Statutory Powers

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

4.3 Direction of Staff

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

ARTICLE 5 - DEFINITION OF EMPLOYEES**5.1 Probationary Employee**

All employees shall be considered probationary for the first three calendar months of employment or 60 working days whichever occurs later. This period may be extended by mutual agreement between the Employer and the Union.

5.2 Full-Time Regular

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

5.3 Part-Time Regular

All employees hired to work one day or more per week on a regularly scheduled basis, but who work less than full-time hours per week.

5.4 Casual

All employees hired to work other than regular full-time or regular part-time, to provide relief for vacations, all leaves of absence, extra short-term emergency help and peak periods of business.

ARTICLE 6 - LABOUR/MANAGEMENT COMMITTEE**6.1 Establishment of Committee**

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

(b) The Committee shall consist of three representatives appointed by the Union, as well as a staff representative, and four employer representatives. The Union shall appoint one consistent representative to represent the members in the Dawson Creek Branch and one consistent representative to represent the members in the Tumbler Ridge Branch. The third person appointed will rotate between one representative from Tumbler Ridge and one from Dawson Creek. Each party to this agreement shall keep the other party informed of its representatives.

6.2 Meetings of Committee

The Labour/Management Committee will schedule meetings at least once every 90 calendar days, or at the call of either party at a mutually agreed time and place. Each party shall present an agenda of items to be discussed to the other party not less than five days prior to each meeting. Such meetings will

normally be scheduled during regular working hours prior to or after hours open to the public. Time spent by this committee beyond the regular working hours shall not be reimbursed by the Employer.

6.3 Chairperson of Committee

Chairpersons for Labour/Management Committee meetings will be designated on a rotating basis; that is, a union committee person will chair the first meeting and an employer committee person will chair the second meeting and so on. It will be the Chairperson's responsibility to prepare the minutes of the meeting, which will be signed by each party prior to posting. Matters of a confidential nature shall not be posted.

6.4 Jurisdiction of Committee

Both parties have the right to refer any matter or proposal discussed at the Labour/Management Committee meeting to their respective principals for further direction, advice or ratification.

6.5 Labour/Management Committee

- (a) The purpose of the Labour/Management Committee shall be to meet together to discuss matters related to the administration of the collective agreement and to attempt to resolve any problems that may be foreseen.
- (b) All agreements of this committee shall be set out in writing.
- (c) Without restricting the generality of Article 6, the Labour/Management Committee may discuss matters such as:
 - (1) Occupational Health and Safety
 - (2) Planned changes in the operations of the Employer
 - (3) The creation of new job classifications
 - (4) Opening of a new Branch or office
 - (5) Closing of a Branch or office
 - (6) On-the-job training program
 - (7) Compassionate transfer requests
 - (8) Job descriptions.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
 - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline, or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.

7.2 Step 1

The employee involved shall first take up the grievance with the supervisor directly in charge of the work within 20 working days of the circumstances giving rise to the grievance. The employee may be accompanied by an office steward.

7.3 Step 2

- (a) 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 20 working days following the decision rendered at Step 1. The grievor, along with the office steward, shall meet with the designated management persons to attempt to settle the matter.
- (b) When a meeting is held at Step 2, the Union will explain the basis for its grievance. The Employer will then provide a written response to the grievance within 10 working days after the Step 2 meeting.

7.4 Step 3

- (a) If the grievance is not resolved at Step 2, it shall be referred to the representatives of the Union and senior representatives of the Employer within 20 working days of the decision rendered at Step 2. Failing settlement within 20 working days of receipt of the grievance at this step, either party may refer the matter to arbitration as provided in Article 8.
- (b) In the event a grievance is initiated by the Employer or the Union, the initiating party shall notify the other party, in writing, of the nature of the grievance and such notice shall be given within 20 working days of the circumstances giving rise to the grievance unless the parties agree to an extension of time. Failing settlement within 20 working days of receipt of notice, either party may refer the grievance to arbitration as set forth in Article 8.

7.5 Dismissal or Suspension Grievances

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

7.6 Deviation from Grievance Procedure

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

7.7 Abandonment

Except as provided in Section 7.9 following, a grievance not initiated or advanced to the next step in this article or Article 8, within the time limits specified shall be considered abandoned and all further recourse to the grievance procedure forfeited. Where the Union withdraws from a grievance solely on the basis of time limits, such abandonment shall be without prejudice.

7.8 Technical Objections to Grievances

Except as provided in Article 7.7, it is the intent that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end, an arbitrator shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to the equitable principles and the justice of the case.

7.9 Extension of Time Limits

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

ARTICLE 8 - ARBITRATION**8.1 Notification to Arbitrate**

(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 within a period of 20 working days of the decision being rendered under Article 7.4.

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

8.2 Arbitration Procedure

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

8.3 Appointment of an Arbitrator

The arbitrators agreed to in Appendix B shall serve on a rotating basis. If the arbitrator selected based on the rotation is not available to act within a 60 day period, the parties shall select another arbitrator from the list to hear the grievance. If none of the arbitrators from the list are available to act within the 60 days, the parties shall select another arbitrator to hear the grievance, and failing agreement between the parties, either party may request that the Minister of Labour appoint an arbitrator to hear the grievance.

8.4 Arbitration Hearings

Upon agreed appointment of an arbitrator, the Arbitrator shall hear the parties, settle the terms of question 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.

8.5 Arbitration Costs

Each party shall pay their own costs and expenses of the arbitration and $\frac{1}{2}$ the remuneration and expenses of the Arbitrator.

8.6 Alternate Procedures

If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, an arbitrator as listed in Appendix B, shall at the request of either party:

- (a) investigate the difference; and
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference,

within 30 days of the date of receipt of the request and, for those 30 days from that date, time does not run in respect of the Grievance procedure.

8.7 Expedited Arbitration

- (a) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
- (1) dismissals;
 - (2) rejection on probation;
 - (3) suspensions in excess of 20 workdays;
 - (4) policy grievances;
 - (5) grievances requiring substantial interpretation of a provision of the collective agreement;
 - (6) grievances requiring presentation of extrinsic evidence;
 - (7) grievances where a party intends to raise a preliminary objection; and
 - (8) grievances arising from duty to accommodate.
- (b) Those grievances suitable for expedited arbitration shall be scheduled to be heard once there are five grievance files, but no less than once per calendar year. The hearing dates shall be mutually agreed and will be at a location central to the geographic area in which the dispute arose.
- (c) The parties shall make every effort to make use of an agreed to statement of facts.
- (d) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (e) The parties agree to make limited use of authorities during their presentations.
- (f) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (g) The fees and expenses of the Arbitrator will be shared equally by the parties.
- (h) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (i) The expedited arbitrator, who shall act as sole arbitrator, shall be selected from the list as identified in Appendix B.

ARTICLE 9 - DISCIPLINE, DISCHARGE AND SUSPENSION

9.1 Notice

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

9.2 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee shall include written censures and letters of reprimand. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware. Upon the employee's request written censures and letters of reprimand shall be removed from the employee's file after the expiration of 12 months from the date it was issued, provided there has not been a further infraction of a similar type.

(b) Disciplinary action which arose as a result of a matter which is in violation of the *Financial Institutions Act* and/or the Regulations thereto, including any policies established by the Board of Directors of the Credit Union, as required under the stated legislation, shall be removed after the expiration of 12 months or earlier if the Credit Union has been examined by examiners from the Financial Institutions Commission.

9.3 Right to Have a Steward Present

(a) An employee shall have the right to have their steward present at any discussion with supervisory personnel which shall be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. The notification and the interview shall take place within a private area. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

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

9.4 Personnel File

An employee, or the President of the Union or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file in the presence of a supervisor. Once requested, the file review will take place within 10 working days.

ARTICLE 10 - SENIORITY

10.1 Seniority Defined

Employees shall be credited with bargaining unit seniority on the following basis:

(a) Seniority for regular full-time employees shall mean length of continuous time performing bargaining unit work.

(b) Seniority for regular part-time employees shall mean length of continuous time performing bargaining unit work.

(c) Seniority for casual employees shall be accumulated on an hourly basis and will be utilized in the casual employee seniority block. If a casual employee becomes a regular employee, their total seniority

hours shall be divided by seven point five to determine the equivalent number of prorated seniority days to be applied to their regular status seniority date.

- if remainder point five or better round up;
- if remainder less than point five round down.

10.2 Maintenance of Seniority

- (a) An employee on any authorized leave under the collective agreement, including annual vacation, will maintain their seniority date.
- (b) An employee laid off and placed on the recall list under Article 12, will retain their seniority during the period of layoff.
- (c) An employee accepting an assignment within the Credit Union in a position outside the bargaining unit shall retain their seniority date for the period of the probation in the excluded position, or three calendar months, whichever comes first. An employee may return to a position in the bargaining unit commensurate with their seniority and qualification providing that it is done within the time limits as outlined in this article.

10.3 Care & Nurturing/Elder Care Leave

The Employer shall grant, upon request, a leave of absence, without pay, for a period not to exceed three years for the purpose of raising/caring for a child or providing elder care. An employee may only opt for this provision after two years of service. Seniority shall be retained but not accrued. The following conditions shall apply:

- (a) The employee shall be required to serve a 30 calendar day trial period upon returning to work.
- (b) The employee shall confirm their intention of returning to work at least six months or such shorter time as the parties mutually agree, prior to the expiration of the leave.
- (c) The employee shall be allowed to continue their benefits during such leave, the full cost to be borne by the employee, subject to the Employer's arrangement with the carrier. Wage loss protection shall not be available.
- (d) During the leave the employee must not have been engaged in remunerative employment for more than three months.
- (e) An employee who utilizes this provision shall be guaranteed a position upon completion of their leave, not necessarily the position they held when the leave commenced. In the event of a vacancy occurring coincidental with the expiration of the leave, the employee may apply on the vacancy pursuant to Article 11.

10.4 Loss of Seniority

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

- (a) received severance pay in accordance with this agreement;
- (b) voluntarily terminates their employment;
- (c) is discharged for just and reasonable cause;
- (d) is on layoff in excess of their contractual right as established in Article 12.3;

- (e) is assigned into an excluded position with the Employer and successfully completes their probationary period;
- (f) fails to return from an approved leave of absence without reasonable cause;
- (g) refuses a recall to a position for which they are qualified.

10.5 Status Change

When an employee's status changes they shall retain their seniority.

10.6 Alternate Work

- (a) Regular employees who have been successfully cross trained will, in seniority order, have the right to claim and/or refuse available alternate work provided that where such employee(s) refuse a junior successfully cross trained employee is available and can be assigned the alternate work.
- (b) If the Employer chooses to utilize casual employees to cover short-term peak periods, leave of absences less than 20 days, coverage for illness less than 20 days, and vacation coverage, the Employer must offer the work to casual employees in descending order of seniority.
- (c) If the Union can demonstrate that a pattern exists that the utilization of casual employees for additional and relief work can be accomplished by creating a regular vacancy(s), the Employer shall post such a vacancy(s).

10.7 Seniority Lists

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

10.8 Determination of Senior Employee

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

10.9 Seniority Upon Transferring into the Bargaining Unit

Any person employed by the Employer who is promoted or transferred as per Article 11 to a position covered by this agreement shall be credited for seniority purposes with their full seniority entitlement as established under Article 10.1.

ARTICLE 11 - JOB POSTINGS

11.1 Job Postings

- (a) Notice of all job vacancies, new positions, cross training and vacancies greater than 60 days within the bargaining unit shall be posted both electronically and on a bulletin board on the Employer's premises for at least five working days, for cross training it shall be posted for three days. The notice shall indicate job, title, salary and a brief outline of the duties involved.
- (b) All applications for the posted positions must be filed in writing with the Employer, by the end of the closing day after posting. A copy of all job postings, within the bargaining unit, shall be sent via email to the local BCGEU area office.

11.2 Job Applications

- (a) All applications for the posted positions must be filed in writing with the Employer, by the end of the closing day after posting.
- (b) In order that all employees have an equal opportunity to apply on vacant or new bargaining unit positions, employees shall be allowed to submit a "*Letter of Preference*" indicating which position they wish to apply on. Letters of Preference shall remain valid for six months. Employees absent on leave as provided for in Article 10.3 "*Care and Nurturing/Elder Care Leave*" shall not be entitled to this provision.
- (c) Employees must also have completed six months in their current position and work location to apply.

11.3 Appointments

- (a) When a vacancy, or a new position, is required to be filled, the selection will be made on the basis of ability, knowledge, experience, and seniority in equal measure.
- (b) In the event no regular employee applies, it shall be awarded to a casual employee who applies, and the selection will be made on the basis of ability, knowledge, experience and seniority in equal measure.
- (c) Lake View Credit Union will not impose a lateral transfer of an employee between branches without mutual consent, unless the branch is located within a 32 kilometer radius of where an employee ordinarily performs their duties. Notwithstanding this, employees may either express an interest in a lateral transfer or may apply on a posting from another branch.
- (d) Upon request the Employer shall provide the office steward(s) with notification of job posting awards and the names of the applicants.
- (e) Where a grievance arises in relation to a job posting award, it shall proceed pursuant to the provisions of Article 7.

11.4 Filling of Vacancies

It shall be the intent of the Employer to fill bargaining unit job vacancies from within the bargaining unit, providing the employees who apply have the required qualifications. Nothing herein prevents the Employer to advertise outside the worksite during the posting process, in case there are no internal applicants.

11.5 Voluntary Demotions

Voluntary demotions may be granted without posting for compassionate or medical grounds to employees who have completed their probationary period. In such cases the Labour/Management Committee established in Article 6 shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

11.6 Trial Period

All employees who are awarded a position shall be placed on a trial period for 60 days actually worked. Where it can be demonstrated that they have failed to meet the requirements of the new position such an employee shall be returned to their former position or one of equal rank. Salary shall be at the job group rate paid prior.

11.7 Reimbursement for Courses

- (a) All courses requested to be taken by the Employer shall be 100% paid for by the Employer, this includes all associated costs (e.g. tuition, books, membership fees, etc.).
- (b) Employees who take courses approved by the Employer shall be reimbursed course costs upon successful completion of the course.
- (c) If an employee is required to attend a course or courses on a regular day off the employee will be offered another day off as mutually agreed upon. Employees who travel to a course outside of regular working hours shall be compensated at straight-time rates.

11.8 Employee Training

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

- (a) establish an upgrading and/or training program when new equipment or systems are introduced;
- (b) make every effort to ensure there is at least one bargaining unit member cross trained and qualified to perform all bargaining unit positions in excess of the incumbent(s). The following classifications are not subject to Article 11.8 (b): Commercial Services Officer, Commercial Account and Delinquency Clerk, Loans Administrator, Commercial Account Officer, Senior Financial Accountant, Member Service Associate, Administrative Associate and Financial Services Officer positions.
- (c) *Trainee* - for new hires lacking relevant experience an initial period of job training will be provided during probation prior to the individual being considered certified in a classification.

11.9 Selection for Training

- (a) Training opportunities for other positions of an equal or higher level will be offered on a rotational basis in order of ability and seniority. Where two incumbents have relatively equal abilities seniority shall apply. Cross training shall be done for relief purposes to ensure each employee has one position in which they are cross trained prior to another employee being cross-trained in two positions.

11.10 Notice of Resignation

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

11.11 Orientation Period

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

ARTICLE 12 - LAYOFF AND RECALL**12.1 Staff Reduction**

Should the Employer decide to reduce the number of 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 they have the qualifications to perform the job functions satisfactorily and has greater seniority than the employee to be displaced, unless specialized skills are required for the position. Layoff is branch specific.

12.2 Notice of Layoff

Regular employees shall be given two weeks' notice of layoff or two weeks' pay in lieu of notice.

12.3 Recall List

A regular employee, who is laid off due to lack of work, or redundancy, shall be placed on a recall list for a period of 12 months.

12.4 Recall

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

12.5 Notice of Recall

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

ARTICLE 13 - HOURS OF WORK**13.1 Workday and Workweek**

- (a) The standard day shift shall be seven and one-half hours per day between the hours of 8:00 a.m. and 9:00 p.m.; five days per week. The standard workweek for regular full-time employees shall consist of 37½ hours per week.
- (b) *Regular Part-Time and Casual Employees* - for purposes of overtime calculations a regular part-time or casual employee's hours shall be based upon a 37½ hours per week.

13.2 Work Schedules

It is agreed that the determination of the starting time of the daily and weekly work schedules shall be made by the Employer, and such schedules may be changed by the Employer from time to time to suit varying conditions of business. In the event of any continuous changes in starting and quitting times of shifts, the Employer agrees to give at least 15 days' notice of such changes to the Labour/Management Committee.

13.3 Meal Period

- (a) A one hour unpaid lunch break for full-time employees will be provided and taken within the three middle hours of the regular working day. Precise time to be arranged between the Employer and the employees.
- (b) Part-time and casual employees working more than five hours shall be provided an unpaid lunch break.

13.4 Rest Periods

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

ARTICLE 14 - OVERTIME

14.1 Authorization of Overtime

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

14.2 Definitions

- (a) "*Overtime*" - means work performed by an employee in excess of the standard hours of work.
- (b) "*Straight-time rate*" - means the hourly rate of remuneration.
- (c) "*Time and one-half*" - means one and one-half times the straight-time rate.
- (d) "*Double-time*" - means twice the straight-time rate.

14.3 Overtime Compensation

- (a) All time worked, in excess of the standard day shift, shall be paid at time and $\frac{1}{2}$ the employee's straight-time hourly rate for the first two hours and double the straight-time hourly rate thereafter; overtime shall be calculated in tenths of an hour.

- (b) *Scheduled Day Off*

An employee shall be paid overtime if they are required to work on a scheduled day off, at the rate of double-time.

- (c) *Holidays*

An employee shall be paid double-time if they are required to work on Sundays or General Holidays.

14.4 Overtime Meal Allowance

An employee who works overtime beyond a standard shift will be reimbursed for a receipted meal expense to a maximum of \$30 by the Employer and $\frac{1}{2}$ hour paid meal period in which to eat the meal at their straight-time hourly rate of pay, provided overtime is in excess of two hours work. The meal period may be taken before, during, or after the overtime work, as may be mutually agreed.

14.5 Right to Refuse Overtime

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

14.6 Callout Provisions

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

14.7 Pyramiding

There shall be no pyramiding or compounding of premiums or benefits.

14.8 Payment of Overtime

Overtime pay shall be paid out by the end of the month following the month in which the overtime was worked.

14.9 Overtime for Part-Time Employees

Part-time regular and casual employees shall be paid overtime for hours in excess of seven and one-half hours per day and 37½ hours per week.

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

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

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

Any other day proclaimed as a holiday by the federal or provincial governments for the locality in which an employee is working shall also be a paid holiday.

- (b) Employees who are members of non-Christian religions are entitled to up to two days leave without pay per calendar year, to observe spiritual or holy days. Such leave shall not be unreasonably withheld. A minimum of two weeks' notice is required for leave under this provision. Employees granted leave under this provision may utilize unused vacation days.

- (c) *Cultural Leave for Indigenous Employees* - Indigenous employees are entitled to up to two days leave without pay per calendar year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.

15.2 Holidays Falling on a Day of Rest

Should one of the holidays fall on an employee's normal day(s) off or during an employee's vacation, the employee shall receive an additional day(s) off, with pay, to be taken adjacent to the vacation or day off or at a time mutually agreed between the employee and the Employer, but in any event within the calendar year. Scheduling shall be in accordance with Article 16.5.

15.3 Qualifying

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

- (a) have completed 30 calendar days service with the Employer; and
- (b) have worked at least 15 of the preceding 30 calendar days; or
- (c) have worked the day before and after.

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

15.4 Casuals

Casual employees do not receive holidays unless qualifying under the *Employment Standards Act*.

ARTICLE 16 - ANNUAL VACATION**16.1 Definition of Terms**

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

16.2 Annual Vacation Entitlement

All regular employees shall be entitled to an annual vacation as set out below:

- (a) During the first year of employment - one working day for each full calendar month of employment to a maximum of 10 working days during the calendar year.
- (b) During the second, third and fourth calendar years of service - 15 working days.
- (c) During the fifth to ninth calendar years of service - 20 working days.
- (d) During the 10th - 20th calendar years of service - 25 working days.
- (e) During the 21st calendar year of service and thereafter - 30 working days.

16.3 Prorating of Vacation Pay

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

16.4 Regular Part-Time and Casual Employee Vacation Entitlement

- (a) Regular part-time employees shall be entitled to the same vacation time off as full-time employees.
- (b) Casual employees shall be compensated pursuant to the *Employment Standards Act*.

16.5 Vacation Scheduling

- (a) The Employer will post a vacation schedule during the month of January. Employees' completed forms for vacation selection are to be completed by February 28th. Vacations selected subsequent to February 28th are not subject to seniority rights.
- (b) Preference in the selection and allocation of vacation time shall be determined on the basis of seniority. An employee shall be entitled to receive their vacation in an unbroken period. If an employee decides to break their entitlement into more than one continuous group of workdays, they will be entitled to use their seniority rights for only one such group of days until all other employees have utilized their seniority on one of their choices, thereafter the procedure repeats itself.
- (c) When requesting vacation pursuant to Article 16.5 (a), employees are required to request their vacation in a minimum of one workweek block. Vacation must be taken at ½ day increments.
- (d) Vacation schedules, once approved by the Employer shall not be changed, other than in cases of emergency or except by mutual agreement between the employee and the Employer. In cases when it is not an emergency, the employee will provide a minimum of two weeks' notice of their request to cancel scheduled vacation. Such approval shall not be unreasonably withheld.

16.6 Vacation Pay in Advance

An advance pay for vacation time may be arranged provided the request is made in writing at least two weeks' in advance of the start date of vacation.

16.7 Long Service Vacation Leave

After each 10 years of employment, each regular employee shall be given an extra 10 working day vacation honorarium. This leave shall be taken at a time as mutually agreed. In special situations, arrangements may be made to have the vacation honorarium carried over to a subsequent year.

16.8 Vacation Carryover

Employees with more than 10 working days' vacation shall be permitted to bank five of the excess days and take them in the following year. Employees making use of this provision may do so except when it interferes with the scheduling of other employees' regular vacation.

ARTICLE 17 - ILLNESS AND INJURY LEAVE

17.1 Salary Continuation

- (a) All regular employees will be allotted 15 days of illness and injury leave per calendar year allotted on January 1st of each year. Any illness and injury leave remaining in an employee's illness and injury leave bank at the end of the year may not be carried forward.
- (b) Illness and injury leave may be used for personal illness and injury. When a regular employee is required to be away from work to care for an ill or injured spouse they will be allowed to use illness and injury leave. For the purposes of illness and injury leave for a spouse the maximum use will be three days per year. Employees may choose to utilize this leave in half day increments.
- (c) Where an employee has exhausted their annual illness and injury leave allotment under 17.1 (a) the Employer will pay the Carrier's designated waiting period for weekly indemnity at the regular rate of pay, provided the employee is approved for weekly indemnity. This provision may only be used once per year per employee.

- (d) The Employer may request a doctor's certificate when it appears a pattern of consistent medical absence is appearing.
- (e) Casual and Part-time employees are entitled to five days paid illness and injury leave and three days unpaid illness and injury leave as per the *Employment Standards Act*.

ARTICLE 18 - LEAVES OF ABSENCE

18.1 Bereavement and/or Compassionate Leave

- (a) In the event of serious illness as per Compassionate Leave under Employment Insurance guidelines or death in the immediate family of a regular employee, the Employer, upon request, shall grant leave of absence without loss of pay for up to five consecutive working days.
- (b) Immediate family is defined as spouse, child, parent, grandchild, parent-in-law, stepparent, foster parent, stepchild, sibling, stepsibling, legal guardian, legal ward, grandparents and any other relative residing in the employee's household, or with whom the employee resides.
- (c) In the event of the death of other family members of a regular employee, the Employer, upon request, shall grant leave of absence without loss of pay for up to two consecutive working days.
- (d) Other family is defined as: sister/brother-in-law, grandparents in law, nieces, nephews, aunts or uncles.
- (e) It is understood that the employee has the ability to split the leave entitlement between the date of death and the date of the funeral.

18.2 Medical and Dental Care Leave

- (a) An employee must make reasonable efforts to schedule dental and medical appointments outside of working hours and, if that is not possible, then to schedule those appointments at the least disruptive times (e.g. early in the morning, late in the afternoon).
- (b) With respect to medical appointments, it is recognized that it will be difficult for employees to schedule such appointments during non-working hours where specialists are involved, where the employee is being treated with a serious chronic condition, or where there is the need for the employee to see a medical practitioner on an urgent basis.
- (c) It is also recognized that the hours of operation of the particular medical office might make it difficult for employees to schedule appointments during their non-working hours. However, there is an onus on the employees to attempt to schedule any medical appointments during their non-working hours, particularly where the medical appointment is with the employee's general practitioner with respect to regular medical matters.
- (d) Where it is not possible to schedule medical and/ or dental appointments outside of regularly scheduled working hours, reasonable time off for such appointments for employees shall be permitted, but where any such absence exceeds two hours, the difference will be charged to Article 17.1. Up to four instances per year for dependent family may be charge to Article 18.3 (b).

18.3 Illness of a Child

- (a) In the case of illness of a child of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee shall be entitled, after notifying his supervisor, to use up to a maximum of five days paid leave at any one time for this purpose.

(b) The maximum length specified for each circumstance shall not be exceeded; however, the leave may be granted more than once for the same circumstance within a calendar year, providing the total family illness leave, plus leave granted under Article 18.7 does not exceed 11.5 working days per calendar year, unless additional special leave is approved by the Employer.

(c) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

18.4 Jury Duty

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

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

18.5 General Leave

(a) Where operational requirements permit, the Employer may grant a leave of absence without pay for a period of up to 30 calendar days to regular employees for legitimate personal reasons on advance written request from the employee. Such advance written request shall be waived in the case of emergencies. General leave will only be considered after all vacation earnings have been utilized and/or scheduled. Permission for such leaves will be at the Employer's discretion.

(b) The definition of "*advance written notice*" is that the employee shall submit the reasons for such request to the Employer a minimum of 10 working days prior to the commencement date of the requested leave.

(c) Where operational requirements permit, all employees have the opportunity to request three days in a calendar year (no reason required). These days can only be booked with no less than two weeks' in advance. Holidays and benefits are not affected.

(d) Where operational requirements permit, all employees have the opportunity to request two blocks of five days in a calendar year (reason required). The employee will be responsible for payment of all their benefits during this time off. Holiday entitlement will be re-calculated.

18.6 Abandonment of Position

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

18.7 Special Leave

Where leave from work is required, a regular employee shall be entitled to Special Leave at their regular rate of pay for the following:

- (a) marriage of the employee - five days;
- (b) birth of an employee's child - two days;
- (c) attend wedding of the employee's child - two days;

- (d) emergency maintenance of employees' residence (e.g. heating breakdown, flooding, mitigation of loss to property, emergency repairs in case of vandalism) - one day;
- (e) moving household furniture and effects - one day;
- (f) attend their formal hearing to become a Canadian citizen - one day;
- (g) attend funeral as pallbearer - three days;
- (h) attend funeral as mourner - day per occurrence, to a maximum of two days per calendar year;
- (i) court appearance for hearing of employee's child - one day.
- (j) personal wellness - one day

Two weeks' notice is required for leave under (a), (c), (e) and (f).

Article 18.7(b) shall not apply if the employee is taking leave under Article 19.

18.8 Donor Leave

An employee shall be granted the necessary leave of absence with pay, for up to 12 months, for the purpose of donating bone marrow or an organ. The Employer may request supporting medical documentation.

18.9 General Transition Policy

The "*Union*" and Employer agree to the following general transition policy to cover transgender employees at work.

- (a) The Employer and the "*Union*" will make every effort to protect the privacy and safety of trans workers at all times, and during an accommodated transition.
- (b) Upon request by an employee, the Employer will update all employee records and directories to reflect the employee's name and gender change, and ensure that all workplace-related documents are also amended. This may include nametags, employee IDs, email addresses, organizational charts, health care coverage and schedules and human resources documents. No records of the employee's previous name, sex, gender or transition will be maintained unless required by law.
- (c) The Employer will provide safe washroom and change room facilities to all trans workers. The Employer and the "*Union*" recognizes that a trans worker has the right to use the washroom of their lived gender, regardless of whether or not they have sought or completed surgeries, or completed legal name or gender changes.
- (d) Upon notification by an employee wishing to transition or in need of a gender support plan, or at the request of the Union, the Employer will work with the Union and the employee to tailor a transition or support plan to the employee's particular needs.

18.10 Leave Respecting Disappearance or Death of a Child

An employee is entitled to leave of absence as per the *Employment Standards Act*.

18.11 Domestic Violence Leave

"domestic violence" means:

- (a) an act of abuse between an individual and a current or former intimate partner, between an individual and a child who resides with the individual, or between an individual and an adult who resides

with the individual and who is related to the individual by blood, marriage, foster care or adoption, whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment or financial control, or

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

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

“sexual violence” means any conduct of a sexual nature or act targeting an individual’s sexuality, gender identity or gender expression that is committed, threatened or attempted against an individual without the individual’s consent and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation and sexual solicitation, and may include an act that occurs online or in the context of domestic or intimate partner relationships.

(1) *Exception to Entitlements*

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

(2) *Place of Work Accommodation*

If an employee or the employee’s child has experienced domestic violence or sexual violence, and as a result the employee needs to work at a place of work other than where the Employer has assigned the employee, the Employer shall accommodate the employee’s need unless it would cause the Employer undue hardship.

(3) *Hours of Work Accommodation*

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

(4) *Domestic Violence Leave*

(i) An employee is entitled to a leave of absence as per the *Employment Standards Act*.

ARTICLE 19 - MATERNITY, ADOPTION AND PARENTAL LEAVE

19.1 Maternity, Adoption and Parental Leave

Regular employees shall qualify for maternity, parental or adoption leave, without pay:

- (a) maternity leave and parental leave in accordance with legislation;
- (b) adoption leave and parental leave in accordance with legislation;
- (c) additional leave for medical reasons;
- (d) maintenance of Employer's share of Health and Welfare benefits provided employees pay their share;
- (e) return to previous employment position;
- (f) vacation pay prorated in accordance with hours worked.

19.2 Early Return to Work

An employee on leave in accordance with Article 19 who wishes to return to their previous position prior to the expiration of their leave request shall be entitled to do so provided they have given 60 calendar days of notice. Their temporary replacement while on leave will return to their former position or status.

ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY

20.1 Joint Occupational Health and Safety Committee

The parties agree that the intent of this article is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure. The parties agree to cooperate fully in matters pertaining to workplace health and safety.

- (a) The parties agree to comply with the *Workers Compensation Act* and its regulations.
- (b) A joint health and safety committee will be established when required by legislation, and will function pursuant to the regulations of the *Workers Compensation Act*, with equitable union representation. The Committee will participate in inspections, investigations and inquiries as provided in Part 3 of the *Workers Compensation Act*.
- (c) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a committee meeting, job site inspection or accident investigation in accordance with Workers' Compensation Board regulations.
- (d) Employees who encounter safety and/or health problems related to the work environment, shall report these to their supervisor. The supervisor, if unable to deal with the problem shall refer the matter to the Joint Health and Safety Committee.

20.2 Injury Pay

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

20.3 Robbery or Hold-up Leave

- (a) In the event of a robbery or hold-up, the Employer shall provide through its Employee Assistance Program, at no cost to the employee, access to professional counselling to employees suffering from post-traumatic stress, in accordance with the terms of the program.
- (b) *Time Off*
 - (1) The Employer agrees that requests from the employees for time off due to post traumatic stress resulting directly from involvement in robbery or hold-up will be considered by the Employer for the balance of the day on which the incident occurred without loss of pay.
 - (2) Such a request shall not be unreasonably withheld. The Employer and the Union agree sufficient staff must always be available to operate the branch and time off request refused due to staffing restraints, will not be considered unreasonable.
 - (3) Additional time off without loss of pay, if required, shall be deemed sick leave under Article 17.1 or as per the employee WorkSafeBC claim.

ARTICLE 21 - TECHNOLOGICAL CHANGE AND SEVERANCE PAY

21.1 Notice

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.

21.2 Retraining

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.

21.3 Recall or Termination

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 12.3.

21.4 Severance

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

21.5 Severance Pay

- (a) Severance pay shall be paid to employees with one year or more service, who are terminated because of technological changes in administrative procedures, automation, consolidation, or suspension of business. The amount of severance pay shall be two weeks' pay at the employee's current rate for each year of service to a maximum of 26 weeks.
- (b) An employee who chooses to be laid off and placed on the recall list may elect to terminate during the recall period and be paid their severance pay entitlement upon termination or expiration of recall.

21.6 Red Circling

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

ARTICLE 22 - HEALTH AND WELFARE

22.1 Benefit Plans

- (a) All regular full-time and part-time employees scheduled to work 20 hours or more per week shall be eligible for Lake View Credit Union Benefits Program as of the first day of the month following completion of an employee's probationary period.

- | | |
|--|-----------------------------|
| (b) <i>Benefits Program</i> | <i>Premium Cost Sharing</i> |
| Medical Services Plan of British Columbia | Employer |
| Extended Health Care | Employer |
| Dental Plan: 100% Plan A/75% Plan B/50% Plan C | Employer |

Group Life Insurance	Employer
Accidental Death and Dismemberment	Employer
Optional Life Insurance	Employee
Weekly Indemnity	Employee
Long-Term Disability	Employee
Employee and Family Assistance	Employer

(c) Prior to the Employer changing carriers, they shall meet with the Union and discuss the proposed change and provide the reasons for the change.

(d) *Health Spending Account* - The Employer will provide each regular employee with a health spending account. On January 1st of each year the Employer will deposit \$500 into each health spending account. The funds in this account can be used to reimburse any shortfall in coverage of any health benefit item covered by Article 22.1. In order to receive reimbursement the employee must provide a receipt showing the shortfall to the Manager of Human Resources. Employees may request the balance of their account from the Manager of Human Resources. Unused health spending account funds will be carried over to a maximum of 1 year, then revert to the Employer at 11:59 p.m. on December 31st of the second year. Claims made against a previous year must be applied for by January 31st of the following year to be eligible.

22.2 Pay in Lieu of Benefits

(a) Part-time employees regularly scheduled to work less than 20 hours per week shall receive additional compensation equal to 10% of their hourly rate.

(b) Casual employees shall receive \$1.20 per hour for each hour worked in lieu of benefits.

(c) When casual employees are appointed to full-time status on a temporary basis of a period less than 12 months, the casual employee will not be provided with benefits but rather will be paid a premium in lieu of benefits pursuant to Article 22.2(b).

22.3 Retirement Plan

Regular employees, after six months employment, will have the opportunity to contribute up to 9% of their gross monthly earnings to a Registered Retirement Savings Plan with Lake View Credit Union. Each employee that does so will be eligible to have Lake View Credit Union match their contribution up to the 9% limit on a monthly basis. Effective from May 1, 2006, both the employee and Credit Union's contributions will be "locked-in" as a deposit with Lake View Credit Union, Central 1, or Credential, while the employee is employed with Lake View Credit Union. The funds to the employee's credit as of April 30, 2006 may be utilized at the employee's discretion.

The rate of interest for Lake View Credit Union's matching RRSP shall be .5% greater than what Lake View Credit Union normally provides. The .5% bonus is only applicable to RRSP's under this matching plan and on deposit with Lake View Credit Union.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.1 Rates of Pay

(a) Regular employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix A1 of this agreement.

(b) Regular part-time employees scheduled to work 20 hours or greater per week and regular part-time employees scheduled to work less than 20 hours per week shall be paid in accordance with the salary schedule for their positions as specified in Appendix A2 of this agreement.

(c) Casual employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix A3 of this agreement.

23.2 Rate of Pay on Promotion

Upon promotion, an employee will receive the rate for the position as established in Appendix A of this agreement that moves the employee to the step in the range that is higher than the previous salary level.

23.3 Progression on Next Salary Step

Regular full-time and regular part-time employees shall progress to each succeeding salary step for their job group, in accordance with the service required, as set out in Appendix A of this collective agreement and in accordance with the following:

(a) regular full-time employees shall progress in six month steps; regular part-time employees progress on the basis of days worked (i.e. 120 days equals six months);

(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 23.2 of this article), shall move to the next step in their salary range upon completion of six months of service following such placement, subject to paragraph (c) of this section;

(c) advancement from one salary step to another may be withheld where just cause due to inadequate performance can be shown under the following circumstances:

(1) the employee has been counselled regarding inadequate performance following the employee's last job service salary increase; or

(2) notice of intent to withhold the next service salary increase is given to the employee and the Union one 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.

23.4 Paydays

Paydays shall be biweekly.

23.5 Substitution Pay

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

(b) All employees who substitute into a higher job classification shall be paid a minimum of \$50 per month or portion thereof.

(c) Employees who are substituting in a position, and are absent from work due to WCB or illness, shall be considered in the position if the pay rate is greater.

23.6 Salary Rate Upon Recall or Demotion

- (a) Employees recalled to their former position or to a position in the same job group shall receive the current rate for job group as set out in Appendix A of this agreement.
- (b) Employees recalled who accept a position in a lower job group than their former position shall be paid at the salary rate for that job group as set out in Appendix A of this agreement.
- (c) An employee who transfers to a position in a lower job group for reasons ascribable to the employee shall be paid in accordance with Article 23.6(b) above.

23.7 Mileage, Meal and Accommodation Allowance

Where an employee agrees to be assigned to work or attend a course outside their regular location the following shall apply:

- (a) Such an employee will be eligible for a vehicle allowance in accordance with Credit Union Policy.
- (b) Meal allowances paid to such employees shall be in accordance with Credit Union Policy. Allowances for breakfast and dinner will not be paid where employees are able to commute to and from home at hours consistent with such meals.
- (c) Where the Employer requires that an employee be temporarily relocated to another community, the Employer shall reimburse the employee for receipted accommodation costs incurred. An advance for this purpose shall be supplied at the employee's option.

23.8 Reporting Pay

All employees who report to work, and are subsequently sent home, shall receive four hours pay, whether they commenced work or not.

23.9 Supervision Pay

The two parties agree that when and if a bargaining unit employee is required to act in a supervisory capacity in the absence of management, a rate will be negotiated between the parties.

ARTICLE 24 - CLASSIFICATION AND RECLASSIFICATION**24.1 Job Descriptions**

Job descriptions are written with the intent to set forth the general duties and requirements of the job and to indicate the level of skill required and shall not be construed as imposing any restriction on the right of the Employer to create a new job or to assign duties other than those specifically mentioned in the job description.

24.2 Classification Maintenance Program

- (a) The Employer may institute new classifications in addition to those listed in Appendix 1. Should any such new classification be instituted, the Employer shall establish the rate for same and submit the classification and rate of pay to the Union in writing and, in addition, shall post the classification and rate of pay. The posting shall indicate that the new classification and rate of pay is subject to agreement between the Union and the Employer. Within 30 working days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 8. Any change in rate resulting from discussion between the parties, or

following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

(b) If the Union claims that the duties and/or responsibilities of an existing classification have been changed to and extend sufficiently to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If within 30 working days of the submission of such request, which shall be in writing, and the request shall specify any changes in duties and any proposed change in the rate of pay, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 8. Any change in rate resulting from discussions between the parties, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

(c) *Abandonment* - If the Union does not request to meet with the Employer to review the classification and rate within 30 working days, as provided for, or if the Union does not refer the difference, if any, to arbitration within 30 working days, as provided in Article 8, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

(d) *Extension of Time Limits* - The time limits referred to in this article may be extended by mutual agreement of the parties, in writing.

ARTICLE 25 - GENERAL CONDITIONS

25.1 Credit Union Membership

An employee, at their option, may purchase a membership in the Credit Union and the Employer will not charge service charges for cheques processed through one chequing account per employee, providing the account is only used for the personal business of the employee and/or their spouse.

25.2 Inclement Weather

If the Employer sends any employee home due to inclement weather or power outage, the employees will be sent home without loss of pay for the remainder of that days' scheduled shift.

25.3 Union Insignia

A union member shall have the right to wear the recognized insignia of the Union (a pin). Additionally, the Union agrees to furnish, to the Employer, one union shop card to be displayed at the entrance to the building used by the public. Such card will remain the property of the Union and shall be surrendered upon demand.

25.4 Student Hire

The parties signatory to this agreement recognize that the Employer, from time to time, may utilize student hires provided available casual employees are not bypassed. Student hires should be treated and be entitled to the same terms and conditions of employment as casual employees, except they shall not accrue seniority and will not have recall rights.

ARTICLE 26 - TERM OF AGREEMENT

26.1 Duration

This agreement shall be binding and remain in effect to midnight June 30, 2024.

26.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after February 28, 2024, but in any event not later than midnight March 31, 2024.
- (b) Where no notice is given by either party prior to March 31, 2024, both parties shall be deemed to have given notice under this article on March 31, 2024, and thereupon Article 26.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Chief Executive Officer.

26.3 Commencement of Bargaining

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

26.4 Change in Agreement

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

26.5 Agreement to Continue in Force

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


26.6 Effective Date of Agreement


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

ARTICLE 27 - PRINTING OF COLLECTIVE AGREEMENT

The Union and the Employer desire every employee to be familiar with the provisions of the agreement, and their rights and obligations under it. For this reason, the Union shall arrange for printing sufficient copies of the agreement, not to exceed 100, for distribution to employees. The cost of such printing shall be borne equally by the parties.

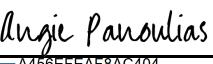
**SIGNED ON BEHALF OF
THE UNION:**

DocuSigned by:

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Stephanie Smith
President

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Danika Boyer
Bargaining Committee Chair

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Kaitlin Fritz
Bargaining Committee Member

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Angie Panoulis
Staff Representative

**SIGNED ON BEHALF OF
THE EMPLOYER:**

DocuSigned by:

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Suzanne Bull
Director of Commercial Credit Risk

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Anna Johnson
Human Resources Manager

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Patricia Sears
HR and Payroll Coordinator

Date: April 11, 2023

LETTER OF UNDERSTANDING 1
Past Benefits

The following benefits will continue for the duration of the collective agreement:

- (1) Canadian Official cheques waived.
- (2) Free personalized cheques and E-transfer for the account covered in Article 25.1 of the collective agreement.
- (3) The interest on a personal loan up to \$50,000 dollars shall be at Canada Revenue Agency prescribed rate for low interest rate loans.
- (4) All employees will be entitled to a mortgage up to \$300,000 dollars for their residence at the Canada Revenue Agency prescribed rate for low interest rate loans. Any unused amounts can be carried over to a subsequent mortgage.
- (5) Loans and mortgages under points 3 and 4 can only be granted in accordance with the Investment and Lending Policy of the Credit Union.

LETTER OF UNDERSTANDING 2
Work of the Bargaining Unit

The two parties agree that it is not the intent of the Employer to assign work to excluded staff that directly results in the layoff of bargaining unit members or directly results in the lack of recall of members of the bargaining unit.

LETTER OF UNDERSTANDING 3
Scheduling of Casual Employees

- (a) Employees will provide the Employer with a window of availability four times per year, which will indicate the days they are available for work. 30 days prior to January 1st, April 1st, July 1st, and October 1st, the employee will provide the Employer, in writing, with the days which they are available for at least 30 days per each quarter (window).
- (b) During the period from the Saturday before July 1st and the Saturday after Labour Day inclusive, the Employer will make every effort to ensure there are at least three casual employees available for work for the Dawson Creek Branch and one casual employee available for the Tumbler Ridge Branch. Additionally, during the period from December 1st to January 4th inclusive, the Employer will make every effort to ensure there are at least three casual employees available for work. As a result of these requirements, the Employer agrees to review its casual employee number periodically.
- (c) Should the employee refuse work, for days which they have indicated they are available, on four occasions in a 12-month period, they shall be removed from the Casual Employee list.
- (d) Employees who are unavailable, in the following circumstances, will not have the refusal or unavailability count as an occurrence referred to in (c) above:
 - (1) *absence on WCB claim; or*
 - (2) *maternity leave, parental leave or adoption leave; or*

- (3) *bereavement or compassionate leave; or*
- (4) *illness (proof of illness may be required if absence is greater than five days); or*
- (5) *illness of, or inability to obtain child care, for a dependent child of a casual employee. Proof of illness or inability to obtain child care may be required if a pattern of consistent absence is developing; or*
- (6) *absence for union leave; or*
- (7) *jury duty; or*
- (8) *legal detention; or*
- (9) *medical or dental appointments.*

(e) Should the Employer not be able to secure coverage for absences, they shall have the right to force the junior employee(s) to report for work.

LETTER OF UNDERSTANDING 4 Tumbler Ridge Branch Benefits

The parties signatory to this agreement agree that during the reduction in hours of operation of the Tumbler Ridge branch, the employees working 15 hours per week will be entitled to the following benefits:

- Wage rate as per Appendix A2 - Part-time Employees Who Work 20 Hours or Greater Per Week.
- Medical Services Plan of British Columbia Employer Paid
- Extended Health Care Plan Employer Paid
- Dental Plan: 100% Plan A/75% Plan B/50% Plan C Employer Paid
- Employee and Family Assistance Employer Paid
- Article 16 - Annual Vacation (prorated as per hours worked)
- Article 22.1 (d) - Health Spending Account
- Letter of Understanding 1 - Past Benefits
- Employees are entitled to five paid sicked days and three unpaid sick days as per the *Employment Standards Act*

The Tumbler Ridge branch employees working 15 hours per week will not be entitled to:

- Article 17 - Illness and Injury Leave
- Article 18 - Leaves of Absence (except Article 18.5 - General Leave)
- Short-term and Long-term Disability

In the event the employees of Tumbler Ridge branch have their permanent hours increased to 20 hours per week or more, this Letter of Understanding becomes null and void and the employees will follow the provisions of the collective agreement.

LETTER OF UNDERSTANDING 5
T4 Benefit for Northern Travel Allowance

It is agreed by both the Employer and the Union that the Employer will provide, at no wage or monetary increase to the employee, an annual T4 benefit for northern travel allowance in the amount of 2% of the employee's annual gross salary per year for income tax purposes. The benefit will commence July 1, 2019. This benefit continuance is subject to current appropriate federal and/or provincial income tax legislation and conditions.

APPENDIX 1
Classifications

GROUP 1	Deposit Service Representative (Dawson Creek - includes casuals)
GROUP 2	Receptionist (Dawson Creek) Deposit Service Representative (Tumbler Ridge) Cash Custodian (Dawson Creek)
GROUP 3	Member Services Representative (Dawson Creek)
GROUP 4	Administrative Associate (Dawson Creek) Financial Services Officer I Commercial Services Officer (Dawson Creek) Member Services Associate (Dawson Creek) Loans Administration (Dawson Creek) Risk and Compliance Specialist Centralized Administrative Associate
GROUP 5	Financial Services Officer II Commercial Account and Delinquency Clerk (Dawson Creek) IT & Database Analyst
GROUP 6	Financial Services Officer III
GROUP 7	Commercial Account Officer (Dawson Creek) Senior Financial Accountant (Dawson Creek)

APPENDIX A1
Wage Schedule - Regular Full-Time Employees

Any retroactive monies will only be paid to employees on the payroll as of the date of the ratification of the collective agreement by both the Employer and the BCGEU.

The Cost of Living Clause set out in the current collective agreement will apply in the last year of the collective agreement and will "*trigger*" at 4%.

Effective July 1, 2022 all current wage rates will be increased by 5%

Group	Start	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.
Trainee	3,893						
Group 1	4,160	4,246	4,332	4,419	4,507	4,597	4,686
Group 2	4,269	4,363	4,458	4,548	4,639	4,731	4,825
Group 3	4,385	4,481	4,583	4,673	4,771	4,867	4,964
Group 4	4,696	4,801	4,906	5,012	5,117	5,222	5,329
Group 5	5,319	5,440	5,560	5,678	5,796	5,912	6,030
Group 6	5,799	5,928	6,059	6,192	6,318	6,444	6,572
Group 7	6,483	6,615	6,749	6,885	7,017	7,153	7,286

Effective July 1, 2023 all current wage rates will be increased by a further 3%

Group	Start	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.
Trainee	4,010						
Group 1	4,285	4,373	4,462	4,552	4,642	4,735	4,827
Group 2	4,397	4,494	4,592	4,684	4,778	4,873	4,970
Group 3	4,517	4,615	4,720	4,813	4,914	5,013	5,113
Group 4	4,837	4,945	5,053	5,162	5,271	5,379	5,489
Group 5	5,479	5,603	5,727	5,848	5,970	6,089	6,211
Group 6	5,973	6,106	6,241	6,378	6,508	6,637	6,769
Group 7	6,677	6,813	6,951	7,092	7,228	7,368	7,505

TRAINEE - For new employees without job related experience. Employee moves to Group 1 start on completion of probation and to six-month step after three months at start rate.

Additionally, for every percentage that the Consumer Price Index (Vancouver) between June 30, 2023 (midnight) and June 30, 2024 (cumulative) exceeds 4%, the equivalent percentage increase, converted to cents per hour, shall be applied to the wage scale, retroactive to July 1, 2023.

APPENDIX A2 Wage Schedule - Part-Time Employees

Part-Time Employees Who Work 20 Hours or Greater Per Week

Any retroactive monies will only be paid to employees on the payroll as of the date of the ratification of the collective agreement by both the Employer and the BCGEU.

The Cost of Living Clause set out in the current collective agreement will apply in the last year of the collective agreement and will "trigger" at 4%.

Effective July 1, 2022 all current wage rates will be increased by 5%

Group	Start	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.
Trainee	23.94						
Group 1	25.61	26.12	26.67	27.20	27.74	28.30	28.83
Group 2	26.27	26.85	27.42	27.98	28.52	29.12	29.68
Group 3	26.95	27.56	28.22	28.79	29.36	29.95	30.58
Group 4	28.90	29.56	30.19	30.85	31.48	32.16	32.83
Group 5	31.48	32.16	32.89	33.60	34.32	34.68	35.67

Effective July 1, 2023 all current wage rates will be increased by a further 3%

Group	Start	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.
Trainee	24.66						
Group 1	26.38	26.91	27.47	28.01	28.57	29.15	29.70
Group 2	27.06	27.65	28.24	28.82	29.37	29.99	30.57
Group 3	27.76	28.39	29.07	29.65	30.24	30.84	31.49
Group 4	29.76	30.44	31.09	31.77	32.42	33.13	33.82
Group 5	32.42	33.13	33.87	34.61	35.35	35.72	36.74

TRAINEE - For new employees without job related experience. Employee moves to Group 1 start on completion of probation and to 6-month step after three months at start rate.

Additionally, for every percentage that the Consumer Price Index (Vancouver) between June 30, 2023 (midnight) and June 30, 2024 (cumulative) exceeds 4%, the equivalent percentage increase, converted to cents per hour, shall be applied to the wage scale, retroactive to July 1, 2023.

Part-Time Employees Who Work Less Than 20 Hours Per Week

Any retroactive monies will only be paid to employees on the payroll as of the date of ratification of the collective agreement by both the Employer and the BCGEU.

The Cost of Living Clause set out in the current collective agreement will apply in the last year of the collective agreement and will "trigger" at 4%.

Effective July 1, 2022 all current wage rates will be increased by 5%

Group	Start	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.
Trainee	26.32						
Group 1	28.16	28.74	29.31	29.91	30.54	31.13	31.71
Group 2	28.92	29.56	30.17	30.78	31.40	32.04	32.66
Group 3	29.67	30.32	31.01	31.65	32.32	32.95	33.63
Group 4	31.77	32.47	33.21	33.93	34.64	35.37	36.08
Group 5	34.64	35.42	36.15	36.97	37.74	38.51	39.26

Effective July 1, 2023 all current wage rates will be increased by a further 3%

Group	Start	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.
Trainee	27.11						
Group 1	29.01	29.60	30.18	30.81	31.46	32.07	32.66
Group 2	29.78	30.44	31.07	31.70	32.34	33.00	33.63
Group 3	30.56	31.23	31.94	32.60	33.29	33.94	34.64
Group 4	32.73	33.44	34.21	34.94	35.68	36.44	37.16
Group 5	35.68	36.48	37.24	38.08	38.87	39.67	40.44

TRAINEE - For new employees without job related experience. Employee moves to Group 1 start on completion of probation and to six-month step after three months at start rate.

Additionally, for every percentage that the Consumer Price Index (Vancouver) between June 30, 2023 (midnight) and June 30, 2024 (cumulative) exceeds four percent (4%), the equivalent percentage increase, converted to cents per hour, shall be applied to the wage scale, retroactive to July 1, 2023.

APPENDIX A3
Wage Schedule - Casual Employees

Any retroactive monies will only be paid to employees on the payroll as of the date of the ratification of the collective agreement by both the Employer and the BCGEU.

The Cost-of-Living Clause set out in the current collective agreement will apply in the last year of the collective agreement and will "trigger" at 4%.

Effective July 1, 2022 all current wage rates will be increased by 5%

Group	Start	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.
Trainee	24.93						
Group 1	26.63	27.18	27.73	28.30	28.88	29.42	29.98
Group 2	27.33	27.93	28.51	29.10	29.68	30.28	30.88
Group 3	28.06	28.67	29.32	29.91	30.54	31.14	31.78
Group 4	30.06	30.72	31.42	32.06	32.74	33.44	34.09
Group 5	32.74	33.52	34.19	34.92	35.67	36.40	37.11

Effective July 1, 2023 all current wage rates will be increased by a further 3%

Group	Start	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.
Trainee	25.67						
Group 1	27.43	28.00	28.56	29.15	29.74	30.30	30.88
Group 2	28.15	28.77	29.36	29.97	30.57	31.19	31.81
Group 3	28.90	29.52	30.20	30.81	31.46	32.08	32.74
Group 4	30.96	31.64	32.36	33.02	33.72	34.45	35.12
Group 5	33.72	34.52	35.21	35.97	36.74	37.50	38.22

TRAINEE - For new employees without job related experience. Employee moves to Group 1 start on completion of probation and to six month step after three months at start rate.

- Additionally, for every percentage that the Consumer Price Index (Vancouver) between June 30, 2023 (midnight) and June 30, 2024 (cumulative) exceeds 4%, the equivalent percentage increase, converted to cents per hour, shall be applied to the wage scale, retroactive to July 1, 2023.
- These rates include 4% Vacation Pay.
- Casual employees shall receive an additional 75¢ per hour, pursuant to Article 22.2.
- Casual employees shall progress through the step increments, based on equivalent hours worked compared to the 6, 12, 18, 24, 30 and 36 month steps.
- For the purpose of calculating, the following shall be used:

975 hours worked	=	6 months
1950 hours worked	=	12 months
- All wage rates will be shown hourly, calculation will be based on previous formula, and new wage rates (Appendix A)

Formula: Regular Monthly Rate x 12 ÷ 1950 x 1.04% = Casual Hourly Rate

**APPENDIX B
List of Arbitrators**

The rotation of arbitrators is as follows:

James Dorsey
Joan Gordon
Colin Taylor
Kate Young

MoveUp
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