
COLLECTIVE AGREEMENT

BETWEEN



UNITED STEELWORKERS LOCAL 1-405

AND

EAST KOOTENAY COMMUNITY CREDIT UNION

Effective April 1, 2015 – Expires March 31, 2020

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COLLECTIVE AGREEMENT

BETWEEN

EAST KOOTENAY COMMUNITY CREDIT UNION
(HEREINAFTER KNOWN AS THE "CREDIT UNION")

AND

UNITED STEELWORKERS LOCAL 1-405
(HEREINAFTER KNOWN AS THE "UNION")

PREAMBLE:

Recognizing the common dependence of the Credit Union and of its employees upon the success of the business as a whole, the Parties to this Agreement support the mutual objectives of continuous and efficient performance of valuable service to the Credit Union members, within the terms and conditions of this Agreement, and jointly promote the goodwill between the Parties that is necessary to the achievement of these objectives.

WHEREAS it is the intent and the purpose of the Parties hereto that this Agreement will promote and improve labour and economic relationships between the employees and the Credit Union and to set forth herein the basic Agreement covering rates of pay, hours of work, conditions of employment to be observed and to ensure prompt and equitable disposition of any grievances which may arise between the Parties hereto, AND

WHEREAS the Credit Union accepts responsibility to observe each and all provisions and conditions of the Agreement, and to promote orderly and peaceful relations with the employees, AND

WHEREAS the Union accepts responsibility to observe each and all provisions and conditions of the Agreement, and to promote orderly and peaceful relations with the Credit Union.

The Credit Union and the Union agree that under this Collective Agreement there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee.

NOW THEREFORE the Parties hereto mutually agree as follows:

ARTICLE 1 – RECOGNITION OF BARGAINING AGENCY AND JURISDICTION

1.01 Employee Definition

- a) The term "employees" as used in this Agreement means all those employees at East Kootenay Community Credit Union, Cranbrook, Elkford and Fernie, BC employed in the classifications listed in Appendix "A".

1.02 Bargaining Agency

- a) The Credit Union recognizes the Union as the sole collective bargaining agency of the employees of the Credit Union as set out in the Certificate of Bargaining Authority and the Credit Union will continue to so recognize the Union as long as the Union retains its rights to conduct collective bargaining on behalf of such employees under the law.

1.03 Work Jurisdiction

- a) Where any situation arises where either the Credit Union or the Union wishes to obtain a clarification of the status of an employee pertaining to their being within or outside of the bargaining unit, the matter shall be the subject of discussion between the Parties. In any instance regarding the above, the Credit Union and the Union may either jointly or singularly apply to the Labour Relations Board for a decision in any particular case or cases.

1.04 Non Discrimination/Harassment

- a) **The employer will make its Harassment/Discrimination policy accessible to all employees. This policy will be in compliance with the BC Human Rights Code.**

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

- a) The Union recognizes and acknowledges that the management of the operation and direction of the working force are the undisputed right of the Credit Union and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Credit Union to:
1. operate and maintain its business in all respects in accordance with its commitments and responsibilities;
 2. hire, promote, demote, classify, transfer, suspend, and rehire employees;
 3. discipline or discharge any employee with seniority for just and sufficient cause;
 4. develop, enforce and alter, from time to time, rules and regulations to be observed by the employees; which rules and regulations shall not be inconsistent with the provisions of this Agreement;
 5. determine and exercise all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a clause of this Agreement;

ARTICLE 3 – UNION SECURITY

3.01 Co-operation

- a) The Credit Union and the Union agree to cooperate in administering the policies and processes as set out in this Article.

3.02 Union Shop

- a) All employees shall, become members of the Union **after entering employment**, and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

3.03 Maintenance of Membership

- a) Any employee who is a member in good standing, or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement.

3.04 Discharge of Non-Members

- a) Notwithstanding anything contained in the foregoing Sections 3.02 and 3.03 of this Article, no employee shall be subject to discharge except for refusal to pay Union dues and in accordance with the Labour Relations Code. If an employee fails to pay Union dues within seven (7) days after the Credit Union and employee have been notified by the Union of the employee's delinquency, such employee shall be discharged forthwith by the Credit Union.

3.05 Union Refusal of Membership

- a) Any employee who applies to join the Union pursuant to the provisions herein and whose application is rejected by the Union, shall not be subject to discharge from employment for non-membership.

3.06 Check-off

- a) The Credit Union shall require all new employees at the time of hire to authorize the deduction from their salary, Union Initiation Fees, monthly dues and assessments approved by the Union **and in accordance with the Labour Relations Code**. Such authorization shall be in duplicate on forms provided by the Union. The assignment shall become effective thirty (30) calendar days from the date of execution.
- b) The Credit Union shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named herein not less than once each month, with a written statement of names

of the employees from whom the deductions were made and the amount of each deduction.

3.07 Financial Responsibility

- a) Notwithstanding any provisions contained in this Article, there shall be no financial responsibility on the part of the Credit Union for fees, dues, or assessments of an employee unless there are sufficient unpaid wages of that employee in which the Credit Union is able to legally forward to the Union.

3.08 New Employees

- a) New employees shall be advised, within one (1) week of their first day of work, the names and location of the Office Committee members who will provide the employee with a copy of the Collective Agreement, a list of Safety Committee members and any other pertinent Union information. One (1) Office Committee member shall be permitted approximately one-half hour (1/2) for an orientation with new employees.

ARTICLE 4 – COMMITTEES

4.01 Representation

- a) For the purpose of this Agreement, when the word "committee" is used it shall mean Union and/or Safety Committee, members of which are appointed by the Union.

4.02 Composition

- a) The Committee shall consist of not more than six (6) employees who have completed their probationary period of employment who are members of the Union and they shall be selected wherever possible, on a departmental basis.

4.03 Notification

- a) The Union will, within thirty (30) days from the date of this Agreement, notify the Credit Union in writing of the members on the Committee. The Union, or Committee will inform the Credit Union in writing when any member change takes place on the Committee. No member of the Committee will be recognized by the Credit Union unless the above procedure is carried out.
- b) The Union agrees to advise the Credit Union, in writing, of the names of the persons who have the authority to sign Agreements on behalf of the Local Union.

4.04 Authority

- a) Members of the Union Committee shall meet with the Credit Union's appointees to attempt to resolve any problems that might arise and that may be foreseen. This Committee however, shall not make any decisions that are binding upon the Local Union as a whole without the approval of the Local Union. It shall not violate or change this Agreement in any way.
- b) The Union Committee by mutual agreement with the Management Committee will be responsible for a Joint Training Fund. The Credit Union agrees to fund a combined union/management labour relations training to a maximum of \$7,500 every two years.

The course content and facilitation will be agreed to by both parties prior to the expenditure of the funds.

4.05 Obligations

- a) Union Committee members will not absent themselves from their regular work to investigate serious or emergent issues without first obtaining permission of their supervisor. When resuming their regular work they will notify their supervisor. Permission shall not be unreasonably withheld.

4.06 Payment of Office Committee

- a) Time spent in investigating and settling disputes by employees delegated by the Union for that purpose during their regular working hours shall be considered as time worked; and payment shall be on the basis of straight time.

4.07 Labour/Management Meeting

The Union Committee shall meet with the Employer as follows:

1. Meet on a **monthly** basis **if required**.
2. Review issues that may arise concerning the application and operation of the Collective Agreement.
3. Identify, discuss and review rules and policies that will enhance that application and operation within the workplace.
4. Minutes shall be kept as a record of the matters discussed during these meetings and posted.
5. Where it is agreed between the Parties that there are no issues it will not be necessary to convene the monthly meeting.
6. These meetings will be at the employee's regular rate of pay for all hours.
7. The makeup of the Committee will be an equal number appointed by the Union and the Credit Union.
8. As per the terms of Reference, which may be found on the intranet or the bulletin board, which will be reviewed annually.

4.08 Union Access

- a) Official Union representatives shall request and be granted access to the Credit Union's premises, subject to operational requirements, for the purpose of this Agreement.

ARTICLE 5 – HEALTH AND SAFETY

5.01 Obligation of Parties

- a) The Credit Union shall continue to make provisions for the health and safety of employees. The Credit Union and the Union, recognizing the benefits to be gained for a safe and healthy place of employment agree that they shall cooperate in continuing and improving the measures now in effect for the prevention of accidents and the elimination of health hazards. The Credit Union and the Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility among their respective members.

5.02 Joint Health and Safety Committee

- a) The Credit Union and the Union shall establish a Joint Health and Safety Committee. The Committee shall consist of not more than two (2) members appointed by the Union and not more than two (2) members appointed by the Credit Union, unless the Credit Union and Union mutually agree that a greater or lesser number of members are necessary in certain situations for the more efficient functioning of the Committee.

5.03 Joint Health and Safety Committee Meeting

- a) The Joint Health and Safety Committee shall meet monthly or less frequently as required, with a senior Credit Union official or officials designated by the Credit Union at the Operation to review recommendations contained in inspection reports with special attention to repeat items and to discuss other matters pertaining to accident prevention and health which may be raised by the Committee.
- b) Wherever possible the Union or Credit Union Chairperson shall give their counterpart forty-eight (48) hours' notice prior to the meeting of any new business to be discussed that is not specifically covered in inspection reports. Such notice shall not include weekends or statutory holidays.

5.04 Representative Pay

- a) Time spent by employees in performance of their duties as safety representatives shall be paid by the Credit Union at straight time rates.
- b) Safety Committee members will not absent themselves from their regular work to investigate serious safety concerns and/or present these concerns to the Credit Union without first obtaining permission of their supervisor. Permission shall not be unreasonably withheld. When resuming their regular work they will notify their supervisor.

5.05 Pay for Injured Workers

- a) An employee who is injured on the job and is unable to continue working will have their normal pay maintained for the balance of the employees work day on the day of the injury.

5.06 Disabled Employee Alternatives

- a) Where an employee has been partially disabled as a result of an "accident or industrial disease" within the meaning of the Workers' Compensation Act, incurred in the course of his/her employment with the Credit Union, the Parties agree, **with the consent of the Employee**, to discuss alternatives to meaningfully employ that person based on **relevant** medical information and stipulated restrictions. The Credit Union will extend this privilege to an employee who becomes disabled from any other cause when medical information on ability and restrictions becomes available.

5.07 First Aid

- a) The Credit Union agrees to train and maintain a minimum pool of four (4) trained First Aid Attendants to meet the Workers' Compensation Board requirements.
- b) There will be no loss of pay where the course is taken during the employee's regular working hours.
- c) The Credit Union will pay the cost of the course and a One Hundred (\$100.00) Dollar bonus on successful completion. Employees shall be designated on a rotational basis and shall be paid Twenty-Five (\$25.00) Dollars per week when designated.

5.08 Ergonomics

The Credit Union will review all issues of concern related to ergonomics, and will consider ergonomic needs when purchasing new equipment and doing renovations. Areas of concern will be assessed and corrected as soon as possible as per WCB regulations.

ARTICLE 6 – DEFINITION OF EMPLOYEES

6.01 Probationary Period

- a) All employees shall be considered probationary for the first sixty (60) working days of employment. The probationary period is to determine the employee's suitability for employment. This period may be extended by mutual agreement between the Credit Union and the employee. Written notice shall be given to each employee advising them of completion of their probationary period.
- b) For the purpose of this provision, a partial day shall be considered as a day worked.
- c) Upon completion of the probationary period, Full Time and Part Time employees shall be regarded as regular employees and shall then be entitled to seniority dated from the date of hire.

6.02 Regular Full Time Employee

- a) Regular Full Time employees are defined as those individuals hired as full time, and regularly scheduled to work a minimum of thirty-seven (37) hours in the work week.

6.03 Regular Part Time Employee

- a) Regular Part Time employees are defined as those individuals hired as such, and regularly scheduled less than thirty-seven (37) hours in the work week. Preference will be given to Part Time employees over Casual employees for all available work.

6.04 Casual Employee

- a)
 - (i) Casual employees are defined as those individuals who do not hold a regular position. Casuals are assigned for less than twenty (20) consecutive working days for relief and/or short term business requirements, vacations, illness, Leave of Absence and peak workload periods.
 - (ii) Peak workload periods is defined as work of a project nature or work that is not regularly performed on a monthly basis.
- b) Casual Call In – Casual employees, based on seniority, may exercise their right to last call privilege (“call me last”). It is understood that the Credit Union shall have a casual(s) available to perform the work. Casuals will continue to schedule vacation time based on years of service under the vacation scheduling system. The Credit Union will make its best efforts to accommodate casuals for

scheduled medical procedures and appointments. Employees who have committed to work casual hours and/or to provide coverage for short term situations must work those shifts, unless changes are mutually agreed to.

- c) Casuals shall be called for work assignments according to the following:
1. A seniority by date of hire list, calculated in hours worked, will be created and updated every four (4) months. Casuals shall have seniority relative only to other Casual employees.
 2. A Casual employee's seniority shall be applied when calling them to work.
 3. The Casual employee must be qualified and competent to perform the work assignment.
 4. Casuals must ensure the Credit Union has a current phone number and the employee must confirm their acceptance of the assignment in a reasonable period of time prior to the commencement of the shift.
 5. Overlapping shifts for casual employees are appropriate in instances where the casual employee(s) is relieving for a part time employee and for peak workload periods.
 6. In the case of a reduction of the workforce casual employees, working temporary positions, shall be laid off before regular employees.
 7. Casual employees may apply for all vacant positions.
- d) Casual Pool - Casual employees will be given the opportunity to work between branches on a voluntary basis as per the Casual Call In procedure. Employees will accrue casual hours in their home branch.

ARTICLE 7 – WAGES

7.01 Salaries

- a) Appendix "A" of this Agreement shall form part hereof and be binding upon the Parties hereto. The Credit Union will pay wages in accordance with the Provincial Regulations and furnish each employee with an itemized statement of earnings and deductions.
- b)
 - April 1, **2015** - **1.75%** increase for all Employees
 - April 1, **2016** - **1.75%** increase for all Employees
 - April 1, **2017** - **1.75%** increase for all Employees
 - April 1, **2018** - **2%** increase for all Employees
 - April 1, 2019** - **2%** increase for all Employees

The 1.75% in the first year is retroactive to April 1, 2015 and to be paid on a separate cheque on the first pay period following ratification.

- c) Employees shall be paid bi-weekly.
- d) Regular Full Time, Part Time and Casual employees shall be paid in accordance with the salary schedule for their classification as specified in Appendix "A" of this Agreement. The steps in the salary range are the minimum amounts to be paid to an employee in accordance with Section 7.02 of this Article and shall not be construed to mean an employee may not be advanced to the next step in the salary range before having the required service.
- e) Humanity Fund

The Employer shall deduct one cent (.01) per hour on a monthly basis on behalf of all employees in the bargaining unit for all straight time hours per week and forward to United Steelworkers National Office, #800 - 234 Eglinton Ave. East, Toronto ON M4P 1K7 and to advise in writing to both the Humanity Fund at the aforementioned address and the Local Union that payment has been made, the amount of such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made.

- ii) Payment Frequency. This shall be deducted from each bargaining unit members' paycheque and submitted annually.

7.02 Promotional Increase Salary Progression , Full Time, Part Time and Casuals

- a) Upon promotion, an employee will receive the rate for the classification as established in Appendix "A" of this Agreement that moves an employee to the

step in the range that results in a salary which is higher than their previous salary.

1. Effective date of ratification, any employee substituting for three (3) hours or longer shall be paid at the higher rate from the commencement of the assignment at the higher grade at a step in the range that results in a higher rate of pay.
 2. An employee assigned by the Credit Union to a lower classification will maintain their regular rate of pay. This does not apply to posting into a lower classification.
- b) Regular Full Time, Part Time and Casual employees shall progress to each succeeding salary step for their job classification, in accordance with the service required, as follows:
1. Step 1 - twelve (12) months.
 2. Step 2 – twenty-four (24) months
 3. Step 3 – thirty six (36) months
- c) Regular Part Time and Casual employees shall progress on the basis of hours worked (i.e., 1924 hours/year, 160.3 hours/month)
- d) an employee placed on a step in their regular salary range at a point higher than they would qualify for length of service on being hired, or promoted, shall move to the next step in their salary range as per a), b) and c) above.
- e) An employee receiving a posting into a lower paying position will move into that job grade in the range which results in a salary lower than their previous salary.
- f) Part Time Regular and/or Casual employees becoming Full Time shall be placed on their current step progression according to their hours of service.

7.03 Direct Deposit

- a) Each employee will be paid by direct deposit with the East Kootenay Community Credit Union to an account of their choice.

7.04 New Classifications

- a) Where a new job classification is created the Credit Union will set a rate and advise the Union. The Credit Union and the Union will discuss the job title and the new rate and if not in agreement with the new rate, the rate shall be, by written submission, referred to expedited arbitration within thirty (30) days. The effective date for the new rate shall be the date the job was created or changed. The job title shall not be subject to arbitration

7.05 Job Descriptions

- a) Job descriptions are written with the intent to set forth the general duties and requirements of the job and the level of skill required and shall not be construed as imposing any restriction on the right of the Credit Union to create a new job or to assign duties to employees other than those specifically mentioned in job descriptions, provided always that if the assignment of such duties changes the job content sufficiently to justify a review of the job rate, the Credit Union will set a rate and advise the Union. The Credit Union and the Union will discuss the new rate and if not in agreement the matter shall be, by written submission, referred to expedited arbitration within thirty (30) days. The effective date for the new rate shall be the date the job was created or changed.
- b) Job descriptions will be reviewed by the employee, union representative and their supervisor when changes to the position are made.
- c) All job descriptions will be posted on the intranet.

7.06 Call Time

- a) An employee reporting for work on the call of the Credit Union shall be paid his/her regular rate of pay for the entire period spent at the place of work in response to the call, within a minimum in any one day of:
 - 1. Two (2) hours pay at the employee's regular rate except when the employee's condition is such that he/she is not competent to perform his/her duties or he/she has failed to comply with the accident prevention regulations of the Workers' Compensation Board; and
 - 2. if the employee commences work, four (4) hours pay at his/her regular rate, except where his/her work is suspended because of inclement weather or other reasons completely beyond the control of the Credit Union,
 - 3. this provision does not prevent a specific job posting for less than four (4) hours or scheduling Casuals for less than four (4) hours.

7.07 Call Back

- a) Employees called back to work after leaving the Credit Union premises at the end of their shift will be paid a minimum of two (2) hours at the appropriate over time rate. The employee will perform whatever duties are assigned. This clause does not apply to employees asked to remain at the end of their shift.

7.08 In- Charge Premium

In absence of all on-site management employees, the most senior employee or the employee in the most senior position within the branch or department who is willing and capable to relieve will be designated to be "in charge". The employee

shall be paid an additional \$0.75/hour for each hour that he/she is designated as being in “in charge”. The person designated “in charge” is responsible for opening and closing the building, taking care of the premises, security and direction of other employees.

ARTICLE 8 – HOURS OF WORK AND OVERTIME

8.01 Work Week

- a) An employee's regular scheduled work week shall average not more than thirty seven (37) hours. The "week" means the period between Monday to Saturday inclusive.

8.02 Work Day Duration

- a) The regular work day shall not be more than eight (8) hours of work at the employee's designated working place between the hours of 7:00 am and 9:30 pm.
- b) If the Employer intends to make changes in the regular work day or a change in the scheduling of the work week beyond the current hours of operation, the Employer will provide the Union with 60 days notice of such changes prior to implementation.

Any new positions arising out of a change in a regular work day or a change in the work week beyond the current hours of operation will be posted. Employees so affected by the change will be given the option of applying to the newly created vacancy or applying their seniority rights.

8.03 Credit Union Operations Schedule

- a) The Union recognizes that the Credit Union currently operates their business on a five (5) day week.
- b) Where a six (6) day work week operation is to be implemented, the Credit Union agrees to provide sixty (60) working days notice and to enter discussions with the Union to attempt to resolve necessary contract language changes.
- c) Employees shall be scheduled two (2) consecutive days off per week.
- d) By mutual agreement, of employee and Credit Union, less than the two (2) consecutive days off can be rescheduled in order to accommodate training opportunities and peak workload periods. The Credit Union will give as much notice as possible.
- e) The Credit Union shall post the proposed work schedule for each upcoming month not less than two (2) days prior to the end of the preceding month.

8.04 Overtime Authorization

- a) Overtime work by an employee must be authorized by the Credit Union prior to working the overtime. Payment of overtime rates shall be governed by the provisions set out below. Scheduled overtime will be distributed as equally as possible among qualified employees, and will be worked on a voluntary basis, unless no employee is available, in which case the most junior qualified employee will be assigned.

8.05 Overtime Rates

- a) Work in excess of the normal hours of work as defined in Article 8 above, will receive payment at:
1. except as provided in paragraph 2, one and one-half (1 ½) times his/her regular wage for all hours or portions thereof in excess of:
 - (i) scheduled hours in a day, and
 - (ii) thirty-seven (37) hours in a week, but excluding from the calculation hours worked in excess of (i) in a day, and
 2. double the regular wage for all hours worked or portions thereof in excess of:
 - (i) two (2) hours overtime in a day, and
 - (ii) forty-five (45) hours in a week, but excluding from the calculation hours worked in excess of 1 (i) in a day.
 3. Overtime - Excess Hours on Saturday - Time worked on a Saturday in excess of the regular hours as per Article 8.01(a) shall be paid for at one and a half (1.5) times the employee's straight time hourly rate for the first two (2) hours and two (2) times thereafter.
 4. Meal Break Overtime - Where an employee is scheduled and is required to forego all or part of his/her meal period at the request of the Credit Union and is unable to reschedule his/her meal period, such time will be paid at one and a half (1.5).
 5. Overtime Regular Day Off - Time worked by an employee, at the request of the Credit Union, on an employee's scheduled day off as per Article 8.01(a) shall be paid for at one and a half (1.5) times the employee's straight time hourly rate.

6. Overtime Sunday - Time worked on a Sunday shall be paid for at one and a half (1.5) times the employee's straight time hourly rate.
7. Employees required to work a Statutory Holiday will be paid at time and one half (1.5), plus an additional day off with pay, in accordance with the Employment Standards Act.
8. Education Courses - If there is no mutual agreement under Article 8.03, all employees attending education courses at the Credit Union's request shall be compensated for hours beyond the normal work week at one and one-half (1.5) times the employees rate of pay for the number of hours in attendance at courses. Travel time under Article 8.03 and 8.05 is during regular working hours, straight time pay if outside regular working hours or equal time off with pay.
9. For the purposes for computing overtime on a casual and part time employee's "scheduled" days off, scheduled shall mean the same days as a full time employee.

8.06 Overtime Due to Schedule Changes

- a) Where the Credit Union changes a regular Full Time or Part Time employee's work schedule during a work period and gives less than one (1) days notice, and requires the employee to work, the employee shall be paid overtime rates for the first shift worked of the changed schedule, except where the schedule is changed due to an employee returning to work from illness, injury or leave of absence.
- b) Part time and casual employees may have their scheduled hours increased to the daily operational hours of a full time employee without overtime premiums, as per Sections 6.03 and 6.04, providing this does not result in the part time or casual employee working more than thirty seven (37) hours in the week.

8.07 Emergency Changes in Schedule

- a) Any employee reporting to work without having been notified previously by the Credit Union not to report will be given a minimum of four (4) hours work. If no work is available the employee will receive a minimum of four (4) hours pay. This provision will not apply when:
 1. Lack of work is due to fire, flood, power failure or some other cause clearly beyond the control of the Credit Union,
 2. The employee has failed to notify the Credit Union of his/her present address and telephone number on the forms supplied by the Credit Union.

8.08 ATM Call-Out

- a) Qualified employees will be called out according to their seniority on the call out list. For each call-out the employee will be paid seventy-five (\$75.00) Dollars.

8.09 No Pyramiding or Compounding of Premiums

- a) Under no circumstance shall there be pyramiding or compounding of premiums.

ARTICLE 9 – REST PERIODS

9.01 Rest Periods

- a) Employees will be granted, subject to operational requirements, scheduled rest periods in accordance with the following schedule:
 - 1. Five (5) hours or less - one (1) fifteen (15) minute rest period,
 - 2. More than five (5) hours - two (2) fifteen (15) minute rest periods or one (1) thirty (30) minute rest period by mutual agreement between the parties.

9.02 Meal Breaks

- a) Meal breaks shall be scheduled for shifts greater than five (5) hours.
- b) Meal breaks are not part of the employee's assigned hours of work and as such the meal breaks shall not be paid for by the Credit Union. The Credit Union will ensure the meal break is taken at such time that will not result in the employee working longer than five (5) consecutive hours without a meal break. Except for Fridays the current practice of lunch breaks between 11 am - 1 pm may continue by mutual agreement.
 - 1. Meal breaks will be one (1) hour duration Monday through Friday,
 - 2. The Saturday meal break will be one-half (.5) hour.
- c) Employees scheduled for shifts between five (5) and eight (8) hours may reduce their meal break to one ½ hour by mutual agreement subject to operational requirements.

9.03 Rest Period Location

- a) **If an employee chooses to take their rest break within the Credit Union**, all rest periods shall be taken in the Credit Union lunchroom or other area as approved, subject to operational requirements, by the Credit Union.

ARTICLE 10 – STATUTORY HOLIDAYS

10.01 Statutory Holidays

- a) The Credit Union agrees to provide all Full Time employees the following statutory holidays:

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

And any other day that may be declared a legal holiday by the Provincial, Civic and/or Federal Governments.

- b) To be eligible for Statutory Holiday Benefits an employee must be employed for 30 calendar days.

10.02 Statutory Holiday on a Scheduled Day Off

- a) While observing a five (5) day operating schedule, if one of the statutory holidays listed in 10.01(a) above falls on a day which is not a regular working day, the previous Saturday shall be observed as the holiday. If requested by either Party a day other than the previous Saturday may be observed as the holiday at a mutually agreed time. The Christmas Holiday schedule is to be discussed between the Parties and agreed to by October 1 of each calendar year.
- b) Pay for the statutory holiday will be the employees regularly scheduled hours for the day the holiday is taken.
- c) Employees required to work a Statutory Holiday will be paid at time and one-half (1.5), plus an additional day off with pay, in accordance with the Employment Standards Act.
- d) If a statutory holiday occurs during the employee's vacation as provided in Article 14, and if the employee would normally have been paid for the statutory holiday had they not been on vacation, such employee shall be given an additional day of vacation with pay for each such statutory holiday occurring during the vacation.

10.03 Stat Pay for Part Time and Casuals

- a) Regular Part Time and Casual employees shall have statutory holidays prorated in accordance with their hours relative to a full work week.

ARTICLE 11 – VACATIONS

11.01 Vacation With Pay

- a) Employees are entitled to annual vacation and annual vacation pay according to their completed years of consecutive service. The vacation year shall be January 1st to December 31st. After December 31st of their first year of employment, employees will be considered to have completed their first year of service. This is counted as the first year when calculating their vacation with pay entitlement.
- b) Annual vacations are awarded to the employee prior to their being earned. Where an employee terminates or is terminated prior to the end of the vacation year and the employee has taken vacation in excess of the amount earned, the Credit Union shall recover pay for the unearned vacation taken.
- c) Full Time employee's vacation entitlement and vacation pay shall be calculated according to their completed years of consecutive service, governed by a common anniversary date of January 1st. Part Time employees shall have their vacation entitlement calculated according to their completed years of consecutive service, but their vacation pay will be prorated accordingly.
- d) Vacation entitlement and vacation pay is pro-rated for new employees.
 - (i) A Full Time employee who has completed their probation period shall be entitled to vacation and vacation pay prorated according to the number of months of full service in their first year.
 - (ii) A Part Time employee who has completed their probation period shall be entitled to vacation and vacation pay prorated according to the ratio of their scheduled hours to the average monthly full time hours in their first year.
 - (iii) After December 31st of their first year of employment, employees will be considered to have completed their first year of service.
- e) A Part Time employee becoming Full Time will retain their vacation entitlement. Vacation pay will be prorated according to their full months Part Time service and the portion of Full Time service in the year of the status change. Thereafter, the new Full Time employee shall have their vacation entitlement and vacation pay calculated as any regular Full Time employee.

11.02 Vacation Entitlement

- a) Vacations with pay entitlement shall be based on completed years of service, as per the current practice, as follows:

Completed Years of Service	Annual Paid Vacation (Working Days)	Percentage Equivalency of Hourly Rate
1 year but less than 2 years	10	4
2 years but less than 5 years	15	6
5 years but less than 10 years	20	8
10 years but less than 15 years	25	10
15 years but less than 20 years	30	12
20 years but less than 25 years	35	14
25 years and greater	40	16

11.03 Casual Vacation Pay

- a) Part time and casual employees will have their vacation entitlement and vacation pay on a pro-rated basis in accordance with Section 11.02. (Example: A Part Time employee who is regularly scheduled to work three (3) days per week and has earned ten (10) working days' vacation is entitled to six (6) paid vacation days and four (4) unpaid vacation days which would equal the ten (10) working days.)

11.04 Absence Affecting Vacation Entitlement

- a) If an employee has been absent from work without pay for any reason other than the employee's WCB covered sickness or accident, the periods of vacation with pay, as specified in the above paragraphs, shall be reduced by one twelfth (1/12th), or portion thereof, for each monthly pay period, or portion thereof, by which the employee is absent. Leave of absence for bereavement leave and/or jury duty will not result in a reduction of vacation pay.

11.05 Splitting/Banking of Vacation

- a) Employees entitled to fifteen (15) or more working days' vacation shall, subject to operational requirements, take the vacation to which they are entitled in a minimum of one **(1) week block(s)**.
- b) Employees may, subject to operational requirements, take five (5) days of their vacation in individual days in the current vacation year.
- c) Employees shall be permitted to bank five (5) days from the current vacation year which must be scheduled and taken by April 30th of the following year.

11.06 No Cash In Lieu

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- a) Employees will not be permitted to take cash in lieu of earned vacations or any portion thereof. An exception to this rule will occur only in extenuating circumstances by mutual agreement, or in the case of termination from the Credit Union or retirement.

11.07 Vacation Pay At Termination

- a) An employee who leaves the Credit Union for any reason whatsoever shall receive vacation pay at the appropriate calculation of entitlement in accordance with the employee's years of service as provided for in 11.02. Employees with less than one (1) year of service and Part Time employees will have their vacation entitlement prorated accordingly.

11.08 Scheduling Procedure

- a) By October 1, the Credit Union shall circulate a four (4) month vacation schedule for the period of January 1 to April 30 on which all employees in order of seniority shall book any vacations they may require during this period of time. The schedule shall be completed by October 31 and shall be confirmed by the Credit Union by November 15.

By January 2, the Credit Union shall circulate the second vacation schedule for the period of May 1 to December 31, on which all employees in order of seniority shall book their annual vacations. All scheduling for vacations shall be completed by February 15 and shall be confirmed by the Credit Union by March 1.

For the Elkford & Fernie Branch, the second vacation schedule will be circulated by **February 15** for the period May 1 to December 31, on which all employees in order of seniority shall book their annual vacations. All scheduling for vacations shall be completed before March 31 and shall be confirmed by the Credit Union by April 15.

A senior employee cannot bump anyone if not previously scheduled, as above.

- b) The choice for vacation periods shall be granted by seniority.
- c) Once an employee has made their vacation selection and passed on the schedule no changes will be allowed that would bump (conflict) with a lower senior employee's selection.
- d) Unscheduled vacations for the next month should be approved prior to the monthly work schedule being posted but will be approved with less notice, subject to operational requirements.
- e) Vacation choices may be traded by mutual consent. The Credit Union will not unreasonably withhold the granting of requests.

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- f) **Approved Vacation and all revisions shall be posted and accessible to all staff. This will be done by department, bi-monthly, with a disclaimer that it may not be up to date the employee will be required to check with their manager/supervisor prior to making any arrangements. Only approved vacations will be posted on this schedule.**

11.09 Rescheduling of Vacations

- a) An employee who has scheduled a vacation period and is unable to take it because of sickness or accident or any other unforeseen circumstances may, upon notification to his/her supervisor, postpone such vacation provided that such vacation can be rescheduled within the same vacation year.

ARTICLE 12 – LEAVE OF ABSENCE

12.01 Written Request/Permission

- a) Any employee desiring leave of absence must make a request in writing and obtain said Leave in writing from the Credit Union within twenty (20) working days of the request. A written request shall not be required for bereavement leave.

12.02 Seniority and Vacation Entitlement on Leave of Absence

- a) Leaves under Sections 12.07 Union Business, 12.08 Bereavement Leave, 12.09 Jury Duty, 12.10 Pregnancy, 12.11 Parental, and 12.16 Medical and Dental Leave shall be considered as service with the Credit Union for the purposes of accruing seniority, determining vacation entitlement and calculation of vacation pay.
- b) Leaves under Sections 12.05 Injury or Illness, 12.06 Union Leave, shall be considered as service with the Credit Union for the purposes of accruing seniority, determining vacation entitlement but not vacation pay.
- c) Leaves under Sections 12.13 Public Office and 12.14 General Leave shall be considered for the retention of seniority but not accrual, and considered service for the purpose of determining vacation entitlement but not vacation pay. However, such time spent under 12.06 Union Leave shall not be considered as time worked for any other benefits under this Collective Agreement.

12.03 Benefit Premiums

- a) When an employee is on a leave of absence as provided for under this Article, 12, except sections 12.06, 12.13 and 12.14, the status quo for benefit premium payment shall be maintained by the Credit Union to include injury and illness.

12.04 Return To Work

- a) Employees on leave of absence and/or illness/injury leave for an indeterminate period or employees who wish to return to work prior to the expiration date of leave of absence fixed period, shall give the Credit Union notice of intention to return to work in the following manner:

1. Return from Illness/Injury Notice shall be given as soon as possible but not less than one (1) full working day in advance of the employees return to work. Employees returning from WCB covered accident or illness or extended illness or injury shall give the Credit Union a Doctor's Certificate stating their fitness for return to duties.
2. Return from Leave of Absence Notice shall be given as soon as possible but not less than one (1) week prior to the posting of the next schedule. The Credit Union shall schedule the employee for work as soon as possible, but not later than the next schedule.
3. The Credit Union shall not incur any penalty for accommodating the early return of the employee from the Leave.

12.05 Illness/Injury

- a) Parties can agree to a standard restriction form that Employees can authorize their physician to complete. Any cost will be paid by the Employer.

A reasonable approach will be used, understanding every case is based on the factors involved.

When the employee is absent due to a sickness or injury, the Employer may request relevant medical information.

12.06 Union Leave

- a) Upon written notice of twenty (20) working days, which may be reduced subject to operational requirements, the Credit Union will grant unpaid leaves of absence to employees who are appointed or elected to a Union position for a period up to and including two (2) years. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to their Credit Union to the same or similar position within thirty (30) calendar days after the completion of his/her term of employment with the Union. The Credit Union shall not be required to grant such leave of absence when the number of persons on leave under this Section exceeds one (1) in number.

12.07 Union Business

- a) Upon written notice of five (5) working days, which may be reduced subject to operational requirements, the Credit Union will grant unpaid Leave of Absence to employees who are elected as representatives to attend Union meetings and Union Conventions or as members of any Negotiating Committee of United Steelworkers in order that they may carry out their duties on behalf of the Union.

The Credit Union shall not be required to grant such Leave when the number of employees on leave, or to be on leave, at any one time under this Section exceeds two (2) in number from the Cranbrook branch and one (1) in number from each other branch, provided however that the Credit Union will grant leave to more than two (2) employees from the Cranbrook branch and more than one (1) employee from each other branch, where possible.

- b) **While on Union Leave under this article the Credit Union will pay the associated wages incurred while on leave referred to in Article 12.07 a). The Credit Union will then invoice the union for the wages incurred while on Union Business. The Union will remit payment for said wages forthwith. The current practice invoicing the Union for pension contributions while on leave will continue.**

12.08 Bereavement Leave

- a) Upon completion of **probation**, Regular Full Time and Part Time and Casual (Casuals on their scheduled day) Employees shall be entitled to Bereavement Leave as follows:
1. When death occurs to a parent, spouse or child and step child **or foster child** of an employee's family, the employee will be granted an appropriate leave of absence for which they shall be compensated at their regular straight time hourly rate of pay for their regular work schedule for a maximum of five (5) consecutive days.
 2. In the event death occurs to an employee's sister, **sister-in-law**, brother, **brother-in-law**, mother-in-law, father-in-law, step parents, grandparents, **grandparents-in-law** or grandchildren, the employee will be granted an appropriate leave of absence for which they will be compensated at their regular straight time hourly rate of pay for their regular work schedule for a maximum of three (3) consecutive days.
 3. For the purpose of Bereavement Leave the term spouse shall mean the employee's legal husband or wife, or a person who has been residing with the employee continuously for a period of at least one (1) year and has been publicly represented as the employee's spouse in the community in which they reside.
 4. An additional two (2) days unpaid leave may be taken where travel outside a 240 km radius is required.
 5. Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

12.09 Jury Duty

- a) A regular employee who is required to report for Jury Duty in County Court, Provincial Court, Supreme Court, Workers' Compensation Board Inquiry, Government Board or Tribunal, or Coroner's Court or who is subpoenaed by the Crown to appear as a witness in any proceedings in the aforementioned courts on a work day on which he/she would normally have worked, will continue to be paid his/her normal salary according to his/her existing work schedule during such periods of absence on Court Duty.
- b) An employee who has his/her salary maintained during his/her absence on Court Duty under this Article shall claim normal Jury Duty pay or witness fees from the Court for the period in question and shall upon receipt of such Court Duty pay or fees, reimburse the Credit Union for the full amount of such pay or fees.
- c) Time paid for Court Service will be counted as hours worked for the purpose of qualifying for vacation and statutory holidays but will not be counted as hours worked in a work day or work week for the purpose of computing overtime.

12.10 Pregnancy Leave

- a) The Credit Union will grant Pregnancy Leave and a reasonable period of extended Pregnancy Leave without pay to female employees in accordance with the Employment Standards Act.
 1. A pregnant employee who requests leave under this Section is entitled up to seventeen (17) consecutive weeks of unpaid leave:
 - (i) beginning no earlier than eleven (11) weeks before the expected birth date, and
 - (ii) ending no earlier than six (6) weeks after the actual birth date unless the employee requests a shorter period.
 2. An employee who requests leave under this Section after the birth of a child or the termination of a pregnancy is entitled up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
 3. An employee is entitled up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Sub Section 1 or 2.
 4. A request for leave must:

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- (i) be given in writing to the Credit Union,
 - (ii) if the request is made during the pregnancy, be given to the Credit Union at least four (4) weeks before the day the employee proposes to begin leave, and
 - (iii) if required by the Credit Union, be accompanied by a Medical Practitioner's Certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Sub Section 3.
5. A request for a shorter period under Sub Section 1(ii), must:
- (i) be given in writing to the Credit Union at least one (1) week before the date the employee proposes to return to work, and
 - (ii) if required by the Credit Union, be accompanied by a Medical Practitioner's Certificate stating the employee is able to resume work.
- b) Upon written request, an employee who believes her pregnancy to be jeopardized by working at a computer terminal, the Credit Union agrees to transfer the employee to another available position at the wage grade of the new position, or to grant a leave of absence without pay for the period of the pregnancy.

12.11 Parental Leave

- a) Regular employees, both mothers and fathers, natural and adopting, are entitled to parental leave providing a written request is submitted to the Credit Union no later than four (4) weeks prior to the commencement of the leave. If four (4) weeks' notice is not possible due to unforeseeable circumstances, the request must be submitted immediately when the need for leave becomes known.
- b) A natural mother who plans to take both pregnancy and parental leave must give separate notice of both leaves, but the two (2) notices can be submitted together.
- c) The mother and father may each apply for up to thirty-five to thirty-seven (35 - 37) weeks of parental leave. The mother and father may take their leaves at the same time, or at different times.
- d) Parental leave for a natural mother must begin when pregnancy leave expires, unless the mother and the Credit Union agree otherwise.
- e) Parental leave for a natural father must commence within fifty-two (52) weeks of the child's date of birth.

- f) Parental leave for adopting parents must commence within fifty-two (52) weeks of the date the child comes into actual custody.
- g) The total of pregnancy and parental leaves for a natural mother cannot exceed fifty-two (52) weeks under the Act.

12.12 Pregnancy and Parental Leave Benefits

- a) If the employee so elects, the Credit Union will continue to provide benefits during the period of Pregnancy and/or Parental leave. The appropriate premiums for such benefits shall be paid by the Credit Union as required by the Employment Standards Act. Basic Sick Leave benefits will not be available during the leave.
- b) If the employee so elects, the Credit Union will continue to provide benefits during extended pregnancy leave. The appropriate premiums for such benefits shall be paid by the employee prior to the start of the extended leave.

12.13 Public Office

- a) The Credit Union will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including four (4) weeks, provided the Credit Union is given due notice in writing of fifteen (15) working days, unless the need for such application could not reasonably be foreseen.
- b) An employee elected or appointed to Federal, Provincial or Municipal office which requires their full participation may be granted unpaid leave during the term of such office, provided the Credit Union is given due notice in writing of fifteen (15) working days. Municipal office holders, where the term of public office is served intermittently, shall give the Credit Union reasonable notice for unpaid absence from work for conducting Municipal business.
- c) The employee who obtains this leave of absence shall return to the Credit Union within twenty (20) working days after completion of public office.

12.14 General Leave

- a) Upon completion of one (1) years continuous employment General Leave of Absence may be granted, subject to operational requirements, to a maximum of six (6) months without pay to employees conditional on the following terms and subject to the terms of Section 12.02:
 - 1. that the employee apply at least one (1) month in advance unless the grounds for such application could not be reasonably foreseen,

2. that the employee shall disclose the grounds for application,
3. that the Credit Union shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone the leave where a suitable replacement is not available,
4. employees on extended leave of absence pursuant to this Section will pay their own premiums for any benefits plan in effect.
5. the Local Union will be notified.

12.15 Family Responsibility Leave

- a) An employee is entitled up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:
 1. the care, health or education of a child in the employee's care, or
 2. the care or health of any other member of the employee's immediate family.

Immediate family means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

12.16 Medical and Dental Leave

All full-time and part-time regular employees shall be entitled to a maximum of fifteen (15) paid hours per calendar year to attend to any kind of medical or dental appointments for their own personal use or those of their children to be deducted from their sick leave bank. Emergent appointments for the Employees spouse will also be included in this time. If an Employee does not have any accumulated sick leave the time will be without pay. It is recognized by the employee that the Employer requires as much notice as possible for these leaves.

12.17 Compassionate Care Leave

- a) **In the following sub-sections “family member” means a member of the employee’s immediate family and includes the spouse, child, parent, guardian, sibling, grandchild, grandparent or any person who lives with an employee as a member of the employee’s family. It includes common-law spouses, step-parents and step-children and same-sex partners and their children as long as they live with the employee as a member of the employee’s family.**

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- b) An employee who requests Compassionate Care Leave under this section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed after:**
- i) the date the certificate is issued, or**
 - ii) if the leave began before the date the certificate is issued, the date the leave began.**
- c) The employee must give the employer a copy of the certificate as soon as practicable.**
- d) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (b) begins.**
- e) A leave under this subsection ends on the last day of the week in which the earlier of the following occurs:**
- i) the family member dies;**
 - ii) the expiration of the twenty-six (26) weeks or other prescribed period from the date the leave began.**
- f) A leave taken under this subsection must be taken in units of one or more weeks.**
- g) If an employee takes a leave under this section and the family member to whom the subsection applies does not die within the period referred to in the that subsection, the employee may take a further leave after obtaining a new certificate in accordance with this subsection.**

ARTICLE 13 – BENEFITS

13.01 Benefit Plan

- a) All Full Time Regular employees shall be entitled to Credit Union paid coverage for themselves and their dependants, and all eligible Part Time and Casual Employees, as per Article 13.05 shall be entitled to pro-rated Credit Union/Employee paid coverage for themselves and their dependants pursuant to the terms of the BC Credit Union Employee Benefits Trust, as amended from time to time, on the first day of the month following successful completion of probation, and subject to eligibility as set out by the terms of the BC Central Employee Benefits Trust. The minimum benefit coverage is provided in 13.02.

13.02 Coverage Details

- a) BC Central Benefit Program – It is the Employer’s intent not to change the benefit plan coverage. Should there be a change to the benefit plan coverage that is beyond the Employer’s control, the Employer agrees that it will not undertake any changes to the benefits plan coverage without first consulting the Union.

BC Central Benefits Program - Details of the BC Credit Union Employee Benefits Program are contained in brochures provided by the Credit Union. The premiums, except Weekly Indemnity, shall be fully paid by the Credit Union for Full Time employees and shared on a prorated basis for eligible Part Time and Casual Employees as per Article 13.05, subject to eligibility as set out by the terms of the BC Central Employee Benefits Trust. Weekly Indemnity Premium is paid by the employee. The minimum coverage provided is:

- Group Life Insurance
- Accidental Death and Dismemberment
- Extended Health Care - Plan 2(c) - Vision Care 3 - \$250/24 months
- Eye Exams Covered within the \$250/24 months.
- Medical Services Plan
- Dental Plan 5 (75/75/50) – Increase Ortho life time maximum to \$3000.
- Weekly Indemnity Plan 1
- Long Term Disability Plan 3
- Employee and Family Assistance Plan

- b) **Health Care Spending Account**

The Employer agrees to establish a Health Care Spending Account for each employee and agrees to contribute **two hundred dollars (\$200)** per year for each employee, upon provided receipts, effective date of ratification.

13.03 Sick Leave

- a) Full Time Regular and Part Time employees regularly scheduled to work, who are unable to work because of illness shall receive pay, prorated for regular Part Time employees, on the following basis:
 1. Employees shall accrue a paid sick leave entitlement of 7.4 hours (prorated for Regular Part Time) for each month worked in a calendar year (January 1st to December 31st). Average daily work hours shall be calculated as follows: average daily work hours = average weekly work hours as per job description divided by 37 hours. Unused sick leave may be accumulated from year to year to a maximum of 222 hours.
 2. In exceptional circumstances only, the Credit Union may grant paid sick leave in advance of it being earned. The Credit Union's decision is without precedent and should the employee not return then appropriate deductions may be made.
- b) The employee may be required to provide a Medical Practitioner's certificate at the request of the Credit Union after three (3) consecutive days of absence or for just cause after **seven (7)** days of absence accumulated in a calendar year. The Credit Union agrees to request Certificates prior to the employee leaving work or during the illness. This section is subject to 12.05 (a). The Credit Union will reimburse the Employee the cost of any medical reports that the employer has requested. Medical certificates will not be reimbursed.
- c) The employee's accumulated sick leave shall be deducted for each day of illness. After a ten (10) working day waiting period, an eligible employee will receive salary from the insurance plan for the duration of the illness in accordance with the provisions of the plan. It is the responsibility of the employee to complete the necessary application forms to receive payment. Whenever possible, an employee who is unable to work due to illness or injury, must apply for applicable insurance benefits.
- d) It is understood that an employee who becomes ill while pregnant or has a pregnancy related illness shall be given claim forms by the Credit Union, to be forwarded to BC Credit Union Benefits Plan to determine eligibility for sick benefits as provided.

- e) An employee reporting for work and unable to complete the day due to illness will not have more than one-half ($\frac{1}{2}$) day deducted from their sick bank if they work less than one-half ($\frac{1}{2}$) day. Employees who work more than one-half ($\frac{1}{2}$) day will not lose from their sick bank.
- f) Employees are entitled, upon notification of the Credit Union, to use their banked sick days on an emergency basis to care for an ill or injured parent, spouse or child under their direct care for a maximum of two (2) consecutive days.
- g) Upon termination, there will be no reimbursement for unused sick leave.

13.04 Pension Plan

- a) The Pension Plan shall be the BC Credit Union Employees Pension Plan as amended from time to time, and shall be a condition of employment for Full Time employees effective after the first of the month following completion of one (1) years' service. Part-time employees may be enrolled in the Plan once they have completed two years' service and qualify as per the Pension Benefits Standards Act (PBSA) of BC.

13.05 Standardizing Benefit Premiums – Part Time and Casual

- a) Where a casual or part time employee has worked sixty (60) hours or more per month in the previous calendar year and where the employee continues to work sixty (60) hours or more per month on average in the subsequent year, then the pro-rated benefit entitlement for the subsequent year will be based on the previous year's actual hours worked.
- b) If previous years hours worked are less than the current years guaranteed hours, then premiums will be based on the current years guaranteed hours.

13.06 Benefits while in a Temporary Position

- a) Where a temporary full time posting is for more than twenty (20) working days and is filled by a casual or part time employee, who is currently enrolled in the benefit plans, then the casual or part time employee will be entitled to full time coverage for the period of the posting.

ARTICLE 14 – SENIORITY

14.01 Recognition and Accrual

- a) The Credit Union will recognize the principle of seniority. Such seniority will be calculated in hours worked since the last date of hire.
- b) Effective from January 1, 1994, seniority for full time and part time employees will include casual hours worked
- c) For the purposes of annual vacation entitlement, seniority will be based on the total number of completed years of service with the Credit Union since the last date of hire.

14.02 Seniority Lists

- a) On April 1st, August 1st and December 1st of each calendar year, seniority lists shall be updated and posted. The seniority list shall contain the following information:
 - 1. the employee's name
 - 2. the date of hire
 - 3. the employee's classification
 - 4. the number of hours of seniority accrued
 - 5. the employee's status
- b) The Seniority list shall be posted by the Credit Union for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Credit Union in writing during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.
- c) At the time of posting, a copy of the seniority list shall be given to the Union Committee and one copy sent to the Union.
- d) New employees will be added to the list at the time they attain seniority at the completion of probation.

- e) There will be separate seniority lists for Elkford, Cranbrook and Fernie.

14.03 Seniority Accrual

- a) Seniority will be accrued based on the hours worked since the last date of hire which shall include:
1. time lost as a result of occupational illness or injury,
 2. non-occupational illness or injury,
 3. as noted for Credit Union approved leaves of absence in section 12.02, except leaves under Sections 12.13 Public Office and 12.14 General Leave shall be considered for the retention of seniority but not accrual,
 4. a regular employee laid off and placed on recall, will retain and continue to accrue seniority subject to Sections 14.04 and 14.05.

14.04 Seniority Retention

- a) Seniority during lay-off shall be retained on the following basis:
1. Employees with less than one (1) years' service shall retain their seniority for a period of six (6) months after which all seniority will be lost.
 2. Employees with one (1) or more years' service shall retain their seniority for twelve (12) months after which all seniority will be lost.
 3. Employees with ten (10) or more years of service shall retain their seniority for eighteen (18) months after which all seniority will be lost.

14.05 Seniority Lost

- a) All seniority shall be lost when an employee:
1. voluntarily terminates their employment;
 2. is discharged for just and reasonable cause;
 3. the employee does not return to work on the date specified following an approved leave of absence
 4. retires in accordance with the Pension Plan Guidelines.

5. accepts gainful employment while on a granted leave of absence without the Credit Union's written consent.
6. is no longer bondable.

ARTICLE 15 – LAYOFF AND RECALL

15.01 Layoff

- a) In the event of a reduction in the workforce, employees shall be laid off in the inverse order of seniority. No regular employees may be laid off while probationary and/or casual employees are retained to perform similar work, which the regular employee possesses the necessary regulatory qualifications, skills and ability to perform. For purposes of layoff and bumping, employees who displace other employees must have the qualifications and the ability to perform the job functions satisfactorily after a ten (10) day familiarization period and have greater seniority than the employee being displaced.
- b) During a reduction of forces where an employee's seniority is such that he/she will not be able to keep his/her regular job he/she may elect whether or not to apply his/her seniority to obtain a job paying a lower rate of pay or a job paying the same rate of pay, or a job paying a higher rate of pay or accept a lay-off, as per Section 15.01 a) above, subject to EI penalties and Sections 14.05, 14.06 and recall provisions until his/her regular job becomes available.

15.02 Recall Rights

- a) If the workforce is to be increased, employees on layoff, or displaced by a previous reduction, shall have preferential rights for recall in order of seniority, providing the employee has the regulatory qualifications, skills and ability to do the job.

15.03 Notification Of Recall

- a) It is hereby agreed that, when recalling, all employees shall be notified in the following manner:
 1. delivery of notice either orally or by letter by a Credit Union representative,
 2. local or long-distance telephone communication,
 3. double registered letter or telegram.
- b) In the case of (a) 1, such oral notice shall be confirmed by a written notice showing date delivered, and the date and time the employee is to return to work.

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- c) In the case of (a) 2, such telephone communication shall be confirmed the same day by double registered letter and shall set out the date and time the employee is to return to work.
 - d) In the case of (a) 3 above, a period of up to three (3) days within which the employee is to return to work will be allowed, provided the employee replies within ninety-six (96) hours of the sending of the letter or telegram in the affirmative.
 - e) Where an employee responds to the recall, they must reply to the call to work within seventy-two (72) hours of the sending of the call to work as in (a) 1 and/or (a) 2 and appear for work at the specified date.
 - f) An employee on the recall list may be bypassed one (1) time only where the employee fails to respond to the notice within three (3) calendar days of receiving the notice.
 - g) An employee that bypasses a recall shall not exercise their seniority or be considered available for recall until another position becomes available.
 - h) All employees shall, upon returning to employment under the provisions of Recall and within the required number of days of being notified by the Credit Union, retain all seniority rights.
 - i) It shall be the employee's responsibility to keep the Credit Union informed of their address during lay-off.

ARTICLE 16 – VACANCIES, PROMOTIONS AND TRANSFERS

16.01 Posting of Positions

- a) All jobs, upon becoming vacant or when created, except those less than twenty (20) working days, and those deemed redundant will be posted.
- b) An employee may bid on vacant positions which may involve a promotion, lateral transfer or a lower classification.

16.02 Temporary Positions

- a) Temporary positions are defined as those temporary business requirements greater than twenty (20) working days for the purpose of:
 - 1. replacing employees absent for any reason such as sickness, pregnancy, vacations, authorized leave of absence, etc.,
 - 2. doing a temporary job necessitated by abnormal, seasonal or peak workload requirements,
- b) Regular Full Time, Part Time and Casual employees may apply for temporary positions.
- c) Employees who are successful in obtaining a temporary posting will not be able to bid into another temporary posting, unless the employee has been in the position for one (1) year or as mutually agreed by the Union and the Credit Union.
- d) On completion of the temporary assignment, the employee shall return to their regular Full Time, Part Time or Casual position directly and shall not displace other employees in temporary positions.
- e) Newly created positions posted as temporary will be automatically considered permanent if the position extends beyond 3 months. This information must be included on the original temporary posting.

Not with standing Article 16.02 (e), temporary positions that are required due to special projects, temporary increase in seasonal, peak or abnormal workload situations, this section will not apply.

16.03 Job Posting Selection

- a) In the selection of employees to fill posted job vacancies or new positions, the senior applicant possessing sufficient ability and minimum qualifications to perform the work will be awarded the job. For the duration of this agreement the parties agree that Mark Atkinson (or such other mutually agreed person) will remain seized in resolving concerns arising from this Article.

16.04 Job Posting Format

- a) The Posting form shall contain the following information:
1. the job title and work description,
 2. qualifications required,
 3. the classification of the position,
 4. the wage grade,
 5. shift or shifts to be worked,
 6. part-time or full-time,
 7. state if the job is permanent or temporary. If temporary, its anticipated duration,
 8. state the date and hour of the closing-off of applications,
 9. tentative start date for the position,
 10. branch location of the posting,
 11. Upon request from the applicant the employer will provide reasons for awarding the posting to another candidate. All information used in the selection process will be provided to the Union upon their request.

16.05 Job Posting Procedure

- a) All jobs, upon becoming vacant or when created, except those less than twenty (20) working days, and those deemed redundant, will be posted for a period of five (5) consecutive working days for application by employees.
- b) Bulletin boards to display the Job Postings will be supplied by the Credit Union.

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- c) The Credit Union shall, as soon as possible but no later than ten (10) working days after the closing-off time of each job posting, which may be extended by mutual agreement by the Credit Union and the Union, post the name of the successful employee for a further two (2) working days.
 - 1. Where the Credit Union is aware of upcoming vacancies that require specific qualifications, then the Credit Union where possible will provide notice by March 1st of each year to employees, of these requirements.
 - d) An employee may pre sign a form provided by the Credit Union for postings which may occur during their absence. If an employee is absent for unforeseen circumstances they will be notified and will respond to the posting within three (3) working days and will return to work within thirty (30) working days of the original posting. Consideration will be given to anyone who, for medical reasons, cannot respond and/or are on an extended leave, on a case by case basis.
 - e) While it is the intent to fill all vacancies from within the bargaining unit, if no applications are received, or the applicants fail to qualify for the job, the Credit Union may fill the job from other sources.
 - f) Employees selected for jobs through job posting shall be allowed a trial period of sixty (60) working days. Up to the end of the trial period an employee may voluntarily return to, or upon failing to qualify after assessment, the Credit Union may direct the employee to return to their former job. No loss of seniority will result.
 - g) The Credit Union shall supply job orientation during the trial period.
 - h) All bids shall be in writing on forms to be provided by the Credit Union and shall be signed by the bidding employee. Upon request a list of applicants will be provided to the Union Committee.
 - i) Upon request, an employee who is unsuccessful for a job posting shall be given the reason by the Credit Union, in the presence of a Union Committee member if requested by the employee.
 - j) Where an employee has been selected to fill an immediate job vacancy, the Employer will use its best effort to affect the move of such employees within a period of 30 calendar days from the date of the selection. Where circumstances are such that the move cannot be affected in 30 calendar days, the Employer will notify the Union.
 - k) Where the Employee has been selected to fill a future job vacancy, such as retirement or pregnancy leave, the Employer will use its best efforts to affect the move of such employee by the tentative start date of the position, as identified on

the job posting. Where the circumstances are such that the move cannot be affected in the 14 calendar days, the Employer will notify the Union.

16.06 Seniority On Assignment Out Of The Bargaining Unit

- a) When a member of the Bargaining Unit accepts a non-bargaining unit position, it is agreed that they shall have the right to return to their former position within a period of three (3) months from the date of their appointment with no loss of seniority. If they remain in the non-bargaining unit position their seniority would be frozen from the date of the appointment.
- b) If the employee returns to the Bargaining Unit after a three (3) month period they will be credited with the seniority accumulated during their previous period of employment within the Bargaining Unit.

16.07 Return To The Bargaining Unit

- a) Within one (1) year of their appointment to a non-bargaining unit position, a previous member of the bargaining unit shall have the right to return to their former position. After one (1) year from their appointment to a non-bargaining unit position, a previous member of the bargaining unit shall only have the right to return into an entry level position if a position is available.

16.08 Job Share

1. The Credit Union will consider all serious proposals for job sharing from employees in consideration of the following factors:
 - a. no increase in cost
 - b. no reduction in service
 - c. appropriateness of the job to be shared.
2. The number of job shares per location may be limited.
3. Each proposal will be submitted by the incumbent to the Manager and shall be considered individually on its own merits. The Employer shall make every effort to accommodate the employee's request to job share. Reason for denied requests or termination will be disclosed to both employees and can be referred to the Labour/Management meeting.
4. Proposals should include the following:
 - a. written statement signed by both partners requesting a job share.
 - b. identification of how job duties and responsibilities will be shared

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- c. identification of how workload priorities will be determined by partners on an ongoing basis
 - d. preferred start date
 - e. preferred work schedule
5. The Credit Union must agree on employees participating in a job share.
 6. A job share is a work arrangement in which two (2) qualified employees' share fifty percent (50%) each of all responsibilities of one (1) full time position.
 7. Performance appraisals will continue to be done on an individual basis.
 8. The employees involved in a job share must be compatible. Their attendance record and current job performance will be considered when approving a job share.
 9. The employees must also agree with the intricacies, duties and responsibilities of the job share.
 10. The employees must be qualified to perform all the duties and responsibilities of the posting being shared.
 11. The employees in a job share will cover for each other for annual vacations. For unplanned absences the employee will attempt to arrange coverage with their Job Share partner before notifying the Employer. Otherwise relief will be performed by Cross Trained, Part Time or Casual employees as per the Collective Agreement.
 12. The employees must understand that the actions of one employee may affect the other on the job share.
 13. There will be a trial period of three (3) months; employees could then revert to the previous positions held including Cross Trained positions. This may be initiated by either the Employee or Employer.
 14. Termination

If a job share is terminated for any reason it will automatically revert to the full time regular position. The original employee of the full time regular position must revert to the full time regular position. If the original employee of the full time regular position leaves the employment of East Kootenay Community Credit Union, the position will then be posted as per the Collective Agreement, Article 16.03 Job Posting, Article 16.04 Job Posting Format and Article 16.05 Job Posting Procedure.

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- a. Each Job Share employee will return to the previous position held if they have seniority or bump as per the Collective Agreement.
15. Seniority
 - a. A job share employee will retain current status and seniority while in a Job Share.
 16. Communication about the work in progress shall be kept in a mutually acceptable and workable format as approved by Management.
 17. Training procedures, policies, etc. must be communicated to each other (it may be necessary to spend some of your off work time discussing work related issues with job share partner).
 18. The work schedule of the job share position must remain the same as if the position was not job shared. The Credit Union and job share employees may agree on a schedule to ensure a minimum of fourteen (14) hours per week per individual is maintained.
 19. Each job share agreement will be reviewed once per year by management, supervisor and job share partners.
 20. Job share partners are not eligible to jointly apply for any other positions.
 21. Both job share partners must give up their cross-training position(s) prior to entering a job share agreement and must not apply for other cross-training postings.
 22. In order to post on any other positions, notice of intent to terminate the job share agreement must be given.
 23. If a full time or part time position becomes vacant as a result of a job share agreement, that position will be posted as a permanent position.
 24. Monthly salary will be pro-rated based on hours worked at the applicable hourly rate.
 25. For promotional increases, an employee entering a job share will be at the appropriate salary range at a step in length of service consistent with the employee's length of accumulated service based on hours worked. (When moving to a higher position, Article 7.02 Promotional Increase Salary Progression, Full Time, Part time and Casuals will apply).
 26. Statutory pay to be added to salary as per Collective Agreement. (Calculate % as per thirty-seven (37) hour work week).

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27. Paid Vacation will be based on entitlement and relative percentage.
 28. If an employee wishes to maintain all benefits under Article 13 Benefits, fifty (50%) percent of benefits shall be paid by the Employer, fifty (50%) percent by the employee. The Employer will continue to provide Life Insurance and AD&D coverage based on each employee's salary.
 29. Sick leave will be accrued on a pro-rated basis. Job share employees will accrue one-half (½) day a month, which would be six (6) days per year.
 30. For salary progression employees will progress through the salary steps as per Collective Agreement Article 7.02 based on hours worked, nineteen hundred and twenty-four (1924) equals twelve (12) months.
 31. After one (1) year any qualified employee will be enrolled in the BC Credit Union Employee Pension Plan (if not already enrolled) with the employees and the Employer paying the current rate. Service accumulation for pension purposes will be pro-rated.
 32. It is up to each partner to be informed about EI and CPP eligibility requirements prior to commencing the arrangement.
 33. Any job share may be terminated by the Credit Union or either job share partners upon twenty (20) working days written notice. Notice must state reason for termination.
 34. Job share partners are allowed to switch days subject to #18 of this Article – 16.08 and with prior notification to the supervisor.
 35. Employees required to attend training sessions on a regular day off will be paid fifty (50%) percent of the hourly rate, but if scheduled for work on that day will be paid their regular salary.

ARTICLE 17 – CROSS TRAINING

17.01 Purpose

- a) Both the Credit Union and the Union recognize the need to provide employees with:
 - 1. career development and on the job training opportunities,
 - 2. the opportunity to prepare for promotional advancement,
 - 3. the opportunity to upgrade their skills required as a result of technological change, new methods or procedures,
 - 4. the opportunity to qualify for new positions being planned,
 - 5. to allow all employees to receive cross training for at least one (1) position and to provide back up for all positions.

17.02 Process

- a) The Parties agree to cooperate in the implementation of the Cross-Training Program and the Credit Union shall proceed as follows:
 - 1. Bargaining Unit Position - The program applies to all bargaining unit positions in the Credit Union.
 - 2. Posting
 - a) In the spring and in the fall, the Credit Union will review the list of cross trained employees and provide an up to date list to the Union. The Credit Union will post cross training opportunities to ensure sufficient relief coverage will be available.
 - b) All known cross training vacancies will be posted for a period of three (3) working days. The Credit Union will consider absent employees who have indicated in writing, their interest in the cross training position.
 - c) The vacation schedule will be confirmed, when full relief coverage is ensured, subject to Article 17.02(7) as follows:

1. Required hours in a relief position will be offered to cross trained employees in order of seniority.
 2. Where required hours in a relief position still remain, cross trained employees will be scheduled on a reverse order of seniority basis.
3. Selection - An employee must have been employed for six (6) months or as otherwise mutually agreed by the Credit Union. The senior employee who possesses slightly less than the minimum qualifications of a Cross Trained position will be awarded the Cross Training Position. An employee may only be Cross Trained on one primary and one secondary position, unless otherwise agreed by the Labour/Management meeting. It is not the preference of the parties to have employees applying for Cross Trained positions of a lower classification.
4. Dropping of a Cross-Trained Position - Employees who are cross trained in two (2) positions may give up one (1) of their cross trained positions to progress into another cross training position but is limited to do so once every one (1) year unless otherwise agreed by the Labour/Management meeting. The one (1) year period will be effective on the acceptance date of the memo stating which position is being dropped.
5. Length of Cross Training - Will be a minimum of ten (10) working days. Minimum period will depend on assessment. The assessment will be done after the ten (10) working days. If the assessment identifies additional training is required it may be provided. After each assessment, it will be signed off by the trainer, trainee and the appropriate manager. Once cross training is completed, it will also be signed off by the trainer, trainee and the appropriate manager.
6. Number Trained - The Credit Union may train more than one (1) employee as a backup for any position.
7. Minimum Time
 - a) To ensure the employee remains current in the position, where the incumbent is absent for two (2) weeks or longer then the senior cross trained employee (or where it is mutually agreed by the parties the junior cross trained employee) will receive a minimum of two (2) weeks in the position, subject to operational requirements.
 - b) In the event that the incumbent is absent for an additional period of time, then the 2nd cross trained employee will be provided the opportunity of up to two (2) weeks of training if available.

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- c) Notwithstanding, the employer will attempt to provide cross training opportunities for each cross trained employee.
 - d) Scheduling may be affected by vacation and other operational needs.
8. Training Terminated - If an employee's training has been terminated because of inability they will not be allowed to re-bid for that cross training position unless there is a significant change in job content and/or applicant with respect to minimum qualifications. If an employee gives up the cross training position prior to being declared competent, they will not be allowed to re-bid for that cross training position for a period of two (2) years.
9. Declared Competent
- a) When an employee has been declared competent, the employee must accept an assignment to the position for at least the period necessary to train a replacement unless the employee has justifiable reasons for refusing.
 - b) Cross trained employees who have been declared competent and who are performing the job shall be monitored in the position on an ongoing basis to identify areas of additional training. The parties will endeavour to cooperate in addressing cross training concerns and problems.
10. Rates of Pay - Rates of pay for employee's training under this Article shall be at their regular rate of pay.
11. Matrix List - With a desire to ensure that employees position themselves for future advancement, the Credit Union will annually or as changes occur, post a matrix of all bargaining unit positions and the minimum requirements (or equivalent combination of education and experience) from the position description. It will be the responsibility of the employee to review these factors to assist in determining the career direction the employee wishes to pursue.
12. For the duration of this Agreement, the Parties agree that Mark Atkinson (or such other mutually agreed person) will remain seized in resolving concerns arising from this Article.
13. The Labour/Management meeting will discuss the concepts of Job Shadowing/Mentoring and Individual Career Growth plans during the life of this Agreement.
14. Should any problems or concerns arise as a result of the amendments to the cross training program the Labour/Management meeting will address said problems. Where the Labour/Management meeting is unable to address the said

problems to the satisfaction of the Parties, then the two (2) year provision in Article 17.02(4) may be reinstated upon written notice from the employer.

15. The employer will review the cross training list on an ongoing basis to ensure accuracy. If the employee has not relieved in the cross trained position within the previous twenty-four (24) months then by mutual agreement, the employee may be removed from the cross training list for that position.

ARTICLE 18 – GRIEVANCE PROCEDURE

18.01 Dispute Resolution Process

- a) The Credit Union and the Union mutually agree that, when a grievance arises coming under the terms of this Agreement, it shall be dealt with without stoppage of work in the following manner:

STEP 1: The individual employee, with or without a Union Committee member, shall first take up the matter with their immediate supervisor within ten (10) working days or within ten (10) working days from when the employee became aware.

STEP 2: If a satisfactory settlement is not then reached it shall be reduced to writing and submitted to the Credit Union. The employee and the Union Committee shall take up the grievance with the Office Manager or Branch Manager. If desired, the Union Business Agent shall accompany the committee.

STEP 3: If the grievance is not then satisfactorily resolved, it shall be referred to an authorized representative of the Union and the Management.

STEP 4: If a satisfactory settlement is not then reached, the grievance may be referred to Arbitration, Article 19.

18.02 Time Limits

- a) If a grievance has not advanced to the next stage under Step 2 or 3, within ten (10) working days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Committee, the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible. Time limits herein defined may be extended if mutually agreed upon in writing.

- b) In the event the Credit Union is unable to comply with the time limits they will notify the Union.

18.03 Credit Union/Union Right to Grieve

- a) The Credit Union and the Union shall have the right to refer any dispute regarding the interpretation, operation or any alleged violation of this Agreement to the other Party in writing at 3rd Step, of the foregoing, or when:
 - 1. There is no aggrieved employee or employees possible of identification at the time the dispute arose, or
 - 2. The grievance involves Credit Union policy, in which case the grievor or grievors possible of identification shall be named on the face of the grievance form.
- b) Pursuant to Article 18, Step 4, if the grievance is not resolved, it may be referred to Arbitration as per Article 19.

18.04 Grievance Meetings

- a) Wherever possible grievance meetings shall be held during working hours. All grievance meetings shall be held in the Branch where the grievor is employed.

18.05 Working During Grievance

- a) While disputes are being investigated and settled, the employee(s) and all other parties involved, will continue to work while the incident is being investigated. Except when an employee is considered a risk to the Credit Union, or for their own protection, the employee will be placed on a leave of absence pending the outcome of the investigation into the allegation(s).

If the allegation is found to be without merit, the employee will return from leave of absence with full back pay.

If the allegation is found to be with merit, the leave of absence will count towards any resulting discipline.

- b) Where the employee(s) has been suspended or discharged and it is decided by arbitration that he/she or they were unjustly suspended or discharged, he/she or they shall be reinstated and the same arbitrator who dealt with the claim shall fix the compensation, if any, for the time lost by the employee(s) concerned and the Arbitrator's decision shall be final.

- c) After a grievance has been filed by the Union, the Credit Union will not enter into discussions or negotiations with the grievor without the consent of the Union Committee.

18.06 Removal of Discipline

All discipline related documentations (notes, warnings, suspensions) shall be removed from the employee's file after eighteen (18) months, if discipline free during the eighteen (18) month period and as such, shall not be used in any future disciplinary actions.

ARTICLE 19 – ARBITRATION

19.01 Arbitration

- a) When any difference arises, that has not been resolved through the grievance procedure, 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.

19.02 Notification

- a) The Party seeking arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Section 18.01 (a), Step 4. The notice shall set out the question(s) in the opinion of the Party seeking arbitration, to be arbitrated.

19.03 Arbitration Selection

- a) The selection of an Arbitrator shall be by mutual agreement by the Parties. If the Parties cannot mutually agree upon an Arbitrator within ten (10) working days the appointment shall be made by the Minister of Labour of the Province of British Columbia, upon request of either party, or the Parties may elect to proceed under the terms of Section 19.04 Expedited Arbitration and/or 19.05 Mediation of this Article.

19.04 Expedited Arbitration

- a) Should a matter not be resolved and an Arbitrator is required to resolve the issue, the Parties may use the Expedited Arbitration procedure as outlined in the Labour Relations Code.

19.05 Mediation

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- a) Prior to proceeding to Arbitration in accordance with Section 19.02, the Parties may elect to have the dispute referred to mediation as per the Labour Relations Code.
- b) Where 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 agreed to by the Parties, shall at the request of either Party:
1. investigate the difference;
 2. define the issue in the difference; and
 3. make written recommendations to resolve the differences;

within thirty (30) days of the date of receipt of the request; and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

19.06 Authority of Arbitrator

- a) The Arbitrator shall hear the Parties, settle the terms of issues to be arbitrated if necessary, and shall render a decision in writing to each of the Parties.
- b) The Arbitrator shall not have the power to alter, modify or amend any terms of this Agreement.

19.07 Costs of Arbitration

- a) Each Party shall pay their own costs and expenses of the Arbitration and shall bear in equal shares the remuneration and expenses of the Arbitrator, except for the cost sharing provisions as provided when proceeding under the Labour Code.

19.08 Final and Binding

- a) All settlements arrived at under this Article shall be final and binding upon the Parties.

ARTICLE 20 – TECHNOLOGICAL CHANGE

20.01 Definition and Notice Requirement

- a) Notice to Union - The Credit Union will provide the Union with as much notice as possible, up to three (3) months, of its intention to introduce automation or new equipment which might result in the reduction of personnel and/or changes in job duties sufficient to change job classifications.

- b) Employee Rights when Positions Become Redundant - Whenever practical, when an employee's position becomes redundant due to automation or new equipment, the employee shall be eligible for retraining to qualify for the operation of such new equipment or to qualify for new positions as a result of automation or new equipment. Such retraining shall be provided by the Credit Union without cost and without loss of pay to the affected employee. In the event the employee cannot adapt to the automation or new equipment within a sixty (60) day trial period, he/she can exercise his/her seniority under the terms of the bumping procedure as set out in Article 15; however where the employee bumps into a lower paying position then that employee shall retain his/her higher wage rate for the duration of this Collective Agreement, at which time the employee will be paid at the rate of the job into which he/she has bumped.

20.02 Adjustment Plan

- a) After notice has been given, the Credit Union and the Union shall meet to develop an adjustment plan as per the Labour Code.

ARTICLE 21 – SEVERANCE FOR CLOSURES

21.01 Severance Pay

- a) Employees terminated or laid off by the Credit Union because of a technological change, permanent, full or partial closure of the worksite shall be entitled to severance pay, at the employee's current regular salary rate, equal to one (1) weeks pay for each year of service and thereafter for partial years in increments of completed months of service with the Credit Union. The amount calculated under such entitlement shall not exceed a maximum of ten (10) weeks pay. Acceptance of severance pay terminates the employment relationship.

21.02 Notice

- a) In the event of such a closure, full or partial, employees affected will be given sixty (60) days notice.

21.03 Layoff/Termination

- a) An employee may choose layoff and be placed on the recall list. Severance will become due at the end of the layoff period or if the employee elects to terminate during the layoff period.

ARTICLE 22 – BARGAINING UNIT WORK

22.01 Performance of Bargaining Unit Work

- a) It is not the intent of the Credit Union to have non-union management and staff replace Bargaining Unit employees.
- b) Notwithstanding the above, subject to the requirements of the operation and in conformance with past practice, non-union management and staff may perform Bargaining Unit work.
- c) The Credit Union may, from time to time, assign job functions from an excluded position to a bargaining unit member; such assignment will not result in the assigned work being considered bargaining unit work. Such assignments will be for operational or training reasons only and will be of short duration.

ARTICLE 23 – GENERAL PROVISIONS

23.01 Staff Meetings

- a) Where an employee is requested by the Credit Union to attend a staff meeting, the employee shall be compensated for time spent at such meeting at their straight time regular rate of pay.

23.02 Bulletin Board

- a) The Credit Union agrees that a bulletin board shall be made available to the Union for its purposes provided that the use of such boards shall be for the purpose of posting of notices regarding the business affairs, meetings, reports of various committees and social events of the Union. The Credit Union agrees to keep the bulletin board in reasonable repair.

23.03 Employee Access to Files

- a) The Credit Union will, upon three (3) days written notification and in the presence of a supervisor, permit employees access to their personnel file for the purposes of reviewing the information contained therein.

23.04 Education Assistance

- a) With prior management approval, the Credit Union will pay for work related courses for Regular Full Time, Part Time and Casual Employees who have completed their probationary period.

- b) The Employer may require repayment of any educational assistance where the employee does not successfully complete a course or where the employee terminates within six (6) months of course completion.

23.05 Travel For Training

- a) As per the current practice,
 - 1. there will be no loss of pay where an employee travels out of town to attend an approved course,
 - 2. where an employee attends a course on a day off, they will be scheduled for an alternate day off,
 - 3. the Credit Union shall reimburse for mileage Branch to Branch, accommodation and meal expenses.

23.06 Strikes and/or Lockouts

- a) The Credit Union shall not cause or direct any lockout of employees during the life of this Agreement. The Union, any representative, or any employee shall not in any way authorize, encourage or participate in any strike, walkout, suspension of work, or slow down on the part of any employee or group of employees during the life of this Agreement.

23.07 Employment Standards

- a) Those provisions of the Employment Standards Act that are currently referenced in this Agreement will continue to have application for the duration of this Agreement or such other time as the Parties mutually agree.

23.08 In-House Benefits

- a) The Credit Union shall provide to regular employees the following In-House Benefits at preferred/reduced rates:
 - 1. Loan Rates
 - i) Fixed/variable loans, LOC'S, mortgages - a rate reduction of 4% below member rate.
 - ii) Total amount of rate reduction not to exceed annual salary, part-time employees will be based upon 100% of previous years earned salary.

-
- iii) 0% is the lowest discounted rate - no further premium will be paid.
 - iv) Benefit will be received at disbursement of loan funds and updated annually on May 1st.
2. Safety Deposit Box Rental
- i) 50% of membership rate
 - ii) If general membership demand exceeds availability the employee shall have the option to pay full member rate or surrender box.
3. Fixed Rate Investments
- i) ½% greater than member rate for all deposits, not to exceed annual salary, in the aggregate.
 - ii) Fixed Rate Investments may start at minimum of \$100.00.
4. Insurance Products
- i) No administration fee to finance auto insurance.
 - ii) Rebate (reimbursed through payroll) of commission on "household insurance" - \$200.00 maximum.
 - iii) Available providing -
 - a) the Insurance Agency remains a function of the Credit Union
 - b) the Agency remains financially viable.
5. Service Charges
- i) Waived on staff account, Travellers Cheques, Office Cheques, Utility Bill Payments, Electronic Funds Transfers and Personal Cheques (standard).
 - ii) Limit of one (1) membership number per staff member.
 - iii) Casuals shall be entitled to the benefits of this section, Service Charges only.
6. U.S. Funds
- i) Available at Central 1 settling rate. Limit \$1,000 per event.

7. Mortgage Renewal Fees
 - i) Waived.
 - b) Where applicable, employees must qualify as per general membership requirements.

ARTICLE 24 – DISCIPLINE AND DISCHARGE

24.01 Discipline

- a) The value of progressive discipline with the aim of being corrective in application is recognized by the Credit Union and the Union.
- b) In the event that an employee is disciplined for any reason, the Union Committee member will be notified and shall be present at any meeting the Credit Union has with the employee if the employee so requests.
- c) In the event that an employee is to be discharged, the Union Committee member shall be present at any meeting the Credit Union has with the employee.

ARTICLE 25 – DURATION OF AGREEMENT

25.01 Duration

- a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 1st day of April, **2015** to midnight the 31st day of March, **2020** and thereafter from year to year unless written notice of contrary intention is given by either Party within four (4) months immediately preceding the date of expiry. The Notice required hereunder shall be validly and sufficiently served at the Head Office of the Credit Union, or at the Local Office upon the Local Officers of the Union, within four (4) months immediately preceding the date of expiry. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an Agreement is reached or until negotiations are discontinued, by either Party.

Dated this 25 day of January, **2016**

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
East Kootenay Community Credit Union

Doug Singer

Jody Burk

Jeff Bromley

Beth Cornelson

APPENDIX A – WAGE SCALE

**Appendix A – Wage Scale – April 1, 2015 – March 31, 2016 – 1.75% Increase
Bi-Weekly Pay Periods**

Job Class	Job Title	Step 1 Starting Wage	Step 2 12 Month	Step 3 24 Month	Step 4 36 Month
3	File Clerk	\$16.85	\$17.84	\$18.82	\$19.82
		\$1,246.95	\$1,320.12	\$1,393.29	\$1,466.46
		\$32,420.65	\$34,323.09	\$36,225.52	\$38,127.96
6	Member Service Rep 1 (MSR 1) Steno / Receptionist	\$20.15	\$21.34	\$22.52	\$23.70
		\$1,490.84	\$1,578.65	\$1,666.47	\$1,753.29
		\$38,761.85	\$41,044.97	\$43,328.09	\$45,585.57
7	MSR1 / Treasury	\$21.70	\$22.99	\$24.27	\$25.53
	Fin. Serv. Coordinator / Greeter	\$1,606.28	\$1,701.00	\$1,795.72	\$1,889.45
	Administration Clearing	\$41,763.27	\$44,225.96	\$46,688.65	\$49,125.71
	Loan Administration				
	Administration Support				
	Administration Returns/Posting				
	MSR2 / MSR2 Commercial Rep.				
8	Financial Service Rep (FSR)	\$23.34	\$24.74	\$26.09	\$27.46
		\$1,727.64	\$1,830.25	\$1,930.89	\$2,032.52
		\$44,918.60	\$47,586.53	\$50,203.13	\$52,845.40
9	Financial Service Officer (FSO)	\$25.07	\$26.56	\$28.01	\$29.51
		\$1,917.08	\$2,028.57	\$2,072.97	\$2,183.47
		\$48,227.84	\$51,101.00	\$53,897.18	\$56,770.33
9A		\$25.91	\$27.41	\$28.94	\$30.48
		\$1,917.08	\$2,028.57	\$2,141.05	\$2,255.50
		\$49,844.00	\$52,742.79	\$55,667.25	\$58,643.02
10		\$26.91	\$28.50	\$30.07	\$31.66
		\$1,991.57	\$2,109.08	\$2,225.07	\$2,343.00
		\$51,780.88	\$54,835.96	\$57,851.94	\$60,918.09
11	Sr. Acc. Officer - Comm. Service	\$28.90	\$30.60	\$32.29	\$33.97
		\$2,138.15	\$2,264.30	\$2,388.84	\$2,514.04
		\$55,591.97	\$58,871.88	\$62,109.84	\$65,365.12

37 Hours per week
 160.33 Hours per month
 1924 Hours per year
 74 hours Bi-Weekly pay periods (26 per year)

APPENDIX A – WAGE SCALE

**Appendix A – Wage Scale – April 1, 2016 – March 31, 2017 – 1.75% Increase
 Bi-Weekly Pay Periods**

Job Class	Job Title	Step 1 Starting Wage	Step 2 12 Month	Step 3 24 Month	Step 4 36 Month
3	File Clerk	\$17.15	\$18.15	\$19.15	\$20.17
		\$1,268.77	\$1,343.22	\$1,417.67	\$1,492.12
		\$32,988.01	\$34,923.75	\$36,859.47	\$38,795.20
6	Member Service Rep 1 (MSR 1) Steno / Receptionist	\$20.50	\$21.71	\$22.91	\$24.11
		\$1,516.93	\$1,606.28	\$1,695.63	\$1,783.97
		\$39,440.18	\$41,763.26	\$44,086.33	\$46,383.31
7	MSR1 / Treasury Fin. Serv. Coordinator / Greeter Administration Clearing Loan Administration Administration Support Administration Returns/Posting MSR2 / MSR2 Commercial Rep.	\$22.08	\$23.39	\$24.69	\$25.98
		\$1,634.39	\$1,730.77	\$1,827.14	\$1,922.52
		\$42,494.12	\$44,999.92	\$47,505.70	\$49,985.41
8	Financial Service Rep (FSR)	\$23.76	\$25.17	\$26.55	\$27.95
		\$1,757.87	\$1,862.28	\$1,964.68	\$2,068.08
		\$45,704.67	\$48,419.30	\$51,081.69	\$53,770.19
9	Financial Service Officer (FSO)	\$25.51	\$27.02	\$28.50	\$30.03
		\$1,887.38	\$1,999.82	\$2,109.25	\$2,221.69
		\$49,071.83	\$51,995.26	\$54,840.38	\$57,763.81
9A		\$26.36	\$27.89	\$29.45	\$31.01
		\$1,950.63	\$2,064.07	\$2,178.52	\$2,294.97
		\$50,716.27	\$53,665.79	\$56,641.43	\$59,669.28
10		\$27.38	\$29.00	\$30.60	\$32.21
		\$2,026.42	\$2,145.98	\$2,264.01	\$2,384.01
		\$52,687.05	\$55,795.59	\$58,864.35	\$61,984.16
11	Sr. Acc. Officer - Comm. Service	\$29.41	\$31.14	\$32.86	\$34.56
		\$2,175.57	\$2,303.93	\$2,430.64	\$2,558.04
		\$56,564.83	\$59,902.14	\$63,196.76	\$66,509.01

37 Hours per week
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APPENDIX A – WAGE SCALE

**Appendix A – Wage Scale – April 1, 2017 – March 31, 2018 – 1.75% Increase
 Bi-Weekly Pay Periods**

Job Class	Job Title	Step 1 Starting Wage	Step 2 12 Month	Step 3 24 Month	Step 4 36 Month
3	File Clerk	\$17.45	\$18.47	\$19.49	\$20.52
		\$1,290.97	\$1,366.73	\$1,442.48	\$1,518.24
		\$33,565.31	\$35,534.91	\$37,504.51	\$39,474.12
6	Member Service Rep 1 (MSR 1) Steno / Receptionist	\$20.86	\$22.09	\$23.31	\$24.53
		\$1,543.48	\$1,634.39	\$1,725.30	\$1,815.19
		\$40,130.38	\$42,494.12	\$44,857.84	\$47,195.02
7	MSR1 / Treasury	\$22.47	\$23.80	\$25.12	\$26.43
	Fin. Serv. Coordinator / Greeter	\$1,662.99	\$1,761.05	\$1,859.12	\$1,956.16
	Administration Clearing	\$43,237.77	\$45,787.42	\$48,337.05	\$50,860.16
	Loan Administration				
	Administration Support				
	Administration Returns/Posting				
	MSR2 / MSR2 Commercial Rep.				
8	Financial Service Rep (FSR)	\$24.18	\$25.61	\$27.01	\$28.44
		\$1,788.63	\$1,894.87	\$1,999.06	\$2,104.28
		\$46,504.50	\$49,266.63	\$51,975.62	\$54,711.17
9	Financial Service Officer (FSO)	\$25.96	\$27.49	\$29.00	\$30.56
		\$1,920.41	\$2,034.81	\$2,146.16	\$2,260.56
		\$49,930.59	\$52,905.18	\$55,800.09	\$58,774.68
9A		\$26.82	\$28.38	\$29.97	\$31.55
		\$1,984.76	\$2,100.19	\$2,216.64	\$2,335.13
		\$51,603.80	\$54,604.94	\$57,632.65	\$60,713.49
10		\$27.86	\$29.51	\$31.14	\$32.78
		\$2,061.89	\$2,183.54	\$2,303.63	\$2,425.73
		\$53,609.07	\$56,772.02	\$59,894.47	\$63,068.88
11	Sr. Acc. Officer - Comm. Service	\$29.92	\$31.68	\$33.44	\$35.16
		\$2,213.64	\$2,344.25	\$2,473.18	\$2,602.80
		\$57,554.71	\$60,950.42	\$64,302.70	\$67,672.91

37 Hours per week
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APPENDIX A – WAGE SCALE

**Appendix A – Wage Scale – April 1, 2018 – March 31, 2019 – 2% Increase
 Bi-Weekly Pay Periods**

Job Class	Job Title	Step 1 Starting Wage	Step 2 12 Month	Step 3 24 Month	Step 4 36 Month
3	File Clerk	\$17.80	\$18.84	\$19.88	\$20.93
		\$1,316.79	\$1,394.06	\$1,471.33	\$1,548.60
		\$34,236.61	\$36,245.61	\$38,254.60	\$40,263.60
6	Member Service Rep 1 (MSR 1) Steno / Receptionist	\$21.28	\$22.53	\$23.78	\$25.02
		\$1,574.35	\$1,667.08	\$1,759.81	\$1,851.50
		\$40,932.99	\$43,344.00	\$45,755.00	\$48,138.92
7	MSR1 / Treasury	\$22.92	\$24.28	\$25.62	\$26.96
	Fin. Serv. Coordinator / Greeter	\$1,696.25	\$1,796.28	\$1,896.30	\$1,995.28
	Administration Clearing	\$44,102.53	\$46,703.16	\$49,303.79	\$51,877.36
	Loan Administration				
	Administration Support				
	Administration Returns/Posting				
	MSR2 / MSR2 Commercial Rep.				
8	Financial Service Rep (FSR)	\$24.66	\$26.12	\$27.55	\$29.00
		\$1,824.41	\$1,932.77	\$2,039.04	\$2,146.36
		\$47,434.59	\$50,251.97	\$53,015.13	\$55,805.40
9	Financial Service Officer (FSO)	\$26.48	\$28.04	\$29.58	\$31.17
		\$1,958.82	\$2,075.51	\$2,189.08	\$2,305.78
		\$50,929.20	\$53,963.29	\$56,916.09	\$59,950.18
9A		\$27.36	\$28.95	\$30.57	\$32.18
		\$2,024.46	\$2,142.19	\$2,260.97	\$2,381.84
		\$52,635.88	\$55,697.04	\$58,785.31	\$61,927.76
10		\$28.42	\$30.10	\$31.76	\$33.44
		\$2,103.13	\$2,227.21	\$2,349.71	\$2,474.24
		\$54,681.25	\$57,907.46	\$61,092.36	\$64,330.26
11	Sr. Acc. Officer - Comm. Service	\$30.52	\$32.31	\$34.11	\$35.86
		\$2,257.92	\$2,391.13	\$2,522.64	\$2,654.86
		\$58,705.81	\$62,169.43	\$65,588.76	\$69,026.37

37 Hours per week
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APPENDIX A – WAGE SCALE

**Appendix A – Wage Scale – April 1, 2019 – March 31, 2020 – 2% Increase
 Bi-Weekly Pay Periods**

Job Class	Job Title	Step 1 Starting Wage	Step 2 12 Month	Step 3 24 Month	Step 4 36 Month
3	File Clerk	\$18.16	\$19.22	\$20.28	\$21.35
		\$1,343.13	\$1,421.94	\$1,500.76	\$1,579.57
		\$34,921.34	\$36,970.52	\$39,019.69	\$41,068.87
6	Member Service Rep 1 (MSR 1) Steno / Receptionist	\$21.71	\$22.98	\$24.26	\$25.52
		\$1,605.83	\$1,700.42	\$1,795.00	\$1,888.53
		\$41,751.65	\$44,210.88	\$46,670.10	\$49,101.70
7	MSR1 / Treasury	\$23.38	\$24.77	\$26.13	\$27.50
	Fin. Serv. Coordinator / Greeter	\$1,730.18	\$1,832.20	\$1,934.23	\$2,035.19
	Administration Clearing	\$44,984.58	\$47,637.23	\$50,289.87	\$52,914.91
	Loan Administration				
	Administration Support				
	Administration Returns/Posting				
	MSR2 / MSR2 Commercial Rep.				
8	Financial Service Rep (FSR)	\$25.15	\$26.64	\$28.10	\$29.58
		\$1,860.90	\$1,971.42	\$2,079.82	\$2,189.29
		\$48,383.28	\$51,257.01	\$54,075.43	\$56,921.50
9	Financial Service Officer (FSO)	\$27.01	\$28.60	\$30.17	\$31.79
		\$1,997.99	\$2,117.02	\$2,232.86	\$2,351.89
		\$51,947.78	\$55,042.55	\$58,054.41	\$61,149.18
9A		\$27.91	\$29.53	\$31.18	\$32.82
		\$2,064.95	\$2,185.04	\$2,306.19	\$2,429.47
		\$53,688.60	\$56,810.98	\$59,961.01	\$63,166.31
10		\$28.99	\$30.70	\$32.40	\$34.11
		\$2,145.19	\$2,271.75	\$2,396.70	\$2,523.73
		\$55,774.88	\$59,065.61	\$62,314.21	\$65,616.86
11	Sr. Acc. Officer - Comm. Service	\$31.13	\$32.96	\$34.79	\$36.58
		\$2,303.07	\$2,438.95	\$2,573.10	\$2,707.96
		\$59,879.92	\$63,412.82	\$66,900.53	\$70,406.90

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LETTER OF UNDERSTANDING

BETWEEN:

EAST KOOTENAY COMMUNITY CREDIT UNION

AND:

UNITED STEELWORKERS LOCAL 1-405

RE: INTER-BRANCH EMPLOYEE TRANSFERS

PURPOSE:

The purpose of this letter is to implement some rules in regards to the transfer of Employees from one Branch of East Kootenay Community Credit Union to another Branch of East Kootenay Community Credit Union.

Subject to all pertinent sections of the Collective Agreement, East Kootenay Community Credit Union and United Steelworkers Local 1-405 agree to the following:

COMPANY SENIORITY AND BRANCH SENIORITY

- a) Company seniority is defined as the length of continuous service with the Company. It shall be the governing factor in determining vacation and retirement entitlement.
- b) Branch seniority is defined as the length of service in a Branch. Where there are instances of job postings and layoffs, branch seniority will be applied pursuant to Article 16.03 Job Postings and Article 15 Layoff and Recall.

APPLICATION

An Employee who transfers to another Branch of East Kootenay Community Credit Union will be credited with three weeks training period for Branch seniority purposes. Any days worked for orientation/training purposes will be included in, and be a part of, the three week seniority accreditation.

(The above clause is to prevent a newly hired Employee from accruing more seniority than an Employee who transferred, due to needing more training/orientation time.)

This Letter of Understanding may be changed/modified, by mutual agreement of the Parties.

Dated this 25 day of January, **2016**

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
East Kootenay Community Credit Union

Doug Singer

Jody Burk

Jeff Bromley

Beth Cornelson

LETTER OF UNDERSTANDING

BETWEEN:

EAST KOOTENAY COMMUNITY CREDIT UNION

AND:

UNITED STEELWORKERS LOCAL 1-405

RE: CASUAL EMPLOYEES

The Parties agree, effective April 15, 2000, notwithstanding anything contained within the Collective Agreement, a casual employee, as determined in Article 6.04, who has elected not to work for 40 consecutive working days, except those employees on vacation (Article 11) or on Leave of Absence (Article 12), shall be discharged forthwith by the Credit Union.

The Union will be notified ten (10) days prior to the discharge date by the Credit Union.

Dated this 25 day of January, **2016**

Signed on behalf of
United Steelworkers Local 1-405

Doug Singer

Jeff Bromley

Signed on behalf of
East Kootenay Community Credit Union

Jody Burk

Beth Cornelson

LETTER OF UNDERSTANDING

BETWEEN:

EAST KOOTENAY COMMUNITY CREDIT UNION

AND:

UNITED STEELWORKERS, LOCAL 1-405

RE: CROSS-TRAINING

WHEREAS the parties wish to incorporate some additional terms into Article 17 and thereby agree as follows

- (a) An employee declared competent for a cross-training position shall remain in that position for a minimum period of 16 months from the date they are declared competent.

Subsequent to that 16 month period, the employee may seek to drop the cross-trained position upon satisfying the conditions in paragraph (b) below.

- (b) An employee may drop a position for which they are cross-trained if:
- (i) another employee is already cross-trained in that position and available to perform the duties in that position when required; or
 - (ii) the Credit Union determines that it does not require an employee to be cross-trained in that position; or
 - (iii) once the employee awarded the position pursuant to (c) and (d) has successfully completed the training for the cross-trained position and that employee is available to perform the duties in that position when required,

whichever event occurs first;

- (c) If an employee seeks to drop the position for which they are cross-trained; there are no other employees cross-trained for that position; and the Credit Union determines that it requires an employee to be cross-trained in the position, upon being notified that the employee wishes to drop the position, the Credit Union will immediately post the cross-training opportunity for three (3) working days and fill the position in accord with Article 17.02.

- (d) (i) In the event there are no applicants for a posted cross-training opportunity if the Credit Union determines that it requires an employee to be cross-trained, it will re-post the opportunity within one month. If there are still no applicants for the opportunity, it will re-post one last time within a further month.

Upon the expiration of the three above-noted unsuccessful postings, the employee seeking to drop the position for which they are cross-trained shall be permitted to drop the position for which they are cross-trained unless that will result in the rescheduling or cancellation of any existing approved vacation.

- (ii) The Credit Union may, after receiving no applicants for one or two posted cross-training opportunities, determine it does not require an employee to be cross-trained. In that case, the employee who is cross-trained may drop their cross-trained position immediately.
- (iii) Due to the expense and time required to cross-train an employee, if an employee has dropped two positions for which they have been cross-trained within the last two years, the employee cannot apply for another cross-trained position for two years.
- (e) The process outlined in (b) (c) (d) shall not take longer than four (4) months from the date the employees give notice of the employee's intent to drop the cross-trained position.
- (f) Notwithstanding the provisions of paragraphs (b)(i) and (iii), an employee may drop a position for which they are cross-trained for:
- (i) bona fide medical reasons that adversely affect the employee's ability to perform the duties of the cross-trained position; or
- (ii) other justifiable reasons subject to operational requirements. Approval to drop a position will not be unreasonably withheld.
- (g) If, pursuant to paragraph (f), an employee expresses their desire to drop a position for which they are cross-trained, the Credit Union will advise the employee within five (5) working days whether it is granting their request.

If the Credit Union denies their request, and the employee wishes to pursue their request, they must file a written grievance at Step 2 pursuant to Article 18.01 within ten (10) working days. The Credit Union will respond in writing within ten (10) working days.

If the Union wishes to pursue the denial to arbitration, it must do so within ten (10) working days. In that event, the Parties will utilize the services of one of the following: Mark Atkinson, Wayne Moore, or David McPhillips.

If a “hearing” is required, it may be by telephone, Skype, on FaceTime, written submission or such other expeditious method as the arbitrator determines.

Such “hearing” shall occur within twenty (20) working days of the referral to arbitration. The arbitrator will render his decision, with brief written reasons within ten (10) working days of the conclusion of the “hearing”.

The decision of the arbitrator pursuant to this Letter of Understanding shall be without prejudice to future cases and shall have no precedential value.

The Parties will not use counsel at the “hearing”.

Dated this 25 day of January, **2016**

Signed on behalf of
United Steelworkers Local 1-405

Doug Singer

Jeff Bromley

Signed on behalf of
East Kootenay Community Credit Union

Jody Burk

Beth Cornelson

LETTER OF UNDERSTANDING

BETWEEN:

EAST KOOTENAY COMMUNITY CREDIT UNION

AND:

UNITED STEELWORKERS, LOCAL 1-405

RE: 11.05a – Splitting/Banking of Vacation

WHEREAS during the recent conclusion of negotiations between the two parties, new language was negotiated in Article 11.05 a).

AND WHEREAS the old language restricted employees with 15 or more vacation days to book these days in one, two week increments.

AND WHEREAS the new language allows for employees with 15 or more days of vacation to be booked in one week increments, but does not clearly outline the process for employees with ten (10) days of vacation entitlement.

NOW THEREFORE the Parties agree as follows:

As an addendum to the newly negotiated language, the parties agree the language for Article 11.05 a) should read, "Employees entitled to ten (10) or more working days' vacation shall, subject to operational requirements, take the vacation to which they are entitled in a minimum of one (1) week block(s)."

This LOU will be included among the Letters of Understanding contained within the collective agreement

Dated this 25 day of January, **2016**

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
East Kootenay Community Credit Union

Jeff Bromley

Jody Burk
