

# **COLLECTIVE AGREEMENT**

**Between**

**Community Savings Credit Union**

**And**

**United Food and Commercial Workers, Local 1518**

**January 1, 2019 to December 31, 2022**



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BETWEEN COMMUNITY SAVINGS CREDIT UNION,  
1600-13450 102ND Avenue, Surrey, B.C. V3T 5X3

herein referred to as the “Employer”

AND UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518,  
chartered by the United Food and Commercial Workers International Union,  
C.L.C.

## **ARTICLE 1 – Purpose**

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Section 1 The purpose of this Agreement is to maintain a harmonious relationship between the Community Savings Credit Union and its employees; to define clearly the hours of work, rates of pay and conditions of employment, to provide for an amicable method of settling differences which may from time to time arise, and to promote the mutual interest of the Employer and its employees and in recognition whereof the Parties here to covenant and agree as follows:

Section 2 Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off, discharge or otherwise because of race, color, creed, national origin, age, sex or marital status.

## **ARTICLE 2 – Union Security and Recognition**

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Section 1 This is a voluntary recognition agreement and shall apply to Union Liaison Officers.

Section 2 The Employer agrees that all employees as per Section 1 above, as a condition of employment, shall, within fifteen (15) days from the date of employment, become and remain members of the Union.

Section 3 Upon written authorization from the employee, the Employee agrees to pay a one-time initiation fee and Union dues, once monthly.

## **ARTICLE 3 – Union Representation**

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Section 1 The Employer shall recognize full-time regular employees elected or appointed by the Union to act as Office Stewards. The Employees must have completed their probationary period of employment. The Union shall inform the Employer, in writing, of the names of the Office Steward(s).

Section 2 The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its

administration. The Union will obtain authorization from the Employer as to appropriate time for such contact.

Section 3 The Office Steward(s) may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay. The Steward(s) will obtain permission from their immediate supervisor before leaving their immediate area for such purposes and such permission will not be unreasonably denied.

#### **ARTICLE 4 – The Rights of the Employer**

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Section 1 The Union recognizes the right of the Employer to operate the business and direct the working force subject to the provisions of this Agreement and the right of the Union or employees to grieve as provided in Articles 18 and 19.

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

“Subject to this Act, the regulations and the rules the Directors shall manage or supervise the management of the Credit Union and may exercise all the powers of the Credit Union.”

Actual direction of the office staff will be under the authority delegated by the Board of Directors to the President and C.E.O. who, in turn, may delegate any portion of these duties and authority to others in any capacity.

Section 2 The Union agrees to use every reasonable effort and means at its disposal to assist and promote the business and welfare of the Employer.

#### **ARTICLE 5 – Definition of Employees**

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Section 1 Probationary Period – All employees shall be considered probationary for the first six (6) months of employment. This period may be extended by mutual agreement between the Employer and the Union. Review will be done with these employees every forty (40) working days.

Section 2 Full-time Regular – All employees hired to work regular full-time basis.

Section 3 A temporary employee is one so informed by the Employer at the start of employment. Temporary employment shall be for a specified period not exceeding three (3) months, except when replacing for temporary periods due to extended leave, maternity, parental, long-term illness or when extended by mutual agreement between the Union and the Employer. Temporary positions for maternity leave replacement shall be posted. After three (3) months service the benefits shown under Article 10, Section 1 and 2 shall apply except for short term and long term disability. Temporary employees contract must be for at least one (1) year to have coverage for Basic Life Insurance, Optional Life and Accidental Death & Dismemberment.

## **ARTICLE 6 – Hours of Work**

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Section 1 Due to the nature of the Union Liaison Officers position as an Organized Labour Representative providing service to affiliates and members of the Trade Union movement, hours of work for employees covered by this Agreement shall be as required and not be defined.

Section 2 Time worked on an employee's regular day off of after the established working shifts shall be computed as time off in lieu of such time as mutually agreed between the Employer and employee.

## **ARTICLE 7 – Statutory Holidays**

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Section 1 (a) The Employer agrees to provide all full-time employees with the following Statutory Holidays, without loss of pay:

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

\*3 Floating Days

\*Three (3) Floating Days – These additional guaranteed holidays to be taken at a time mutually agreeable between the Employer and Employee.

And any other day that may be slated a legal holiday by the Provincial, Civic, and/or Federal Government. The Employer further agrees that should one of the above Statutory Holidays fall on an employee's normal day(s) off, the employee shall receive an additional day or days off, with pay, to be taken at the discretion of the employee by mutual agreement with the Employer.

## **ARTICLE 8 – Annual Vacation and Supplementary Vacation Plan**

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- Section 1
- (a) The vacation year shall be January 1<sup>st</sup>, to December 31<sup>st</sup>. Employees commencing employment January 1<sup>st</sup> – June 30<sup>th</sup> shall be credited with a vacation year, those commencing employment July 1<sup>st</sup> – December 31<sup>st</sup> shall not receive credit for a vacation year until the following vacation year but shall still receive a prorated vacation as per Section 2(a) herein.
  - (b) Vacation shall be taken in the vacation year in which it is being earned subject to the provisions of Section 2 and Section 6 of this Article.
  - (c) Vacation shall be on the basis of two percent (2%) per week or the current salary, whichever is greater for the number of days vacation when vacation is taken.

- (d) Should an employee take a vacation in excess of his/her earned entitlement the employee shall reimburse the Employer for any overpayment he/she may have received for holidays provided by this Article.

Section 2 Regular full-time employees shall earn paid Vacations in accordance with the following entitlements:

- (a) During the first (1st) vacation year of employment, an employee shall earn a paid vacation entitlement of two (2) working days per month or major portion of month worked to a maximum twenty (20) days.
- (b) Same for vacation year 2, 3, 4, & 5
- (c) From the sixth (6th) vacation year to the tenth (10th) vacation year, the employee shall earn twenty-five (25) paid vacation days.
- (d) During the eleventh (11th) vacation year, the employees shall earn a maximum of thirty (30) paid vacation days.

Section 3 The Employer shall post a vacation list on the first working day of January each year and employees shall select their vacation period by February 15<sup>th</sup>. Not later than February 28<sup>th</sup>, the Employer shall notify employees whether or not the vacation periods selected are approved.

Employees are required to fully select their vacation by February 15<sup>th</sup>, but requested changes after approval would not be unreasonably denied.

Section 4 Senior employees shall be given preference in the selection of vacation period. Employees who wish to take their vacation in broken periods may do so subject to the following conditions:

Employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only one (1) vacation periods shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacations in two (2) or more separate periods shall select the second (2<sup>nd</sup>) and subsequent periods in order of seniority for each selection. Employees select by seniority.

Section 5 Employees with three (3) weeks vacation entitlement or more shall be entitled to bank up to a maximum of one (1) week vacation and must take the banked vacation in the following year. Employees shall notify the Employer by April 15<sup>th</sup> of the year the vacation is earned.

Section 6 Supplementary Vacation Plan

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

<u>Years of Completed Continuous Service</u>	<u>Weeks Supplementary Vacation</u>
After five (5)	5 days
After 10 years	5 days
After 15 years	5 days
After 20 years	5 days
After 25 years	10 days
After 30 years	5 days

- (b) The supplementary vacation may be taken in conjunction with the regular vacation to which the employee is entitled, in which event the supplementary vacation shall be taken at a time to be agreed upon by the Company and the employee.
- (c) One (1) week's supplementary vacation pay shall be equal to one (1) week's salary of the employee's regular job at the time vacation is taken.
- (d) The supplementary vacation must be taken prior to the employee becoming eligible for his/her next earned period of supplementary vacation provided in Section (a).

Section 8 Employees who work part of the year due to WI/LTD claim in excess of twelve (12) weeks and employees who terminate shall have vacation pay pro-rated as a percentage of gross earnings. This shall apply to Maternity/Parental Leave where the employee does not return to employment from the leave.

**ARTICLE 9 – Leave of Absence**

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Section 1     Union Business  
 Leave of absence without pay will be granted to employees for the purpose of attending the Union business providing the Employer's work requirements will allow for such leave. The Union will request such leave by giving the Employer at least five (5) days' notice.

Section 2     Maternity/Paternity Leave  
 Leave of absence in case of pregnancy shall be granted in accordance with the "Employment Standards Act". Such leave will not affect sick leave entitlement or seniority.

Section 3     Bereavement Leave  
 In case of death in the immediate family of a full-time regular employee, the employee shall be granted leave of absence without loss of pay for up to five (5) consecutive days, for immediate family.

In case of death of other family members, the employee shall be granted up to three (3) consecutive days leave of absence without loss of pay and up to five (5) consecutive days, where travel warrants it (ie.: one [1] day travel and one [1] day additional.)

In the event of the death of the immediate family member and other family members, one (1) of the days mentioned above may be taken on the day of the burial/wake/ceremony.

Immediate family includes: spouse, mother, father, sister, brother, children, step-children, foster children, and step-parents. Other family members are: mother-in-law, father-in-law, grandparents, grandchildren, or legal guardian.

For any relatives not mentioned in the above Sections, to be entitled up to one (1) day to attend a funeral without loss of pay.

The leave of absence will not be charged against paid sick leave or annual vacation entitlement.

Section 4      Special Leave Without Pay

(a) When the reasonable requirements of the Employer's services will permit, any employee hereunder, upon written application to the Employer, may, if approved, in writing, by the Employer, be granted a leave of absence of up to thirty (30) working days. Such approval shall not be unreasonably withheld. Under such leave, the employee shall retain and continue to accrue seniority.

(b) Such leaves may be extended for additional periods of up to thirty (30) working days when approved by the Employer, in writing, and seniority will accrue during such extension. Employees on leave under this section, that extends past (30) days shall have their vacation pay pro-rated as a percentage of gross earnings.

Section 5      Jury Duty

An employee summoned to Jury Duty or a subpoenaed witness shall be paid wages amounting to the differences between the amount paid them for jury service and the amount they would have earned, had they worked on such days. Employees on Jury Duty shall furnish the Employers with such statements of earning as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on Jury Duty and actual work on the job in the office in one (1) day, shall not exceed seven (7) hours for the purpose of establishing the basic workday. Any time worked in the office in excess of the combined total of seven (7) hours, shall be considered overtime and paid as such.

Section 6      Family Responsibility Leave

These are for emergencies for children or other family members residing in the home, where no one else is capable of caring for these family members. Such time taken will be charged against Sick Leave under Article 10, Section 2 (a). One (1) day equals seven hours.

Section 7      Compassionate Care Leave

The Employer shall grant, upon request, unpaid Compassionate Care Leave in accordance with the Employment Standards Amendment Act (April 27, 2006).



Section 8      Domestic or Sexual Violence Leave

The Employer will grant an employee up to ten (10) days of paid leave to deal with issues related to domestic violence. Notwithstanding the above, the Employer also agrees that requests for unpaid leaves of absence submitted by employees in order for them to deal with issues related to domestic violence shall not be unreasonably denied.

In addition, the Employer will grant in each calendar year:

- (a) Up to ten (10) days of unpaid leave, in units of one or more days in either a nonsequential or sequential period, and
- (b) In addition to the period of time referred to above, up to fifteen (15) weeks of unpaid leave.

It is further agreed that privacy and confidentiality should be maintained and the Union and/or Employer should not disclose more personal information than is reasonably necessary to protect workers from injury. This means sharing only reasonably necessary information and only with those who need to know. All personal information concerning domestic violence should be kept confidential and no information should be kept on the employee's personnel file without their express written permission.

**ARTICLE 10 – Benefit Plans and Sick Leave**

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Section 1

- (a) All full-time and part-time regular employees regularly scheduled to work a minimum of fourteen (14) hours per week (which would mean sixty (60) hours per month or one hundred and eighty-two (182) hours per quarter or more shall become entitled to coverage for:

Medical  
Dental  
Extended Health, and  
Employee and Family Assistance Program.

All full-time and part-time employees regularly scheduled to work an average of 15 hours per week (which would mean 65 hours per month or 195 hours per quarter) or more shall become entitled to coverage for:

Basic Life Insurance  
Optional Life Insurance, and  
Accidental Death & Dismemberment Insurance.

All full-time and part-time regular employees regularly scheduled to work a minimum of 14 hours per week or more shall become entitled to coverage for:

Short Term, and  
Long Term Disability.

If you do not maintain the minimum required work hours, you will not be eligible for disability benefits.

The above benefits to be administered by B.C. Credit Union Employee Benefits Trust or equivalent. (Details of the Plans are contained in brochures provided by the Employer).

Medical Plan

On the first (1<sup>st</sup>) of the month following starting day of employment.

All the Other Plans

On the first (1<sup>st</sup>) of the month following completion of the probationary period.

- (b) The premium costs for the foregoing plans, except for Short-Term and Long-Term Disability, shall be paid by the Employer. The employees shall pay the premium costs of the Short Term and Long Term Disability Plans.
- (c) In case of a leave of absence without pay, employees may continue coverage of the benefits as provided for in Article 10, Section (a) (except Short Term and Long Term Disability) provided they pay the full cost of premiums monthly, in advance.
- (d) Health Care Spending Account  
All employees shall receive a Health Care Spending Account (HCSA) in the amount of three hundred dollars (\$300.00) per calendar year which may be spent on health or dental benefits as determined and adjudicated by the benefit provider.

Section 2

Sick Leave

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

- (a) All employees on the payroll as at January 1<sup>st</sup> of each year will be given credit for twelve (12) days' sick leave for that year. New employees starting during the year shall receive a pro-rated portion calculated at one (1) day per month worked to a maximum of twelve (12) days. New employees shall not be covered during their probationary period, but upon completion of their probationary period they will be reimbursed for any lost wages due to illness, up to that year's maximum entitlement.
- (b) Employees must bank day(s) accrued to a maximum of five (5) working days to cover the waiting period required for Short-Term Disability, Section (c). Sick days accumulated beyond the five (5) day bank shall be paid out (one-half [1/2] day per full day accumulated) in the following January of each year. Upon termination banked days accumulated and the current year's pro-rated days of entitlement shall be paid out on the basis of one-half (1/2) day for each full day accumulated.

Sick days shall be banked from the unused sick leave at each year end. They shall be banked at the rate of three (3) days per year and at the employee's option, may bank more to refill the bank. Upon separation from employment, the employee shall be paid for one-half (1/2) of their unused sick leave earned plus one-half (1/2) of their sick leave banked.

- (c) Upon becoming eligible for Short-Term Disability, an employee will receive two-thirds (2/3) salary from the insurance plan for the duration of illness in accordance with the provisions of the plan. It is the responsibility of the employee to complete and file the necessary application forms to receive payment.
- (d) The employee, upon request of the Employer, shall provide proof of illness which involves paid leave. The Employer will reimburse the reasonable cost of up to two (2) medical certificates (doctor's notes) annually.
- (e) It is understood that employees granted twelve (12) days "credit" on January 1<sup>st</sup> of each year are actually "earning" those days at one (1) day per month worked. Upon termination of employment an employee having used more sick days than "earned" shall be required to reimburse the Employer from his/her final pay.
- (f) While on Short-Term Disability, employees must ensure that premium payments are continued. The Employer shall continue to pay the premiums for benefits provided for in Section (a), (except Short-Term and Long-Term Disability) during the Short-Term Disability.

### Section 3

#### Pensions

- (a) Full-time employees – Effective July 1, 2018, the Employer agrees to pay twelve percent (12%) of the employees monthly salary into a Registered Retirement for each month worked, commencing upon completion of the probationary period.

Full-time employees – Effective July 1, 2019, the Employer agrees to pay twelve and a half percent (12.5%) of the employees monthly salary into a Registered Retirement for each month worked, commencing upon completion of the probationary period.

Full-time employees – Effective July 1, 2020, the Employer agrees to pay thirteen percent (13%) of the employees monthly salary into a Registered Retirement for each month worked, commencing upon completion of the probationary period.

- (b) Each employee shall have the option to pay additional sums into the Plan, up to the maximum allowable under the Income Tax Act. Money may not be removed from the R.R.S.P.'s while an employee of the Credit Union.
- (c) Funds on deposit under this section may be used for first time home buyers, as allowed by Revenue Canada, on the basis that funds used from the Credit Union must be re-paid to the Credit Union.

Funds on deposit shall be paid a one-half percent (1/2%) premium on the posted rate following ratification and upon maturity. This shall apply on terms of one (1) to five (5) years only including the elevator account, but excluding promotions and/or bonuses.

## **ARTICLE 11 – Job Description**

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Section 1 This position is member-service driven, develops and maintains the profitable growth of the union portfolio, manages the Labour Organization portfolio by service and sales; troubleshoots, actively solicits new business, maintains and expands existing relationships and referrals, promotes and cross-sells the services of the Credit Union to Labour Organizations and through them, to their members. Contributes to the credit union's marketing plan where necessary, recommends and administers policy guidelines, and sets short and long term goals for the department.

Sells services and products by developing, implementing, and presenting initiatives to increase profitable sales of our products and services to Labour Organizations and through them, their members.

Establishes guidelines on product and service provision and pricing, for the department. Reviews and negotiates new and existing account agreements to ensure consistency, profitability, and adherence to policies, procedures, and guidelines. Ensures department adheres to proper security procedures.

Manages the handling of the overall deposit and lending portfolios and operational aspects for the Labour Organization market segment, including initiative directed to their members through the Labour Organizations.

Assists setting up of Pre-Authorized Payment/Deposit System of electronic transmission funds through Credit Union Central of BC's Bulletin Board System.

Prepares departmental budget by establishing goals and objectives and assesses and ensures the departments' ability to meet these objectives.

Participates in a variety of management initiative by contributing to the design and development of policies and programs, presenting proposals to executive management, and preparing reports and making recommendations.

Section 2 Pay Band 6 for Union Liaison Officer  
2019 Salary Range - \$87,699.69 to \$109,624.62

Section 3 The Credit Union recognizes the principle of equal work of equal value, and agrees that there will be no discrimination between men and women in appointments to vacant positions or in salaries for those positions.

Section 4 When the duties of the existing position are significantly changed, the Employer shall set an interim salary and category for such position and notify the Union. The Union, at its discretion, may negotiate the salary and category and if agreement cannot be reached, the matter may be referred to arbitration as provided in this Agreement.

Section 5 Promotional Increases  
Annual promotional increases should be awarded based on the current method of annual review of employee performance.

Section 6      Salary Progression

- (a) Progression from 80% to 100% percent would accrue in a period of four (4) to five (5) years, while entry at the 90% percent level would normally require two (2) to three (3) years to reach job rate (100% percent) of the salary range.
- (b) The Employer will apply any COPE 378 percentage wage increases to ULO wage rates, on an annual basis.

Section 7      Vehicle Expenses

In recognition of the Employer's requirement that employees provide a vehicle for work, the Employer agrees that as long as these conditions continue, employees shall be provided with a CRA T2200 form, no later than February 28<sup>th</sup> of each year, wherein the employment requirement to provide a vehicle for work is acknowledged.

This provision is in addition to the employee's right to claim approved expenses, including mileage reimbursement, at the current rate.

Section 8      Training and Cross-Training

An employee assigned to a higher job classification on a temporary basis for the purposes of cross training shall not be entitled to the higher rate salary and shall maintain his or her salary level of his or her regular position so long as the transfer to the cross-training position does not exceed sixty (60) working days.

The provision of cross training will not be used or apply to an employee who is filling a vacancy and will not be used to replace incumbents.

**ARTICLE 12 – Job Posting**

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Section 1

- (a) Each vacancy for Union Liaison Officer shall be posted on the Union bulletin boards on the Employer's premises for at least five (5) working days, with a copy to the U.F.C.W Local 1518 Union Office, outlining job title, group classification and salary.
- (b) An employee may bid on vacation positions which may involve a promotion, lateral transfer, or a lower classification.
- (c) All bids on posted job vacancies shall be in writing. Applicants shall be notified whether they have been selected or not.
- (d) It shall be the intent of the Employer to fill job vacancies from within the bargaining unit providing employees who apply for positions have the required qualifications.

Section 2

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

Section 3

An employee promoted to a higher rate position shall be on probation for the first sixty (60) working days. If during the first sixty (60) working days he/she is

considered to be unsuitable, he/she shall be returned to his/her former salary plus any increments which he/she may have been entitled to had he/she had not been promoted.

## **ARTICLE 13 – Lay-Off and Recall**

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Section 1 Lay-off – Should the Employer decide to reduce the number of office staff, the Employer shall meet with the Union Representative and the following procedure shall be adopted: the employee with the least amount of seniority in any position will be the first laid-off from that position.

Section 2 Regular full-time employees shall be given notice or pay in lieu of notice as per the Employment Standards Act, 1981.

Section 3 Any regular full-time employee with six (6) months or more of service who is laid-off due to lack of work or redundancy shall be placed on a recall list for a period of one (1) year.

Section 4 Recall - Employees on the recall list shall have the right to return to a vacancy in their former position or to a position for which they are qualified, providing no other employee with greater seniority is promoted or transferred to such vacant position. When such transfers or promotions occur, resulting in a vacant position, the employee on the recall list will be offered the resulting vacant position providing he/she is qualified.

Section 5 (a) Notice of recall to an employee on the recall list shall be sent by registered mail to the employee's last known address. An employee on the recall list may be bypassed when the employee fails to respond to the notice within five (5) calendar days of receiving it.

However, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose rights thereby, but such employee may be bypassed for the position available.

(b) An employee bypassed as provided above, will remain on the recall list for the remaining recall period.

## **ARTICLE 14 – Seniority**

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Section 1 Upon completion of the probationary period, employees shall be entitled to all rights and privileges of this Agreement and the employee's seniority shall be effective from the original date of employment.

Section 2 Seniority shall mean length of continuous service, with the Employer and its predecessors.

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

Section 4 An employee on leave of absence on Union business under Article 9 or on sick leave and extended sick leave under Article 10, will continue to accrue seniority.

Section 5 Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement. Seniority lists shall also illustrate the current job classification and step for each employee.

## **ARTICLE 15 – Discharge, Termination and Suspension**

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Section 1 The Employer has the right to discharge or suspend an employee for just cause. The Employer will provide the employee with a statement, in writing, clearly establishing the reasons for such discharge. A copy of the statement shall be given to the Union.

Section 2 If a regular employee is terminated, except as provided in Section 1 above, said employee shall receive notice or pay in lieu of notice as per the Employment Standards Act.

Section 3 If upon joint investigation by the Union and the Employer, or by decision of the Arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly charged, such employee shall be, subject to the award of the said arbitration or pursuant to the mutual findings of the Union and the Employer, reinstated to his/her former position without any loss of seniority or rank or benefits, and shall be compensated by the Employer for all time lost retroactive to the date of the discharge.

Section 4 Employees are expected to provide the Employer with two (2) weeks' notice of intention to terminate in order to provide adequate time to obtain a replacement.

## **ARTICLE 16 – General**

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Section 1 No work, which is customarily performed by employees within the bargaining unit covered by this Agreement, shall be subcontracted by the Employer to any agency or person outside the bargaining unit where such subcontracting would result in a lay-off of employees or reduction of staff or prevention of hiring of new regular employees.

Section 2 Employees who are members of the Union shall be permitted to use their Union Label.

Section 3 Picket lines – It shall not be a violation of the Agreement or cause for discharge of any employee in the performance of his/her duties, to refuse to cross a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such picket lines. The Credit Union shall not require any employee to cross or work behind any picket line, to handle struck goods or perform struck work.

Section 4 No Strikes or Lockouts – The Employer shall not cause or direct any lockout of employees during the life of this Agreement; and neither the Union, nor any



Representative thereof, nor any employee shall in any way authorize, encourage, or participate in any strike walkout, suspension of work, or slow down on the part of any employee or group of employees during the life of this Agreement.

Section 5      Disciplinary Action – Should it become necessary for management or supervisory person to discuss with an employee a matter which could result in disciplinary action being taken, such discussion will be taken in private. At the discretion of the employee, an Office Steward may be present. Upon request of the employee, the substance of the Employer’s complaint shall be given to the employee, in writing, at the time the discussion takes place.

Section 6      1. Staff Loans – Eligibility  
Any employee applying for a personal loan, line of credit, or mortgage benefit will:

- (a) Be a member in good standing in accordance with the Credit Union Act.
- (b) Be a permanent full-time or part-time employee of Community Savings Credit Union
- (c) Have successfully completed the probation period of employment.
- (d) Must meet Community Savings Credit Union lending requirements.

In the event an employee leaves Community Savings Credit Union, the employee rate on their loan, line of credit or mortgage reverts to the negotiated rate, effective the end of their last month of employment.

If an employee is delinquent more than thirty (30) days on their mortgage or loan payments, Community Savings Credit Union reserves the right to revert the rate back to the contract rate. Once the mortgage or loan payments are made current the rate will be changed back to the preferred rate.

Terms and Conditions of Loans and Lines of Credit

A floating rate loan or line of credit, granted at Community Savings Credit Union’s Prime minus one-half percent (-1/2%). The maximum loan or line of credit or a combination unsecured is not to exceed fifty thousand (\$50,000.00) dollars. The maximum line of credit secured will be the full amount the employee qualifies for. Staff members must qualify for this type of credit using same criteria applied to member applications. All documents must be signed at the negotiated rate.

Terms and Conditions for Mortgages

The property being offered as security will be primary resident of the applicant. Community Savings Credit Union will complete one full appraisal for staff at no cost (if required). Additional appraisals will be the responsibility of the employee and charged at cost. Employees who choose to pay out or refinance their mortgage within the term of the mortgage will be subject to standard pre-payment at the time of the request.



Option 1

Variable Prime Rate minus one-half percent (-1/2%) charged by Community Savings Credit Union or Closed Terms – Posted Rate minus two percent (2%) for the full amount the employee qualifies for, but the rate never to be below the greater of the Government Prescribed Rate or three percent (3%).

Option 2

Primeline at Prime minus one-half percent (-1/2%) for the full amount the employee qualifies for. A combination of Option 1 and 2 is permitted up to the full amount that the employee qualifies for. Documents shall be written at the negotiated rate.

2. Service Charges and Commissions

The Employer will provide an outline of those items covered under this section from the Policy Manual.

All above loans must fall within the lending policies of the Credit Union.

Section 7      Parking

The Employer will provide parking in the underground parking lot.

Section 8      Robbery or Hold-up

- (a) In the event of a robbery or hold-up, an employee shall be entitled to professional counseling as provided in the Employee and Family Program.
- (b) The Employer agrees that requests from regular full-time employees for time off due to posttraumatic stress, resulting directly from involvement in robbery or hold-up will be considered by the Employer for the balance of the day on which the incidence occurred, plus the following day, without loss of pay.
- (c) Approval of such request will not be unreasonably withheld. The Employer and the Union agree sufficient staff must always be available to operate the branch, and time-off requests refused due to staffing restraints will not be considered unreasonable.
- (d) Additional time off, if required, shall be deemed sick leave, under Article 10, Section 2.

**ARTICLE 17 – Technological Change and Severance Pay**

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Section 1      The Employer will provide the Union with at least (6) months' notice of intention to introduce automation, equipment or procedures which might result in displacement or reduction or personnel or in changes of job classification.

Section 2      Employees becoming redundant due to new equipment or procedures shall be eligible for retraining to equip them for operation of such new equipment or procedure, or to qualify for new positions. Such retraining will be provided by the Employer without cost and without loss of pay to the affected employee(s).

Section 3 In cases where employees are not trainable for available positions or where other positions with the Employer are not available, the employee shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under this section shall receive all the benefits which he/she has accrued during employment at the end of the recall period or at such earlier time as he/she may elect to terminate.

Section 4 A specified extension of the recall period, where recall is applied under the foregoing Section 3, may be mutually agreed by the employee and the Employer, subject to written approval by the Union.

Section 5 Severance Pay – Shall be paid to employees laid-off because of new procedures, consolidation, or suspension of business. Severance pay shall also be paid to employees upon retirement at the approved retirement age. The amount of severance pay shall be two (2) weeks at the Employee's current regular salary for each year of service to a maximum of thirteen (13) weeks. Employees with less than one (1) year's service will be entitled to one (1) week severance pay.

## **ARTICLE 18 – Grievance Procedure**

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Section 1 "Grievance" means any difference or dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement whether between the Employer and any employees bound by this Collective Agreement, or between the Employer and the Union.

Section 2 Grievance or complaints shall be settled in the following manner:

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

STEP 1: The employee involved shall first take up the grievance with the supervisor directly in charge of the work within ten (10) working days from the time the employee becomes aware of the circumstances giving rise to the grievance. The Employee may be accompanied by an Office Steward or in the Steward's absence, a Representative of the Union.

STEP 2: If the grievance is not satisfactorily settled at Step 1, the employee and Office Steward of Representative shall submit a grievance, in writing, to the Personnel Manager as designated by the Employer, within the next ten (10) working days.

STEP 3 (a): If a satisfactory settlement is not reached at Step 2, the grievance shall be referred within the next five (5) working days, to the Representative(s) of the Union and the Representative(s) of the Employers. Failing settlement within a further ten (10) working days of receipt of notice, the dispute shall be referred to arbitration, as set forth in Article 19.

STEP 3 (b): In the event a grievance is initiated by the Employer or the Union, the Party initiating the grievance shall notify the other Party, in writing, of the nature of the dispute, and such notice shall be given within ten (10) working days of the circumstances giving rise to the grievance unless the Parties agree to an extension of time. Failing settlement within ten (10) working days of receipt of notice, the dispute may be referred to Arbitration as set forth in Article 19.

Section 3 The time limits set forth in this Article may be extended by mutual agreement between the Union and the Employer.

Except where there is mutual agreement, a grievance not advanced to the next Step under Section 2 or Article 19, within the time limits specified, shall be considered abandoned and all further recourse to the grievance procedure forfeited.

## **ARTICLE 19 – Arbitration**

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Section 1 (a) Where any difference arises between the Parties as to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the matter is arbitrable or not, the matter may be referred by any Party to Arbitration within twenty (20) days of the decision at Step 3.

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

Section 2 The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Section 2, Step 3, or Article 18. The notice shall set out the question(s) in the opinion of the Party seeking arbitration, to be arbitrated.

Section 3 The Parties to the Dispute will thereupon meet within five (5) working days to decide upon the Arbitrator. Failing agreement upon a person willing to act, either Party may apply to the Collective Agreement Arbitration Bureau of the Province of British Columbia to appoint an Arbitrator.

Section 4 Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of the question(s) to be arbitrated if necessary, and make his Award, in writing, to each of the Parties and the Award shall be final and binding on the Parties. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

Section 5 Each Party shall pay their own costs and expenses of the arbitration and one-half (1/2) the remuneration and expenses of the Arbitrator.

**ARTICLE 20 – Duration**

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Section 1 This agreement shall be for the period from and including January 1, 2019, to and including December 31, 2022. Thereafter, the agreement shall continue in full force and effect from year to year, subject to the right of either party to serve notice to commence bargaining as provided for in the BC Labour Relations Code.

During the period when negotiations are being conducted between the parties for the renewal of this agreement, the present agreement shall continue in full force and effect until:

1. The Union commences a legal strike; or
2. The Employer commences a legal lockout
3. The parties enter into a new or further agreement.

During the continuation period provided for above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this agreement.

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

**SIGNED THIS** \_\_\_\_\_ **DAY OF** January, 2021.

FOR THE UNION  
UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518

FOR THE EMPLOYER  
COMMUNITY SAVINGS CREDIT  
UNION



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**Kim Novak, President**

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**Mike Schilling, President & CEO**

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