

COLLECTIVE AGREEMENT

between the

INTERIOR SAVINGS CREDIT UNION

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)
LOCAL 1707**

Effective from January 1, 2011 to December 31, 2013

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DEFINITIONS

For the purpose of clarification:

- (a) "*Bargaining Unit*" means all employees of Interior Savings Credit Union, except those excluded by the *Act* or pursuant to Clause 2.4 of this Agreement.
- (b) "*Demotion*" means a change from an employee's position to one with a lower maximum salary.
- (c) "*Employee*" means a member of the bargaining unit and includes:
 - (1) "*Full-time employee*" meaning an employee hired to work on a full-time basis in a regular continuing position.
 - (2) "*Part-time employee*" meaning an employee who is hired to work less than regular full-time in a regular continuing position, having hours less than full-time hours.

The Employer agrees that the number of part-time employees will be kept to a minimum so as to ensure that the need for full-time employees is not reduced.
 - (3) "*Casual employee*" meaning an employee hired to backfill regular full-time or regular part-time employee positions and/or to carry out temporary projects, incidental assignments, or to address workloads during peak periods of business.
- (d) "*Employer*" means Interior Savings Credit Union.
- (e) "*Lateral transfer*" or "*transfer*" refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
- (f) "*Layoff*" is a cessation of employment as a result of a reduction of the amount of regularly scheduled work required to be done by the Employer and where, should work become available, employees will be recalled in accordance with this Agreement.
- (g) "*Leave of absence with pay*" means to be absent from duty with permission and with pay.
- (h) "*Leave of absence without pay*" means to be absent from duty with permission but without pay.
- (i) "*Probationary period*" means:
 - (1) all employees shall be considered probationary for the 90 calendar days following date of hire;
 - (2) the probationary period may be extended by mutual agreement.
- (j) "*Promotion*" means a change from an employee's position to one with a higher maximum salary level.
- (k) "*Shift*" means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period.
- (l) "*Status*" means full-time, part-time or casual employee.
- (m) "*Union*" means the B.C. Government and Service Employees' Union.
- (n) "*Workday*" is a period of 24 consecutive hours commencing with the starting time of any shift.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain a harmonious relationship between the Employer, its employees and the Union, and to clearly define the hours of work, rates of pay and conditions of employment, and to provide an amicable method of settling grievances which may arise from time to time; and to promote mutual interest of the Employer and its employees.

(b) The parties hereto recognize that they are jointly engaged in providing a valuable service to the membership, and that there is an obligation on each party for the continuous and efficient performance of such service, within the terms and conditions of this Agreement, and for its duration.

1.2 Workplace Harassment

(a) The parties hereto subscribe to the principles of the *Human Rights Act* of British Columbia. Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate against a person(s) on the grounds of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

(b) The parties recognize the benefit to be derived from a work environment free from harassment where the conduct and/or language of all employees meet the acceptable social standard of the workplace. The parties agree to maintain such an environment.

(c) The personal rights of employees shall be respected by both parties and in recognition thereof the parties agree that all included and excluded employees have the right to work in an environment free from harassment. To this end the parties support and subscribe to the principles, philosophy, and accountabilities expressed and established in the Employer's Corporate "*Workplace Harassment*" policy as updated from time to time.

(d) The parties recognize that allegations of harassment may involve sensitive disclosures. Confidentiality is required so as to ensure that those who may have been harassed feel free to come forward, and to also ensure that the reputations of both the complainant and the respondent may be protected.

(e) A formal written complaint, where initiated, must be filed within six months of the alleged occurrence to the first excluded level of management not involved in the matter. Within five workdays of receipt of the complaint, the Employer's designate shall notify the local staff representative in writing that a complaint has been received and provide the names of the complainant and the respondent(s).

(f) Pending the determination of the complaint, the Employer may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence. The respondent shall have the right to receive a copy of the allegations and to be given a full opportunity to respond to them.

(g) The Employer shall conclude its investigation of the complaint within 10 workdays of receiving it. An extension for the investigation period may be requested of, and granted by, the local staff representative. The extension, if granted, shall not, in any event, be longer than 20 workdays from the date of receipt of the written complaint.

(h) Both the complainant and the respondent (if a member of the bargaining unit) shall be instructed of their right to have a steward present during all meetings convened during the course of the investigation. Each party shall have the right to be represented independently.

(i) The Employer's designate shall complete a written report within three workdays of the completion of the investigation. The complainant, the respondent, and the local staff representative shall be apprised of the recommendation(s) and/or action(s) to be taken.

(j) Where disciplinary action is pursued by the Employer it shall be subject to the provisions of Article 9 of this Agreement.

(k) Where the complainant or the respondent is not satisfied with the final disposition of the matter, the dissatisfied party may initiate a grievance at Step 3 of the procedure within five workdays of receipt of the Employer's recommendations.

- (l) Where a grievance has been initiated, the Employer agrees to fully disclose to the staff representative, all information gathered during the course of its investigation which may be relied upon in a hearing. The Union shall provide to the Employer the facts upon which it relies in advancing the grievance.
- (m) Where the complaint is determined to be frivolous, or vindictive, the Employer will take appropriate action, which may include discipline.
- (n) The foregoing provisions do not preclude an employee from filing a complaint pursuant to Section 8 of the *BC Human Rights Act*; however, an employee shall not be entitled to duplication of process.

1.3 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

ARTICLE 2 - UNION RECOGNITION & RIGHTS

2.1 Bargaining Unit Defined

- (a) This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the *Labour Relations Code* and as described in the certification issued May 19, 1992 and as varied on February 3, 1993, and July 5, 1996.
- (b) During the life of this Agreement where a dispute arises as to whether or not an individual is an employee within the bargaining unit, it shall first be discussed by the parties. In the event of failure to reach a satisfactory settlement it shall be dealt with pursuant to the relevant sections of the *Labour Relations Code*.

2.2 Bargaining Agent Recognition

- (a) The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees for whom the certification issued by the Industrial Relations Council on May 19, 1992 and as varied on February 3, 1993 and July 5, 1996 applies.
- (b) All employees hired into the bargaining unit shall as a condition of continued employment become members of the Union, and maintain such membership, upon completion of 30 days as an employee (subject to the provisions of Section 17 of the *Labour Relations Code*.)

2.3 Correspondence

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

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

Interior Savings Credit Union
300 – 678 Bernard Avenue
Kelowna, BC V1Y 6P3
Fax: (250) 869-8339
Attention: Manager HR Services

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

BCGEU
214 – 3001 Tutt Street
Kelowna, BC V1Y 2H4
Fax: (250) 763-9233

A copy will be forwarded to the Bargaining Unit Chairperson.

2.4 Bargaining Unit Work

Persons excluded from the bargaining unit shall not be assigned to do bargaining unit work that is normally and regularly performed by bargaining unit employees unless in instances of emergency, training or unforeseeable peak workload periods.

2.5 No Other Agreement

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

2.6 No Discrimination for Union Activity

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

2.7 Recognition & Rights of Union Representatives

- (a) Union stewards, selected by the Union, shall be recognized by the Employer as follows:
 - (1) *Branch Stewards*—one per branch from the following branches: Oliver, Osoyoos and Okanagan Falls up to a total maximum of three.
 - (2) *Alternate Branch Stewards*—Alternates shall function only in the absence of the branch steward.
 - (3) *Bargaining Unit Chairperson*—one.
 - (4) *Alternate Bargaining Unit Chairperson*—Alternate shall function only in the absence of the Bargaining Unit Chairperson.
- (b) Each party to this Collective Agreement shall keep the other party informed of its representatives.
- (c) Stewards may, within reason, investigate and process grievances during regular working hours without loss of pay. Stewards will obtain permission from the Employer's designated representative before leaving their immediate work area. Such permission will not be unreasonably withheld. On resuming normal duties, the steward shall notify his/her supervisor. It will not be the intention of the Union to conduct stewards' meetings during normal working hours.

2.8 Bulletin Boards

A bulletin board shall be supplied out of view of the public in each branch. The Union will be allowed to post notices approved by the branch steward on the bulletin board provided they are not of a derogatory nature to the Employer.

A union member shall have the right to wear a jewellery type and size pin displaying the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one small union shop card or decal to be displayed on the premises. Such card or decal will remain the property of the Union and shall be surrendered upon demand.

2.9 Strikes/Lockouts

The Employer shall not cause or direct any lockout of employees during the life of this Agreement; and neither the Union nor any representative thereof, nor any employee, shall in any way authorize, encourage or participate in any strike, walkout, suspension of work, or slow-down on the part of any employee or group of employees during the life of this Agreement.

2.10 Picket Lines

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

2.11 Time Off for Union Business

(a) As operational requirements permit, leave of absence without pay and without loss of seniority shall be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee and to carry on negotiations with the Employer;
- (4) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board;
- (5) to three employees who are elected to the Union Bargaining Committee while they are at formal meetings to carry on negotiations with the Employer. Overtime premiums will not be payable in relation to such leaves.

(b) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absences shall not be unreasonably withheld.

2.12 Bargaining Unit Information

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

ARTICLE 3 - CHECK-OFF OF UNION DUES

- (a) All employees shall, as a condition of employment, maintain membership in good standing in the Union.
- (b) All employees, both present and future, must authorize the Employer, in writing to deduct union dues and assessments from their wages monthly and to transmit the monies so collected to the Union together with a list of employees from whom such deductions have been made, and the amount so deducted from each employee. All amounts so deducted shall be certified by the Union to be in effect in accordance with the Union's bylaws.
- (c) Deductions shall be made biweekly or weekly, as applicable, and remitted to the Union no later than the 15th day of the subsequent month, together with the following information: Social Insurance Number, Employee Name, Classification, Gross Pay, Dues and Address.
- (d) The Employer shall provide to each employee, without charge, an accounting of deductions made under this article, suitable for use as a receipt for income tax purposes.

ARTICLE 4 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

The Employer shall acquaint all new employees of the fact that a collective agreement is in effect and introduce all new employees to the branch steward, so that the branch steward may present a copy of the Collective Agreement to the new employee. This introduction shall take place during the first five days of employment of all new employees. If this introduction takes place during working hours, it shall take no more than 15 minutes.

The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's obligations to the Employer and the Union.

ARTICLE 5 - MANAGEMENT RIGHTS

- (a) Management shall have the exclusive right to hire new employees. Management shall promote, transfer, layoff, recall and exercise its rights subject to the terms of this Collective Agreement. Management shall have the right to discharge and/or suspend employees for just cause in accordance with this Agreement.
- (b) The Union recognizes and agrees that it is the exclusive function of the Employer to manage its affairs, to manage its operations in all respects, to conduct its business efficiently, to fulfil its commitments and responsibilities, to maintain and enhance public reputation and confidence and to direct its employees to achieve the Employer's objectives.
- (c) Management retains all management rights that were hitherto exercised, except to the extent that they are limited by this Collective Agreement.
- (d) Nothing herein contained shall limit the statutory powers and duties of the Directors of the Employer under the *Financial Institutions Act*, *Credit Union Incorporation Act* and the *Companies Act*.
- (e) This article shall not be used in a discriminatory manner against any employee and the exercise of any rights under this article shall not be inconsistent with or contrary to any of the terms or provisions of this Agreement.

ARTICLE 6 - JOINT UNION MANAGEMENT COMMITTEE (JUMC)

6.1 Establishment of Committee

- (a) The parties agree to the establishment of a standing committee, called the Joint Union Management Committee (JUMC), the purpose of which is to encourage communication at regular intervals, solve problems, or potential problems before they become a grievance, and to discuss any subjects of mutual interest arising out of this Collective Agreement.
- (b) The Committee shall consist of three representatives from the bargaining unit appointed by the Union, and three representatives appointed by the Employer. Each party to this Agreement shall keep the other party informed of its representatives.
- (c) All agreements of this committee shall be set out in writing.
- (d) Without restricting the generality of the foregoing, the Committee shall review:
 - (1) Occupational Health and Safety as required by Clause 20.2(a);
 - (2) Planned changes in the operations of the Employer;

- (3) The creation of new job classifications;
- (4) Closing of the Branch or relocation of an existing branch whose employees are covered by the Collective Agreement;
- (5) On-the-job training and workload issues;
- (6) Compassionate transfer requests;
- (7) Leave requests pursuant to Clause 18.3(b);
- (8) Job descriptions;
- (9) Alcohol and drug abuse;
- (10) Review of the benefit package provisions;
- (11) Technological change pursuant to Clause 21.2;
- (12) The accommodation of handicapped, injured and/or ill workers where return to work may require accommodation on the part of the bargaining unit;
- (13) Changes to the Corporate Harassment Policy of December 8, 1998 and Clause 1.2;
- (14) Changes to the Corporate Policy Violence in the Workplace, HR9 dated December 8, 1998.

6.2 Meetings of Committee

The Joint Union Management Committee (JUMC) shall meet as required. Each party shall present an agenda of items to be discussed to the other party not less than five days prior to each meeting. Such meetings will normally be scheduled during regular working hours, and those persons designated by the Union shall not suffer loss of pay in the performance of his/her duties under this article. Time spent by this committee beyond the regular working hours shall not be reimbursed by the Employer. Minutes of joint committee meetings shall be taken by the Employer. Both parties shall make every effort to mutually agree upon and sign off minutes within a reasonable time period following the meeting.

Notwithstanding the importance of creating an agenda which allows both parties to adequately prepare for the meeting, both parties recognize the importance of flexibility and responsiveness to issues as they arise. Therefore, it is agreed that upon mutual consent, items may be added to the agenda at the beginning of the meeting.

6.3 Chairperson of Committee

Chairpersons for Joint Union Management Committee (JUMC) meetings will be designated on a rotating basis; that is, a union committee person will chair the first meeting and an employer committee person will chair the second meeting and so on.

6.4 Jurisdiction of Committee

Either party has the right to refer any matter or proposal discussed at the Joint Union Management Committee (JUMC) meeting to their respective Principals for further direction, advice or ratification. The Committee shall not alter, amend or vary this Collective Agreement, nor shall it have jurisdiction over wages, grievances or any other matter of collective bargaining or collective agreement administration.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:

- (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline, or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.

7.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated excluded supervisor. The aggrieved employee may have her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure.

7.3 Step 2 Presentation

- (a) An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 7.2 must do so by transmitting the grievance to the designated excluded supervisor no later than 30 calendar days after the date:
- (1) on which she was notified orally or in writing, of the action or circumstances giving rise to the grievance;
 - (2) on which she first became aware of the action or circumstances giving rise to the grievance.
- (b) The designated excluded supervisor shall:
- (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
 - (2) sign the grievance form indicating the date on which the grievance was received.

7.4 Time Limit to Reply at Step 2

The Employer's designate at Step 2 shall reply in writing to the Union within 14 calendar days of receiving the grievance at Step 2.

7.5 Step 3

The President of the Union, or designate, may present a grievance at Step 3 within 14 calendar days after the decision has been conveyed by the representative designated by the Employer to handle grievances at Step 2 or within 14 calendar days after the Employer's reply was due.

7.6 Step 3 Reply

- (a) Within 14 calendar days of receiving the grievance at Step 3 the Chief Executive Officer, or designate, and the union area staff representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The Chief Executive Officer, or designate, shall reply in writing to an employee's grievance within 21 calendar days of receiving the grievance at Step 3.

7.7 Notification to Arbitrate

Either of the parties may notify the other party, within 30 calendar days of the receipt of the reply at the third step, of its desire to submit the difference or allegation to arbitration. A submission of such a difference or allegation to arbitration shall be by facsimile and registered mail to the Employer.

7.8 Failure to Act

If the President of the Union, or designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

7.9 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by Xpresspost, facsimile transmission, courier or other mutually agreeable means.
- (b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were received by Canada Post, sent by facsimile transmission or accepted by a courier company, and received on the date they were delivered to the appropriate office of the Employer or the Union.

7.10 Union and Employer Grievance

- (a) The Employer may submit a grievance or complaint to the Union; similarly, the Union may submit a grievance or complaint to the Employer. A union grievance shall be signed by the Bargaining Unit Chairperson and/or the union representative. An employer grievance shall be signed by the Branch Manager, or designated representative, and submitted to the union area staff representative with a copy to the Bargaining Unit Chairperson.
- (b) A grievance under this section by the Union or the Employer shall be filed in writing at Step 3 of the grievance procedure in the manner prescribed in Clauses 7.5 and 7.6 within 40 calendar days from the date upon which the incident or circumstances giving rise to the grievance first arose or from the date of first knowledge of the circumstances giving rise to the grievance. If the matter has not been satisfactorily resolved it may be submitted to arbitration in accordance with Article 8 of this Agreement.

7.11 Dismissal or Suspension Grievances

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at Step 3 of the grievance procedure within 30 calendar days of the date on which the suspension occurred, or within 30 calendar days of the employee receiving notice of dismissal or notice of suspension. The parties agree that all dismissal grievances that are to proceed to arbitration will be dealt with expeditiously and arbitration will take place within six months of the occurrence, notwithstanding any of the provisions of Articles 7 and 8.

7.12 Deviation from Grievance Procedure

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

7.13 Technical Objections to Grievances

Pursuant to the relevant sections of the *Labour Relations Code* it is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

7.14 Amending Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

ARTICLE 8 - ARBITRATION

8.1 Notification

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that a term or condition of the Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 7, notify the other party within 30 days of the receipt of the reply at the third step, of its desire to:

- (a) submit the difference or allegations to arbitration;
- (b) make application under the appropriate section of the *Labour Relations Code* for a settlement officer. Where the appropriate section is used:
 - (1) the 30 day requirement to file the grievance at arbitration shall commence from the date of the hearing with the settlement officer;
 - (2) the parties will decide, prior to requesting a hearing with the settlement officer, whether the decision of the settlement officer shall be binding on the parties.

8.2 Board Procedure

- (a) Where, following notification to arbitrate, either party has requested that a hearing date be set, a mutually agreed upon arbitrator shall be appointed by the parties. If there is a failure to agree on the appointment, application will be made to the Director of the Collective Agreement Arbitration Bureau to make the necessary appointment pursuant to relevant legislation.
- (b) Upon agreed appointment of an arbitrator, the Arbitrator shall hear the parties, settle the terms of the question to the Arbitrator and render the award within 15 calendar days of the appointment or within such extended period as may be mutually agreed to by the parties to the dispute. The Arbitrator shall deliver the award in writing to each of the parties and this award shall be final and binding upon each of the parties and shall be carried out forthwith. An arbitration award under this section shall not be subject to further procedure under Article 8 of this Agreement.

8.3 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which she shall make every effort to do within seven days.

8.4 Costs

Each party shall pay their own costs and expenses of the arbitration and one-half the remuneration and disbursement or expenses of the Arbitrator.

ARTICLE 9 - DISCIPLINE, DISCHARGE AND SUSPENSION

9.1 Burden of Proof and Notice

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

- (a) It is hereby agreed that the Employer has the right to discharge or suspend an employee for just cause, and notice or pay in lieu of notice may be given in the event of such discharge at the Employer's discretion. Notice of suspension and/or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal.
- (b) All dismissals and suspensions will be subject to the formal grievance procedure under Article 7. A copy of the written notice of dismissal or suspension shall be forwarded to the local union office within five calendar days of the action being taken.

(c) A rejection on probation shall not be considered a dismissal for the purpose of (a) above. The discharge of a probationary employee shall be based on suitability. The test for just cause for rejection during the probationary period shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided the factors involved in suitability could reasonably be expected to affect work performance.

(d) An employee's probationary period may be extended by mutual agreement between the employee, the Employer and the union staff representative.

(e) The union staff representative shall be copied on all disciplinary documentation placed in an employee's file.

9.2 Right to Grieve Other Action

(a) Other action grievable by the employee shall include written censures, letters of reprimand and adverse reports or employee appraisals.

(b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. The Employer agrees not to introduce as evidence in any arbitration hearing any such document which was not given to the employee at the time it was placed on his/her file.

(c) Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

(d) Upon the employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.

9.3 Right to Have a Steward Present

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

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

9.4 Reinstatement

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

9.5 Personnel File

An employee, or the President of the Union or his/her designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s) in the office in which the file is normally kept. The employee or the President of the Union or his/her designate, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

9.6 Employee Appraisal Forms

- (a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read, review and ask questions about the appraisal. Upon request, the employee will be given three workdays to read and review the appraisal.
- (b) The appraisal form shall provide for the employee's signature in two places, one indicating that the employee had read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. No employee may initiate a grievance regarding the contents of an appraisal unless the employee has signed in the place indicating disagreement with the appraisal.
- (c) An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.
- (d) An employee shall receive a copy of her appraisal upon request.
- (e) Prior to implementation of any new performance appraisal system or format, the Employer will notify the Joint Union Management Committee (JUMC) and explain the system and criteria for evaluation.

9.7 Abandonment of Position

An employee who fails to report for duty for three consecutive workdays without informing the Employer of the reason for their absence will be presumed to have abandoned her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

ARTICLE 10 - SENIORITY

10.1 Seniority Defined

Seniority for full-time and part-time employees shall mean length of continuous service with the Employer and its predecessors.

10.2 Maintenance of Seniority

- (a) An employee on any authorized leave under the Collective Agreement, including annual vacation, will maintain his/her seniority date.
- (b) An employee laid off and placed on the recall list under Clause 12.6, will retain his/her seniority during the period of layoff.
- (c) An employee accepting a promotion within Interior Savings Credit Union in a management function outside the bargaining unit shall retain his/her seniority date for a period of six (6) months. An employee so promoted may return to a position in the bargaining unit commensurate with their seniority and qualifications providing that it is done in the six (6) month period.
- (d) Notwithstanding Clause 10.2(c) above, where the six (6) month training period of the employee so promoted is interrupted by an approved leave of absence from the workplace, the period for retention of seniority and return to a position in the bargaining unit commensurate with his/her qualifications may be extended by mutual agreement of the parties. Such agreement shall not be unreasonably withheld.
- (e) An employee accepting a promotion to a management position excluded from the bargaining unit shall not continue performing bargaining unit duties except in situations and circumstances described in Clause 2.4.

10.3 Loss of Seniority

An employee shall lose seniority and all other rights under this Agreement, and shall cease to be a member of the bargaining unit when the employee:

- (a) receives severance pay in accordance with this Agreement;
- (b) subject to Clause 10.4, voluntarily terminates his/her employment;
- (c) is discharged for just and reasonable cause;
- (d) is on layoff in excess of their contractual right as established in Clause 12.6;
- (e) he/she is promoted into an excluded position with the Employer and successfully completes his/her probationary period;
- (f) abandons her position pursuant to Clause 9.7.

10.4 Re-Employment

Where an employee resigns her position and where the Employer agrees to rehire her within 90 days of her resignation date, she shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits.

10.5 Status Change

When an employee's status changes he/she shall retain his/her seniority.

10.6 Seniority Lists

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

10.7 Determination of Senior Employee

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

10.8 Seniority Upon Transferring into the Bargaining Unit

Any person employed by Interior Savings Credit Union who is promoted or transferred into the bargaining unit as per Article 11 to a position covered by this Agreement shall be credited with service from his/her most recent date of hire with the Employer. Seniority shall also date from his/her most recent date of hire with the Employer.

10.9 Bridging of Service (Care and Nurturing Leave)

If a regular employee terminates as a result of a decision to care for a dependent parent, spouse and or child, and where the Employer agrees to rehire the employee in either a regular full-time or regular part-time position, effective the date of re-employment the employee shall be credited with length of service accumulated at the time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

- (a) the employee must have been a full or part-time employee with at least five years of full-time service seniority, or with five years of accumulated part-time service, at the time of termination;
- (b) at the time of resignation the employee must indicate the reason for termination;
- (c) the break in service under this clause shall be for no longer than one year and during that time the employee must not have engaged in remunerative employment;

(d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

Former employees who meet the conditions outlined above can apply for internal postings when applying for re-employment. Candidates entering the competition process under this clause have no rights under the Collective Agreement until a formal written offer of employment has been made, except that previous seniority shall be used to determine the successful candidate of those who attain the competition bar.

ARTICLE 11 - JOB POSTINGS

11.1 Pre-posting Procedures

Regular vacancies of 60 calendar days or greater and new regular positions which the Employer decides to fill shall, subject to Clause 26.7, be open to all members of the bargaining unit. Prior to posting the vacancy, the following procedures shall occur:

- (a) Subject to the provisions of Clause 12.6(d), (e) and (f), the vacancy shall be filled by an employee awaiting recall.
- (b) Where the position is not filled pursuant to the recall provision, the Employer will post for a period of three workdays in all branches or offices for the purposes of a lateral transfer opportunity. Employees who are absent for a period not exceeding 60 calendar days by reason of authorized leave of absence or vacation may submit a letter of interest in lateral transfer opportunities prior to such an absence and they will be considered as if they had been filed during the time referred to above. If the absent employee is successful in her lateral transfer bid, the position may be filled on a temporary basis until her return. Bids submitted under this provision shall only apply for 60 calendar days or until the employee returns, whichever is less.
- (c) Lateral transfer opportunities shall be awarded in seniority order. For the purposes of this article, "*lateral transfer*" means movement of a regular full-time or regular part-time employee from one identical position to another (eg. teller position to teller position), regardless of whether the position is regular full-time or regular part-time. The parties agree that where the lateral transfer opportunity is temporary in nature, such an employee shall remain in the temporary vacancy for its duration unless a regular vacancy above the employee's classification is posted during the term of the temporary lateral transfer appointment. Where such an employee accepts the opportunity for transfer, it shall be her position that is declared vacant and that vacancy is not subject to a lateral transfer opportunity. Thereafter, the resulting vacancy shall be subject to the posting provisions set out below.
- (d) Notwithstanding (c) above, the parties agree that the number of lateral transfers permitted for a Teller vacancy shall be unrestricted.

11.2 Job Postings

- (a) All new positions, full-time job vacancies, scheduled part-time vacancies and temporary vacancies of 60 calendar days or more, which result from maternity leave, approved leave of absence or illness, which the Employer decides to fill, shall be posted for a period of five workdays in all branches or offices within the bargaining unit. All jobs posted will be filled as soon as reasonably possible after the closing date.
- (b) An employee may bid on vacant positions which may involve a promotion, lateral transfer or lower classification.
- (c) A copy of all job postings shall be sent or transmitted by facsimile to the local BCGEU office.
- (d) Where the Employer intends to fill a vacancy, the Employer shall post it at least 30 days before the date on which it is to be filled, where practical. The Employer shall announce the decision on a posted position within two weeks of the date the posting closes, where practical.

11.3 Job Applications

- (a) All applications for the posted positions must be filed with the Employer, by the end of the fifth working day after posting, on forms supplied by the Employer.
- (b) Employees who are absent for a period not exceeding 60 calendar days by reason of authorized leaves of absence or vacation may file an application prior to such absence and their application will be considered as if it had been filed during the time referred to above. Such absent employees are also entitled to apply for posted positions at the time positions are posted. If the absent employee is successful in his/her job bid, the vacancy may be filled on a temporary basis until his/her return. Bids submitted under this provision shall only apply for 60 calendar days or until the employee returns, whichever is lesser.

11.4 Appointments

- (a) The parties recognize that job promotion should increase in proportion to the employee's length of service. The matters to be considered in determining the qualifications shall, having regard to the nature of the duties to be performed, be the job knowledge of the candidate, the relevant training successfully completed and past work experience, including behavioural and technical competencies. Employees scoring 70% in a job competition will be considered to have met the minimum qualifications for the position. Positions will be offered on the basis of seniority to candidates meeting the minimum qualifications as noted above. An employee scoring 70% or greater in job competitions who is not declared to be the successful candidate will be permitted to carry this score forward to future competitions for identical positions for a period of six months.
- (b) Where the senior applicant is not selected he/she shall, upon request, be given written reasons for such decision within 10 workdays.
- (c) Where a grievance arises in relation to a job posting award, it shall proceed pursuant to the provisions of Article 7.
- (d) Unsuccessful candidates may schedule a meeting within five workdays of the date of notification to review their interview results with the Department of Human Resources. The meeting shall be during working hours and shall be convened as soon as possible after the request is received. The results shall include copies of test scores and other measurements used to determine the candidate's score.
- (e) Where a grievance is filed pursuant to Article 7, during the Step 2 reply, the Employer shall provide the Union with copies of all interview materials, notes and reconciliation forms utilized or produced during the panel process for the grievor.

11.5 Filling of Vacancies

The Employer may hire a new employee from outside the bargaining unit to fill vacant positions provided that either no internal applications have been received by the closing date or bargaining unit applicants are not qualified to fill the vacancy.

11.6 Transfers

- (a) No employee shall be forced to move or to transfer to a different or new branch or office of the Employer, except in the following circumstances:
 - (1) where the function of the Employer changes to a different address, or
 - (2) for purposes of training for a maximum period of 60 workdays, unless extended by agreement through the Joint Union-Management Committee (JUMC).

In such circumstances, the employee will be advised by the Employer, in writing, of the start and stop date of the training. Employees affected by such temporary transfers will be given five workdays' notice. An employee can agree to waive the notice period if she so wishes.

Otherwise, all such moves shall be voluntary.

(b) Lateral transfers or voluntary demotions may be granted without posting for compassionate or medical grounds to employees who have completed their probationary period. In such cases, the Joint Union Management Committee (JUMC) established in Article 6 shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

11.7 Trial Period

(a) All non-probationary employees who secure a position through the operation of this article shall have a trial period of 60 days actually worked with the exception of FSR2, Account Manager 1, Account Manager 2 and Account Manager 3, who shall have a trial period not to exceed 122 days actually worked. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job, she shall be returned to her former position and wage or salary rate, without loss of seniority. Any other employee affected by the rearrangement of positions shall be returned to her former position and wage or salary rate, without loss of seniority.

(b) Notwithstanding (a) above, a non-probationary employee moving from one identical position to another (e.g. Teller to Teller) will have the trial period waived, except those employees that fall under LOU #11.

11.8 Position Prerequisites

In order to facilitate career development, the Employer will create an Education and Learning Plan for each position, including a list of study tools available for employees interested in pursuing workplace opportunities. This list shall be provided to all union stewards for posting on all union bulletin boards. Should the list be amended, the Employer will advise the union stewards of any changes to the Education and Learning Plan and the location of such plan on the Employer's intranet site.

11.9 Training

(a) It is recognized that it is in the best interest of the Employer, the employees and the Credit Union membership that:

(1) a skilled workforce is maintained through timely and adequate training that is necessary to perform current responsibilities.

(2) developmental opportunities are made available in requisite skills, knowledge and experience areas which are not needed in an employee's present position but needed in potential future responsibilities.

(b) Such training may be in the form of in-service training, courses, seminars, demonstrations, conferences, refresher courses or on-the-job instruction as appropriate. Leave required for such training shall be without loss of pay. Every effort shall be made to provide adequate relief from normal duties so that training can proceed on an uninterrupted basis.

(c) When new equipment or systems are introduced, the Employer shall arrange any orientation training considered necessary.

(d) Career Development Studies

(1) When an employee completes a job-related course on her own time as approved in advance by the Employer, the Employer will reimburse 100% of the cost of this course to the employee. This reimbursement will be made as follows:

(i) 50% upon registration;

(ii) 50% upon successful completion of the course.

(2) Except for position specific core courses, where an employee resigns or retires within one year of completing the course for which he/she receive reimbursement under this clause, he/she shall repay the entire amount to the Employer through payroll deduction or otherwise.

(3) When a regular employee completes a career development course on her own time as approved in advance by the Employer, and where such course is found within the CUIC, CFP and/or Mutual Life designation programs, the employee shall be entitled to:

(i) one paid study day to be taken within three weeks of the written examination, such day to be scheduled with the employee's manager according to operational needs; and

(ii) provided the examination is written during the employee's normal working hours, adequate travel time, plus time for the examination period, without pay. Upon passing the examination, the employee shall be reimbursed for the hours lost wages.

(4) When a casual employee completes a career development course on her own time as approved in advance by the Employer, and where such course is found within the CUIC, CFP and/or Mutual Funds designation programs, the employee shall be entitled to:

(i) provided the examination is written during normal working hours, the employee will be permitted to declare him/herself unavailable for work on the examination day. Such declaration will not be considered a decline for the purposes of Clause 26.4(b).

(e) **Position-Specific Core Courses:**

(1) When the Employer requests an employee to attend a credit union related course or courses required for the employee's current position, the Employer will pay 100% of the cost upon registration.

(2) Time spent attending a course the Employer has requested an employee to take shall be considered as time worked and shall be paid at the employee's normal daily rate of pay.

(3) Personal time spent studying a course which is a requirement of a position shall be without pay. In this instance, "*study time*" shall not include time spent writing an examination attached to any course.

(4) Where the Employer requests an employee to attend a credit union related course or courses, and where the course is found within the CUIC, CPF and/or Mutual Funds designation programs, the employee shall be entitled to:

(i) two paid study days. A "*Study Day*" shall be defined as the number of hours the employee is normally scheduled to work to be taken within three weeks of the written examination, such day to be scheduled with the employee's manager according to operational needs; and

(ii) provided the examination is written during the employee's normal working hours, adequate travel time, plus time for the examination period, with pay.

(5) Where the Employer request an employee to travel out of town to attend a course, all travel, meals and accommodation expenses shall be paid by the Employer, in accordance with provisions of Clauses 23.6 and 23.7. The Employer may direct the method of travel and the cost of such travel will be reimbursed by the Employer. The employee may elect to receive an advance equal to the estimated costs of the travel, meals and accommodation.

(6) All hours spent writing the examination on such course or courses, and such time shall be considered as time worked and paid at the employee's straight-time rate.

11.10 Notice of Resignation

With the exception of FSR 2 and higher where one month's notice of intention to terminate would be expected, employees are expected to provide the Employer with two weeks' notice of intention to terminate in order to provide adequate time to obtain a replacement.

ARTICLE 12 - LAYOFF AND RECALL

12.1 Role of Seniority in Layoff

- (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of layoff, employees shall be laid off by job classification in reverse order of service seniority.
- (b) It is mutually agreed by the parties that, where operational changes or expansion in the Employer's enterprises result in a new area of operation, and where the Union has achieved certification under the *Labour Code*, the parties shall meet to determine whether a new seniority block has been created or whether an extension to an existing seniority block has occurred. If this issue and its affect on the application of other provisions in this Agreement cannot be mutually agreed upon, then the matters may proceed to arbitration pursuant to Article 8.
- (c) In the event of reduction resulting from any labour adjustment or downsizing initiative, the Employer together with the Union will canvass all employees who occupy the same job classification as that being impacted by redundancy to see the degree to which necessary reduction and labour adjustment generally can be accomplished on a voluntary basis. In the case of voluntary options, where more employees are interested in an available option than are needed for the necessary reductions, the options will be offered to qualified employees on the basis of seniority. Unless otherwise agreed to, this process is to be within 60 days of the notification.
- (d) Failing voluntary resolution, positions to be reduced will be identified by the Employer in accordance with this article.

12.2 Notice of Layoff

Full-time employees and part-time employees who work 20 or more hours per week shall be given two weeks' notice of layoff or two weeks' salary in lieu of notice.

12.3 Retraining and Familiarization

- (a) In instances where the person to be laid off has five or more years of service, but does not possess the qualifications to displace another less senior employee in the same salary range or lower, within her seniority block, then a 60 workday period of familiarization/training shall be allowed in order for that person to demonstrate the ability to perform a job.
- (b) An employee who fails to demonstrate the ability to do the job within the familiarization period may then select from the options contained in Clause 12.4(a), with the exception of those options contained in Clauses 12.4(a)(2) and 12.4(a)(3).

12.4 Layoff Procedure

So as to minimize the disruption on the bargaining unit and the Employer's operations and prior to laying off any employee, the parties agree to provide the following options to affected full-time and part-time employees. Where options contained in (a)(4) or (a)(5) below are not the preference of the affected employee then all other options set out below shall be available to the employee in sequential order.

- (a) An employee affected by layoff who has five or more years of service shall choose:

- (1) to fill a vacancy, at the same salary level, within her seniority block, for which she is qualified; or
 - (2) to displace a less senior employee within her seniority block providing she is qualified to perform the job functions; or
 - (3) retraining pursuant to Clause 12.3; or
 - (4) to be placed on the recall list pursuant to Clause 12.6; or
 - (5) to claim severance pay pursuant to Clause 12.7.
- (b) A full-time or part-time employee affected by layoff who has less than five years of service may select from the options contained in Clauses 12.4(a)(1), 12.4(a)(2), 12.4(a)(4), and 12.4(a)(5).
- (c) Part-time employees will not be allowed to exercise their seniority to displace a full-time employee or to claim a full-time vacancy. Part-time employees may exercise their displacement rights in relation to part-time work or casual work. Full-time employees may exercise their seniority to displace employees or claim available work for which they are qualified that is full-time, part-time or casual work.
- (d) The employee may request the assistance of a steward at any time during this procedure.
- (e) The employee must convey her intent to the Human Resources Manager within five workdays.
- (f) Where applicable, the Human Resources Manager will review the displacement option selected in conjunction with the manager of the proposed branch into which the employee chooses to displace. The Human Resources Manager and/or Branch Manager will respond to an employee's displacement option within three workdays. Approval will not be unreasonably withheld.
- (g) In accordance with Clause 12.4(c) and for the purposes of Clause 12.4(a)(2), the employee to be displaced will be the least senior employee, in a lower classification for which the laid off employee is qualified.
- (h) This procedure must be completed within two weeks.

12.5 Seniority Retention and Salary Assignment

- (a) An employee who exercises her displacement rights to a position at the same job classification will retain her current salary and service time.
- (b) Where an employee displaces into a position at a lower job classification the employee's salary shall be adjusted to the applicable rate in Appendix A for the job.

12.6 Recall Rights

- (a) An employee with less than one year of service who is laid off due to lack of work or redundancy may opt to be placed on a recall list for a period of six months.
- (b) An employee with greater than one year of service who is laid off due to lack of work or redundancy may opt to be placed on a recall list for a period of one year.
- (c) An employee with greater than five years of service who is laid off due to lack of work or redundancy may opt to be placed on a recall list for a period of 18 months.
- (d) Within a seniority block, employees on the recall list shall, in seniority order, be recalled to available work at their former status or a lesser status, in their former classification or a lower classification for which they are qualified.

(e) For the purposes of this clause, "*status*" refers to an employee's pre-layoff designation as a full-time or part-time employee. Where an employee on recall is contacted and declines an offer of work at her former status and classification level, within her former seniority block, she will be deemed to have resigned except where her inability to report for work is due to one of the circumstances described in Clause 26.4(d). An employee deemed to have resigned pursuant to this clause shall be considered to have elected the provisions of Clause 12.6(i), and will receive her severance pay.

(f) Notice of recall to an employee on the recall list shall be by telephone and, where no telephone contact is established, by Xpresspost or courier to the employee's last known address. An employee on the recall list may be bypassed when the employee fails to respond to the notice within three calendar days of receiving it. A copy of the recall notice shall be provided to the area staff representative.

(g) An employee bypassed under the foregoing conditions shall be kept on the recall list for her remaining recall period.

(h) A laid-off employee shall have the right to elect unscheduled work assignments pursuant to Clause 12.8, in order of seniority and subject to being qualified to perform the work which is available. Where a laid-off employee elects such work, upon completion of such assignments, the notice requirements of Clause 12.2 shall not apply, however the employee shall re-establish her right to a further period of recall consistent with the provisions of Clauses 12.6(a), (b) or (c), as applicable, and remains eligible for further offers of work pursuant to Clause 12.6(d).

(i) An employee laid off who chooses to be placed on the recall list may elect to terminate during the recall period and be paid her severance pay entitlement. Upon expiration of recall rights, an employee shall be paid her severance pay entitlement.

12.7 Severance Pay

(a) Severance pay shall be paid to full-time employees and part-time employees who are working a regular schedule and are laid off. The amount of severance pay shall be one week at the employee's current salary for each year of service to a maximum of 16 weeks. The employee's years of service, not seniority, shall determine the employee's entitlement under the terms of this clause.

(b) While an employee is on layoff status, her seniority date is maintained pursuant to the provisions of Clauses 10.1 and 10.2(b). If she elects, during the recall period, to terminate, then for the purpose of calculating severance pay, the date of layoff will define the rate of pay.

In the case of an employee who is laid off for more than 90 calendar days, and if, during the recall period, the employee exercises her seniority to select unscheduled work, pursuant to Clause 12.6(h), she shall re-establish her rights to a further recall period, however, for the purpose of calculating severance pay, the date of layoff will define the rate of pay.

In such cases, if the employee is recalled to work other than such unscheduled work, then, for purposes of future severance pay, the initial layoff will have no bearing upon the calculation of such future entitlement.

(c) Where employees opt for and receive severance pay in accordance with this article they shall lose all seniority and cease to be an employee.

ARTICLE 13 - HOURS OF WORK

13.1 Standard Hours of Work

The standard day shift shall not exceed eight hours per day between the hours of 8:00 a.m. and 9:00 p.m.. The standard workweek shall consist of 35½ hours. The standard day shift and standard workweek is not intended to be a guarantee of work.

13.2 Work Schedules

- (a) It is agreed that the determination of the starting time of the daily and weekly work schedules shall be made by the Employer, and such schedules may be changed by the Employer from time to time to suit varying conditions of business. In the event of any permanent changes in starting and quitting times of shifts, the Employer agrees to give at least 15 working days notice of any change to the Joint Union Management Committee (JUMC).
- (b) Employees shall not be required to work six consecutive days. The Employer shall, for all regular full-time and regular part-time employees, schedule two consecutive days off.

13.3 Meal Period

- (a) Employees will be given a one hour meal break during the period between 11:00 a.m. and 2:00 p.m. of each regular working day of more than six hours except where otherwise agreed by the supervisor and the employee. Precise times to be arranged between the Employer and the employees.
- (b) To enhance member (customer) service and with the approval of the Employer, the meal period may be reduced to one-half hour with the balance to be credited as earned time off at straight-time rates.

13.4 Rest Periods

Two relief periods per day of 15 minutes each, one in the morning and one in the afternoon, shall be provided without loss of pay. Part-time employees will be entitled to the following: two to five hours worked, one 20 minute rest period. In excess of five hours worked, two 15 minute rest periods shall be provided.

Notwithstanding the foregoing, the Friday afternoon relief period shall be 20 minutes for branch employees.

13.5 Split Shift

No employee shall be scheduled to work a split shift.

ARTICLE 14 - OVERTIME

14.1 Authorization of Overtime

All overtime work must be authorized by the employee's immediate manager.

14.2 Definitions

- (a) "*Overtime*" - means work performed by a full-time employee in excess or outside of his/her regularly scheduled hours of work.
- (b) "*Straight-time rate*" - means the hourly rate of remuneration.
- (c) "*Time and one-half*" - means one and one-half times the straight-time rate.
- (d) "*Double-time*" - means twice the straight-time rate.

14.3 Overtime Compensation

- (a) All time worked in excess of the standard day shift shall be paid for at time and one-half the employee's straight-time hourly rate for the first two hours and two times the straight-time hourly rate thereafter.
- (b) Time worked by an employee on the employee's scheduled day off shall be paid at time and one-half times the employee's straight-time hourly rate for the first two hours and double-time thereafter.
- (c) Time worked on a Sunday shall be paid at double-time for all hours worked.

(d) Time worked on a holiday provided for in Article 15, or a day in lieu of such holiday shall be paid for at two times the employee's straight-time rate plus one day's regular wages.

14.4 Overtime Meal Allowance

An employee who works overtime beyond a regular shift shall be allowed a suitable, wholesome hot meal supplied for by the Employer or a meal allowance of seven dollars at the employee's option and one hour paid meal period in which to eat the meal at his/her straight-time hourly rate of pay, provided overtime is in excess of two hours work. The meal period may be taken before, during, or after the overtime work, as may be mutually agreed.

14.5 Right to Refuse Overtime

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

14.6 Callout Provisions

An employee called back to work after having completed a regular day's work, or from a regular day off, or from vacation, shall be paid at the applicable overtime premium specified in this article for a minimum of three hours or for actual time worked, whichever is greater. Travel time to and from the employee's residence will be considered as time worked.

14.7 Pyramiding

There shall be no pyramiding or compounding of premiums.

14.8 Time Off in Lieu of Overtime

Overtime shall be compensated in cash.

14.9 Overtime for Part-Time Employees

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than his/her regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than his/her regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

ARTICLE 15 - PAID HOLIDAYS

15.1 Paid Holidays

(a) The Employer agrees to provide all full-time and part-time employees scheduled to work 80 or more hours per month on a regular basis with the following statutory holidays, without loss of regular pay:

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

and any other day that may be stated a legal holiday by the federal, provincial and/or civic governments. In addition to the statutory holidays set out above, all employees who have completed one year of service shall be granted one additional paid holiday each year to be scheduled subject to operational requirements.

(b) Should the Credit Union close branches early in recognition of Christmas Eve and/or New Year's Eve in alignment with the operating hours for other business units, regular full-time and part-time employee will be paid as though they had worked their normal shift for the day.

15.2 Holidays Falling on a Day of Rest

(a) Should one of the statutory holidays fall on an employee's normal day(s) off, the employee shall receive an additional day(s) off, with pay, to be taken adjacent to the employee's normal days off or at a time mutually agreed between the employee and the Employer, but not longer than 90 calendar days following the date the holiday occurred.

(b) When a statutory holiday falls on a Monday, and employee(s) are not scheduled to work on that Monday, the employee(s) shall not be required to work on the preceding Saturday in lieu of the statutory holiday which falls on that Monday. Where the Employer plans a change in hours of operation which may impact upon this provision it shall refer the matter to the Joint Union Management Committee (JUMC) for a mutual determination on how the change will be implemented.

15.3 Holiday Coinciding With a Day of Vacation

In the event any of the holidays in Clause 15.1 occur during the period of an employee's vacation, an additional full day's vacation with pay shall be allowed for each holiday so occurring to be taken adjacent to the employee's vacation or at a time mutually agreed between the employee and the Employer subject to operational requirements, but not longer than 90 calendar days following the date the holiday occurred.

15.4 Conversion of Hours

(a) "*Lieu days*" - Where an employee is granted a lieu day pursuant to Article 15, the time off granted will be eight hours per lieu day for a full-time employee and prorated for a part-time employee.

(b) "*Designated paid holidays*" - Where an employee is granted a designated paid holiday pursuant to Article 15, the time off granted will be eight hours per designated paid holiday for a full-time employee and prorated for a part-time employee.

ARTICLE 16 - VACATION

16.1 Definition of Terms

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

16.2 Vacation Schedule for First Incomplete Year

Each employee shall receive during the first incomplete year (first calendar year) of service one and one-quarter of a working day's credit for each month worked prior to December 31 with the right to take days in one week blocks as they are accumulated.

16.3 Annual Vacation Entitlement

All full-time employees shall be entitled to an annual vacation as set out below:

(a) Each employee in his/her second, third and fourth complete calendar years of service shall receive three weeks' paid vacation. Pay for such vacation shall be at the employee's current salary or six percent of gross earnings for the period in which vacation was earned, whichever is greater.

- (b) Each employee in his/her fifth to ninth complete calendar years of service shall receive four weeks' paid vacation. Pay for such vacation shall be at the employee's current salary or eight percent of gross earnings for the period in which vacation was earned, whichever is greater.
- (c) Each employee in and after his/her tenth complete calendar years of service shall receive five weeks' paid vacation. Pay for such vacation shall be at the employee's current salary or 10% of gross earnings for the period in which vacation was earned, whichever is greater.
- (d) Each employee in and after his/her twentieth complete calendar years of service shall receive six weeks' paid vacation. Pay for such vacation shall be at the employee's current salary or 12% of gross earnings for the period in which vacation was earned, whichever is greater.
- (e)
 - (1) During the 15th calendar year of service, and each five year multiple thereafter, an employee is granted a cash bonus equivalent to one week's pay, plus an additional one week vacation bonus. The cash bonus will be paid out in January of the year it is earned. The bonus vacation days must be taken during the following 24 month period.
 - (2) Part-time and casual employees receiving vacation pay in lieu of paid vacation will receive an additional two percent pay in year 15 and each five year multiple thereafter, representing the vacation bonus. They will also receive one week's pay, such week to be calculated on the average number of hours worked per week in the previous 12 months.
 - (3) This vacation bonus applies to service years at Interior Savings (or its predecessors) only and is calculated from the last date of hire.
 - (4) The employee's years of service, not seniority, shall determine the employee's entitlement under the terms of this article.

16.4 Part-Time Employee Vacation Entitlement

- (a) A part-time employee and an employee working on an approved job share basis, shall receive the same number of calendar weeks of vacation as a full-time employee in the same calendar year of service.
- (b) Vacation pay shall be at the appropriate percentage of gross earnings indicated above.

16.5 Vacation Scheduling

Other than in the first incomplete calendar year, as of January 1, each employee shall have one full calendar year's entitlement available to him/her to take any time within that calendar year. Employees who wish to take their vacation in two periods instead of one unbroken period may do so subject to the following:

- (a) The periods are a minimum of one full week or multiples of a full week. For the purposes of this clause, a week is considered to be the normal business week in operation at the branch or office. No more than one week of vacation can be taken as individual days.
- (b) Employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only one vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one vacation period. Subsequently, those employees who have chosen to take their vacations in two separate periods shall select the second period in order of seniority.
- (c) The Employer will post a vacation schedule by October 15 of each year and the employees shall select all their vacation periods by December 15. All vacations so selected by this time shall be confirmed by December 31. It is agreed that bargaining unit vacation requests shall not be denied or displaced by requests from excluded staff members. This clause shall not be so construed to imply that vacation not selected by December 15 is to be disallowed, however, such time shall be scheduled subject to operational requirements.

(d) All employees with scheduled vacation leave pursuant to Clause 16.5 may, throughout the calendar year, seek to modify one block of five vacation days, on a day-for-day basis, to accommodate unanticipated leave requirements that may arise in advance of the scheduled vacation. It is understood that such requests will not normally accommodate leave requests during the prime time vacation period or be approved to provide additional leave contiguous with a block of vacation already approved for the individual making the request. Requests for such modification will be submitted pursuant to the provisions of Clause 18.5 and reviewed and approved/denied accordingly.

(e) An additional 20% vacation time will be granted if an employee elects to take her vacation period during the period beginning at the start of the first full week of October to and including the end of the second full week of December or during the period beginning at the start of the second full week of January to and including the end of the first full week of February. Such vacation must be scheduled in no less than one week blocks. Winter vacation bonus must be taken at the time of vacation.

16.6 Vacation Pay

When a scheduled payday occurs within an employee's vacation period, the employee may request advance payment of his/her salary. Such advances shall be made on the last workday prior to the start of the vacation period.

16.7 Displaced Vacation

When during any period of vacation, an employee qualified for a leave of absence without loss of regular salary, as provided for in the present Collective Agreement, or becomes seriously ill and requires hospitalization, or is under a doctor's care, the period of vacation so displaced shall be rescheduled to a date agreed to by the employee and the Employer.

16.8 Termination

(a) An employee terminating his/her employment shall receive his/her vacation entitlement less any actual vacation time taken, other than in the case of retirement in accordance with the provisions of Clause 23.7.

(b) Where the employee has taken more vacation time than his/her actual entitlement to date of resignation, the Employer may recover the amount overpaid from the employee's final paycheque.

16.9 Vacation Carryover

(a) Employees with more than 10 working days' vacation shall be permitted to bank five of the excess days and take them in the following year. Employees making use of this provision may do so except when it interferes with the scheduling of other employees' regular vacation. The arranging and taking of the above-mentioned excess days in the following year shall be done by mutual consent.

(b) A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall be not be considered vacation carryover, nor as a seniority choice for the subsequent vacation year.

16.10 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's dependant or, where there is not dependant, to the employee's estate.

ARTICLE 17 - ILLNESS AND INJURY

17.1 Sick Leave Entitlement

(a) All full-time employees and those part-time employees eligible for benefits under Clause 22.1(d) shall earn sick leave credits at the rate of .83 days per month. Sick leave entitlement shall be prorated for part-time employees.

(b) At the commencement of each calendar year, those entitled to sick leave under (a) above shall be credited with 10 days sick leave entitlement, prorated for part-time employees. If, on the day of any resignation or termination, an employee has exceeded his or her earned sick leave credits, the Employer shall be entitled to recover any overpayment from the employee by means including deduction from the monies owed to the employee.

(c) Sick leave shall not accumulate from year to year.

(d) In instances where an employee does not have sufficient sick leave to cover the 14 calendar day elimination period prior to moving onto short-term disability, the Employer will ensure that there is no disruption in the employee's pay during the 14 calendar day period.

(e) Employees absent from the workplace on short-term, long-term or WCB disability benefits will cease to earn sick leave credits during the absence.

17.2 Illness of a Child

In the case of a sudden illness of a child where the employee is the only person in the home capable of dealing with emergency, paid leave up to six days per calendar year pursuant to this article may be used by the employee to care for the child.

17.3 Proof of Illness

(a) An employee may be required to produce a certificate from a duly qualified physician for any illness of three consecutive days or more certifying that he/she is unable to carry out his/her duties due to illness.

(b) In the event that an employee is charged a fee for a certificate produced in accordance with this article, the Employer will reimburse the employee upon presentation of a receipt from the physician provided that the certificate states that the employee is unable to carry out his/her duties due to illness (or if the certificate is required under Clause 17.2, that the child is ill and requires the employee's attention).

17.4 Benefit Coverage

The Employer shall maintain coverage for all benefits and shall pay the Employer's share of these premiums while the employee is on sick leave.

It is understood by the parties that RRSP contributions are paid only on wages paid by the Employer, and the Employer is not obligated to pay for benefit coverage where the weekly indemnity or long-term disability carrier pays.

ARTICLE 18 - LEAVES OF ABSENCE

18.1 Bereavement Leave

(a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay, shall be entitled to special leave, at his/her regular rate of pay for up to five workdays. Regular part-time employees shall be granted the leave, with pay, provided they are scheduled to work those days.

(b) Immediate family is defined as the employee's spouse, including a common-law spouse, mother, father, son, daughter, foster children, and children's spouse, legal ward of the employee, stepchildren, sister, brother, mother-in-law, father-in-law, stepparents, grandparents (including in-laws), grandchildren, spouse's grandchildren, sister-in-law and brother-in-law.

(c) For the purpose of this clause "*common-law spouse*" means a person of the same or opposite sex who has been publicly represented as the spouse of an employee and who has cohabited with the employee for a period of not less than one year.

(d) Where established ethno cultural or religious practices for ceremonial occasions, other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion within one year.

18.2 Illness in Family Leave

(a) In cases of illness, serious enough to reasonably believe that a member of the immediate family may not survive, an employee shall be granted up to one day leave with pay to visit the place of residence of the immediate family member. Immediate family shall be as set out in Clause 18.1(b) of this Agreement.

(b) Employees may be granted up to two additional days' paid leave if travel is required to visit the place of residence.

(c) In addition to the entitlements in paragraphs 18.2(a) and (b), an employee is entitled to up to five days of unpaid leave during each 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.

18.3 Medical and Dental Care Leave

(a) In instances where an employee is required to attend a medical or dental appointment or receive specialized medical or dental care, such appointments shall be scheduled, where possible, outside of normal work hours. Where an employee must attend a medical or dental appointment, an absence of up to two hours from the workplace will be paid, but in all cases, an employee must obtain prior permission for such absence.

(b) Upon prior approval employees in areas where specialized medical and dental facilities are not available shall be allowed the necessary time, including travel and treatment time, up to a maximum of three days of paid leave per year to receive medical and dental care at the nearest medical centre for the employee, his/her spouse, and a dependent child permanently residing in the employee's household or with whom the employee permanently resides and a dependent parent.

18.4 Jury Duty

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

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

(c) Total hours on jury duty and the actual hours worked on the job in the office in one day shall not exceed normal working hours for purposes of establishing the basic workday.

(d) After having completed jury duty, any time worked in the office in excess of the combined total of eight hours shall be considered overtime and paid as such.

18.5 General Leave

(a) Where the requirements of the Employer's operation will permit, the Employer may grant a leave of absence without pay for educational, compassionate or other legitimate personal reasons on advance written request from the employee for a period of up to 90 days. Such advance written request shall be waived in the case of emergencies. Permission for such leaves will be at the Employer's discretion and will not be unreasonably withheld.

- (b) The definition of "*advance written notice*" is that the employee shall submit the reasons for such request to the Employer a minimum of 10 working days prior to the commencement date of the requested leave.
- (c) The Employer shall inform the employee in writing that the requested leave is approved or disapproved within a reasonable period of time.
- (d) The leave of absence shall not be charged against other paid leave entitlements or annual vacation.
- (e) For the purposes of Section (a) above "*compassionate*" requests refer to an employee's desire to arrange long-care provisions or provide palliative care for a dependent, parent, spouse or child. Such leave may be extended upon presentation of medical evidence supporting the request.

18.6 Full-Time Union Duties

The Employer shall grant, on written request, leave of absence without pay to no more than one employee in the bargaining unit at any given time:

- (a) For employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one year;
- (b) For an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union, the leave shall be for a period of two years and shall be renewed upon request.
- (c) For employees to seek election in a municipal, provincial, or federal election, for a maximum period of 90 days;
- (d) For employees elected to a full-time federal, or municipal office for a maximum period of five years.

Seniority shall be maintained while on such leave and no benefit entitlement shall accrue while on such leave.

18.7 Other Religious Observances

- (a) Employees who are members of non-Christian religions are entitled up to two days' leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.

18.8 Compassionate Care Leave

- (a) Effective April 28, 2006, an employee is entitled to Compassionate Care Leave as described in the *Employment Standards Act*.
- (b) The terms and conditions of this leave will be as described in the *Act*, and Policy #HR 27, Compassionate Care Leave, as amended from time to time.
- (c) Should the legislation be rescinded, this clause will become null and void.
- (d) In the event that any future legislation materially alters the statutory requirements or entitlements governing the matter set out in this clause, the parties hereto shall meet to negotiate mutually agreeable provisions to satisfy the change in legislative requirements.

ARTICLE 19 - MATERNITY, ADOPTION AND PARENTAL LEAVE**19.1 Leave Requests**

- (a) Employees are eligible for unpaid leave of absence from employment subject to the conditions in this article. Every employee who intends to take a leave of absence under this article shall give at least four weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given. All requests for leave of absence pursuant to this article shall be in writing and indicate the last day to be worked and the expected date of return to work.
- (b) Each employee who wishes to change the effective date of approved leave shall give four weeks' notice of such change unless there is a reason why such notice cannot be provided.

19.2 Maternity Leave

- (a) An employee will be granted leave for a period not longer than 17 weeks subject to other provisions in this article.
- (b) The period of maternity leave shall not normally commence earlier than 11 weeks before the expected date of delivery and end no later than six weeks following the birth unless the employee requests a shorter period.
- (c) A request for shorter period under Clause 19.1(b) must be given in writing to the Employer at least one month before the date that the employee indicates she intends to return to work. The employee must provide the Employer with a physician's certificate stating that the employee is able to resume her duties.
- (d) The Employer shall modify the commencement or end dates of maternity leave for any period approved in writing by a qualified medical practitioner.

19.3 Parental Leave

- (a) Upon application, an employee shall be granted leave of absence for up to 37 weeks following the birth or adoption of the employee's child. The employee shall furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 37 weeks' parental leave between them.
- (c) Upon application, employee shall be granted parental leave as follows:
 - (1) in the case of the natural mother, commencing immediately following the end of the maternity leave;
 - (2) in the case of the natural father, commencing within the 52 week period following the birth of the child;
 - (3) in the case of an adopting parent, commencing within the 52 week period following the date the adopted child comes into the actual care and custody of the parent.
- (d) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.
- (e) The aggregate of leave of absence from employment that may be taken by an employee under Clauses 19.2 and 19.3 in respect of the birth or adoption of any one child shall not exceed 52 weeks, except as provided under Clauses 19.3(d), 19.4(b) or 19.6.

19.4 Disability and Illness Claims

- (a) An employee, not on leave of absence, who becomes ill or disabled while pregnant shall not have her eligibility to benefits, pursuant to Clause 17.1, affected by virtue of her pregnancy.

- (b) Where an illness or injury occurs during a period of approved maternity leave, parental leave or adoption leave, which prevents the employee from returning on the scheduled date of return, the provisions of Clause 17.1 will be effective from the scheduled date of return to work.

19.5 Seniority Rights and Benefits Entitlements

In accordance with the *Employment Standards Act*, the services of an employee who is absent from work in accordance with this article shall be considered continuous for the purposes of pension, medical, extended health, dental, group life, short-term disability and long-term disability benefit plans, and the Employer shall continue to make payment to the plans in the same manner as if the employee were not absent where:

- (a) the Employer pays the total cost of the plan; or
- (b) the employee elects to continue to pay her share of the cost of the plan that is paid for jointly by the Employer and employee.

19.6 Vacation Earned During Maternity/Parental Leave

- (a) In accordance with the *Employment Standards Act*, the services of an employee who is absent from work in accordance with this article shall be considered continuous for the purposes of earning vacation entitlement.
- (b) Any unused vacation with pay earned but not used prior to the commencement of the leave must be taken at the expiration of the leave and before the employee returns to work.
- (c) Vacation earned while on maternity/parental leave shall be without pay.
- (d) Any vacation accrued without pay during the leave may be waived by the employee. If the employee wishes to use all or some of this vacation, she must take it at the expiration of the leave and before the employee returns to work.
- (e) If, during the leave, the employee becomes entitled to vacation pursuant to Clause 16.3, she may schedule her pro rata vacation with pay in accordance with Clause 16.5 of the Agreement.
- (f) Vacation earned pursuant to this clause may only be carried over by mutual agreement to the following calendar year.

19.7 Extension of Maternity Leave

In instances where an employee ineligible for benefits, pursuant to Clause 17.1, is unable, due to illness or disability, to return to work upon expiration of maternity leave, then, on written request of the employee and with a medical certificate, leave will be extended in such circumstances.

19.8 Return from Leave

Upon return from leave, an employee shall be placed in her former position. Where the former position does not exist, she shall be placed in an equivalent vacant position within her seniority block. Where an equivalent vacant position is not available, she may select from the options set out in Article 12—Layoff and Recall.

19.9 Legislation Change

In the event that any future legislation materially alters the statutory requirements or entitlements governing the matters set out in this article, the parties hereto agree that the statutory requirements and entitlement shall prevail.

ARTICLE 20 - OCCUPATIONAL SAFETY AND HEALTH

20.1 Statutory Compliance

The Union and the Employer agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees. There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

20.2 Joint Occupational Safety and Health Committees

The parties agree that the intent of this Agreement is to ensure that all employees shall have the maximum possible access to the Occupational Safety and Health Committee structure. Occupational Safety and Health Committees will be comprised of an equal number of employer and union representatives and will be established and operated as outlined below:

- (a) Union representatives shall be employees at the workplace appointed by the Union, and employer representatives shall be appointed by the Employer. Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a committee meeting, job site inspection or accident investigation in accordance with WCB Regulations.
- (b) Each branch shall initiate and maintain an Occupational Safety and Health Committee or, where branch workforce numbers are less than the minimum requirements established by statutory regulation, Occupational Safety and Health Committees may be established to encompass more than one branch or department. Branch combinations may be mutually agreed at the local level.
- (c) The Committees will function in accordance with the regulations made pursuant to the *Workers Compensation Act*, and will participate in developing a program to reduce risk of occupational injury and illness.
- (d) All minutes of the meetings of the Committees shall be recorded on a mutually agreed to form and shall be sent to the Union, the Human Resources Manager and the Workers' Compensation Board.
- (e) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at straight-time.
- (f) Worksite inspections or accident investigations shall be scheduled during normal working hours whenever practicable. When no union designated committee member is available, time spent by employees attending to this business on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight-time.

20.3 Video Display Terminals

In the event that an employee who operates a VDT becomes pregnant the following provisions shall apply until mutually amended by the Joint Union Management Committee (JUMC).

- (a) In instances where a pregnant employee indicates a concern about working on video display equipment, the Employer will attempt to reassign that employee to work which does not involve exposure to video display terminals. The reassignment of duties will be arranged between the Manager and employee. It is understood that such reassignment may be on a full-time basis or for portions of the workday or workweek. The employee's schedule will be signed by the employee and manager, with copies forwarded to the Human Resources Manager and the steward.
- (b) Where it is not practical to reassign the concerned employee, the employee may elect to take an unpaid leave of absence. Such leave shall not jeopardize the employee's continued employment;

however, during such leave seniority will be maintained but fringe benefits will not be payable by the Employer. Nothing in this clause will be construed as denying a pregnant employee all rights and privileges provided in Article 19 (Maternity Leave) of this Agreement. The employee shall request such leave in writing and such leave will be uninterrupted.

(c) Pregnant employees concerned about exposure to video display terminals may request the Employer to provide a protective "apron" which can be worn while working on the terminal.

The parties agree that the Joint Union Management Committee (JUMC) shall investigate concerns regarding video display terminals on an ongoing basis and may seek the assistance of knowledgeable individuals concerning exposure to video display terminals. The parties further agree that each Occupational Safety and Health Committee shall be provided with two copies of "*How to Make Your Computer Work Station Fit You*".

20.4 Safety and Health Hazards

(a) The parties agree that, in compliance with statutory requirements, workplace inspections shall be conducted with each respective Manager, or her designated representative, and a union designated committee member. Minutes will be kept of the inspection meeting, a copy of which will be forwarded to the Human Resources Manager. Employee concerns may be referred to any member of the local Occupational Health and Safety Committee for inclusion at the meeting. Upon request the minutes of the inspection meetings shall be forwarded to the Joint Union Management Committee (JUMC) for review.

(b) The inspection as outlined in Clause 20.4(a) will include an investigation of the following specific areas of concern:

- (1) *tripping hazards* - multiple electrical cords; telephone cords; loose stair risers; frayed carpets;
- (2) *building (facility) safety* - exposed electrical wiring; open floor vents; loose cupboard doors; electrical outlets;
- (3) *equipment* - testing of microwave ovens, safety procedures followed for use of paper shredder, electrical cords and plugs;
- (4) *ventilation* - proper ventilation for photocopier; clean air and fresh air ventilation through buildings;
- (5) *lighting* - ensure work areas have sufficient illumination;
- (6) *cleanliness* - ensure proper sanitation procedures carried out by janitorial contractor.

(c) Employees who encounter safety and/or health problems related to the work environment shall report these to their supervisor. The supervisor, if unable to deal with the problem personally, shall refer the matter to the Manager. Matters of other than routine importance shall be referred to the Human Resources Manager and the Branch Occupational Safety and Health Committee.

20.5 Injury Pay

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

20.6 Unsafe Work

No employee shall be disciplined for refusal to work on an assignment which, in the opinion of:

- (a) a member of the Occupational Safety and Health Committee, or
- (b) a person designated by an Occupational Safety and Health Committee, or
- (c) a steward at a worksite where there is no Occupational Safety and Health Committee,

after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the *Workers Compensation Act*. Where an employee acts in compliance with Section 3.24 of the Workers' Compensation Board Industrial Health and Safety Regulations, she shall not be subject to disciplinary action.

20.7 Employee Working Alone

- (a) The Occupational Safety and Health Committee shall develop a written procedure for checking the well-being of a worker assigned to work alone and where the employee may not be able to secure assistance in the event of misfortune or injury.
- (b) The procedure for checking a worker's well-being must include the time interval between checks and the procedure to follow in case the employee cannot be contacted, including provisions for emergency response.

20.8 Workplace Violence

- (a) It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse from clients, or the public.
- (b) Where such potential exists:
 - (1) employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents;
 - (2) applicable physical and procedural measures to protect employees shall be implemented.
- (c) The Occupational Safety and Health Committee shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above.
- (d) Employees shall be informed concerning the potential for physical violence or verbal abuse from a client, or another member of the public, subject to statutory limitation.
- (e) Immediate critical incident stress debriefing and post-traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

20.9 Investigation of Accidents

- (a) Pursuant to Section 3.9 of the Workers' Compensation Board Industrial Health and Safety Regulations, all accidents shall be investigated jointly by at least one Health and Safety Committee representative designated by the BCGEU and one management representative.
- (b) Reports shall be submitted on an Accident Investigation Form, which may be amended by mutual agreement, and copies sent to:
 - (1) the Workers' Compensation Board;
 - (2) the Occupational Safety and Health Committee;
 - (3) the Employer's designate(s).

Nothing in this clause restricts the right of the Employer to require the management representative in (a) above, if a member of the bargaining unit, to complete other reports related to the accident under investigation.

20.10 Occupational Safety and Health Courses

- (a) The Human Resources Manager shall schedule a training program for Occupational Safety and Health Committee members dealing with the objectives and duties of Occupational Safety and Health Committees.

- (b) The program shall, at a minimum, reflect the requirements and standards for a safety and health program recommended by the Workers' Compensation Board.
- (c) Union safety committee members attending the training will be on leave of absence without loss of basic pay (including necessary travel time), and shall be reimbursed for expenses by the Employer.

ARTICLE 21 - TECHNOLOGICAL CHANGE AND SEVERANCE PAY

21.1 Definition of Technological Change

In this Agreement, "*technological change*" means:

- (a) the introduction by an employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking or business, or
- (b) a change in the manner, method or procedure in which the Employer carries on his work, undertaking or business that is related to the introduction of that equipment or material,

but "*technological change*" does not include normal layoffs resulting from a decrease in the amount of work to be done.

21.2 Notice of Technological Change

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

21.3 Implementation Procedures for Technological Change

- (a) The union representatives on the Joint Union Management Committee (JUMC) will receive written notice at least 45 days prior to the proposed change whenever practicable;
- (b) Thorough consultation with the Union will precede any such change with a view to minimizing the disruption to the bargaining unit;
- (c) In the event that new positions are created as a result of the technological change, then salaries shall be negotiated by the parties and failing agreement on salaries, that matter may be referred to arbitration;
- (d) The Joint Union Management Committee (JUMC) shall, on request, meet with the individual employees affected by such introduction to review possible options available to the affected employees.

21.4 Retraining and Reorganization

An employee becoming redundant due to new equipment and procedures can, based on the employee's seniority, be entitled to claim the right to be trained for any new positions that might be created by such introduction. The Employer shall provide such retraining at no cost and without loss of pay to the affected employee.

21.5 Layoffs from Reduction in Work

- (a) All employees designated for layoff as a result of such introduction shall also have the right to select from the options contained in Clause 12.7.
- (b) An employee laid off by such introduction who opts to be placed on the recall list shall be offered positions with the Employer, in accordance with Clause 12.6, should vacancies arise.

(c) An employee who chooses to be laid off and placed on the recall list may elect to terminate during the recall period and be paid his/her severance pay as provided in Clause 12.7 at time of termination or expiration of recall.

21.6 Salary Protection

A full-time employee directly affected by technological change, who displaces into a lower job group, shall be paid at the rate of pay established in Appendix A for the lower job group, but for the first 12 months following the displacement his/her pay will not be reduced.

ARTICLE 22 - HEALTH & WELFARE

22.1 Full-Time Employees

(a) "Eligibility" - All full-time employees shall become eligible for coverage under the Employer's Corporate Benefit Plans on the first day of the month following completion of three months continuous employment.

(b) "Plan Design" - Details of the plans are contained in brochures provided by the Employer and include:

- Medical Services Plan of British Columbia
- Extended Health Benefit Plans
- Group Life Insurance
- Accidental Death and Dismemberment Plan (AD&D)
- Critical Illness
- Short-Term Disability (STD)
- Long-Term Disability (LTD)
- Dental Plan (Option 3)
 - ✓ 75% Part A (Basic Preventative)
 - ✓ 75% Part B (Major Restorative)
 - ✓ 50% Part C (Orthodontics)
- Employee and Family Assistance Plan (EFAP)

(c) The premium cost sharing on the plans listed above shall be as follows:

Full-Time Employees	Employer's Share	Employee's Share
Medical	75%	25%
Extended Health Care	100%	
Group Life Insurance	100%	
Accidental Death & Dismemberment	100%	
Critical Illness	100%	
Short-Term Disability Plan	100%	
Long-Term Disability Plan	100%	
Dental Plan 3	100%	
EFAP	100%	

22.2 Part-Time Employees

(a) "Eligibility" - All part-time employees working a regularly scheduled shift of 20 hours per week or more shall become eligible for coverage under the Employer's Corporate Benefit Plans on the first day of the month following completion of three months continuous employment.

(b) "Plan Design" - Details of the plans are contained in brochures provided by the Employer and include:

- Medical Service Plan of British Columbia
- Extended Health Benefit Plan
- Group Life Insurance
- Accidental Death and Dismemberment Plan (AD&D)
- Short-Term Disability Plan (STD)
- Long-Term Disability Plan (LTD)
- Dental Plan (Option 3)
 - ✓ 75% Part A (Basic Preventative)
 - ✓ 75% Part B (Major Restorative)
 - ✓ 50% Part C (Orthodontics)
- Employee and Family Assistance Plan (EFAP)

(c) The premium cost sharing on the plans listed above shall be as follows:

Part-Time Employees	Employer's Share	Employee's Share
Medical	50%	50%
Extended Health Care	50%	50%
Group Life Insurance	100%	
Accidental Death & Dismemberment	100%	
Critical Illness	100%	
Short-Term Disability Plan	100%	
Long-Term Disability Plan	100%	
Dental Plan 3	50%	50%
EFAP	100%	

22.3 Pay in Lieu of Benefits

Part-time employees working less than 20 hours per week are not eligible under the benefits program and, therefore, shall receive additional compensation equal to 10% of their hourly rate, as specified in Appendix A for each hour worked in lieu of statutory holiday pay, illness and injury leave and benefits plans coverage.

22.4 Benefits on Layoff

For full-time and part-time employees who have benefit coverage as per Clauses 22.1(a) and 22.2(a) and who are laid off, the Employer agrees to continue to pay premiums for benefits for which they are eligible on the following basis:

- (a) Less than one year service two weeks
- (b) One year to five years service one month
- (c) Five years to 10 years service two months
- (d) 10 years service and over three months

Note: Years of service are determined by date of hire. This coverage shall not continue where an employee elects to receive severance pay and thereby becomes displaced from the Recall List.

22.5 Group RRSP Program

- (a) Effective January 1, 2006, employees moved from the Group RRSP Program to the Defined Benefit Pension Plan administered by the Employees Benefits Trust at Credit Union Central BC, as described in Letter of Understanding #2. As a result, the Group RRSP Program was discontinued. The Employer agrees that the Interior Savings Group RRSP Program described in LOU #2 shall apply to full-time and part-time employees eligible for benefits under Clauses 22.1 and 22.2 of this article for the life of this Agreement.
- (b) Employees holding funds in the Group RRSP Program that plan would have had their RRSPs grandfathered under the existing rules of the RRSP Plan, as described in Letter of Understanding #4.

Further, said employees would be are permitted to transfer funds from their current staff RRSP to purchase time under the Defined Pension Plan rules.

(c) Funds currently invested in the Locked-in Group RRSP with the Employer will continue to be part of the employee retirement "*pension*" as described in Letter of Understanding #4.

22.6 Benefits Upon Retirement

An employee with benefits who elects to retire between the ages of 55 and 65 who has completed at least 10 years of service shall be deemed as a retiree under the benefits policy.

22.7 Employee and Family Assistance Program

All employees and their dependants shall be covered under the Corporate Employee and Family Assistance Program that provides confidential assessment, counselling and/or referral assistance. In the event that there is a change in carrier or coverage, employees shall be immediately advised.

22.8 Health and Welfare Plan

All employees will be provided with a Corporate Benefit Plan Brochure/Booklet. In the event that changes to the Corporate Benefit Plan are contemplated during the life of this Agreement, such changes will be explained at the Joint Union Management Committee level in order to ensure that full understanding is maintained at all times.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.1 Rates of Pay

Employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix A of this Agreement.

23.2 Rate of Pay on Promotion

(a) Upon promotion, an employee will receive the rate for the position as established in Appendix A of this Agreement.

(b) An employee who is transferred into a position by promotion or lateral transfer under Article 11 (Job Postings) shall not suffer a reduction of pay rate by application of Clause 23.1.

23.3 Paydays

The Employer agrees to pay employees every second Thursday. In the event it is not possible for the Employer to pay employees every second Thursday, alternate arrangements will be made.

A comprehensive statement detailing all payments and setting out allowances and deductions shall be forwarded in a confidential envelope to the employee each payday.

23.4 Substitution Pay

(a) No employee shall be required to substitute into a higher paying position unless assigned to do so in writing. Such written notice shall specify the start date and the expected duration of the substitution required, and include a copy of the job description for the job into which the employee is to substitute.

(b) Any employee assigned to substitute into a higher paying position shall be paid at the higher rate, as determined in Appendix A of this Agreement, from the first full day of such assignment, except when the assignment is for training purposes.

23.5 Salary Rate Upon Recall or Demotion

(a) Employees recalled to their former position or to a position in the same job group shall receive the current rate for that job group as set out in Appendix A of this Agreement.

- (b) Employees recalled who accept a position in a lower job group than their former position shall be paid at the salary rate for that job group as set out in Appendix A of this Agreement.
- (c) An employee who transfers to a position in a lower job group for reasons ascribable to the employee shall be paid in accordance with Clause 23.5(b) above.

23.6 Mileage, Meal, and Accommodation Allowances

- (a) Where an employee agrees to be assigned to work outside the Branch, he/she will, at the Employer's option, either travel on the Employer's time or be paid for hours travelled at the applicable overtime rates.
- (b) Employees required to use their own vehicle in the performance of their job or an employee described in (a) above will be eligible for a vehicle allowance at a corporate mileage rate as set by the Board from time to time per kilometre for all distances travelled on Employer business.

Meal allowances paid to such employees shall be:

- (1) Breakfast\$9.00
- (2) Lunch\$15.00
- (3) Dinner\$26.00

Allowances for breakfast and dinner will not be paid where employees are able to commute to and from home at hours consistent with such meals. Where an employee is required to travel to other than the normal work location and such travel requires the employee to leave prior to 7:00 a.m., such employee shall be entitled to a breakfast allowance. Likewise, where such travel keeps the employee away from home past 6:30 p.m., the employee shall be entitled to a dinner allowance.

- (c) If the Corporate Expense Policy is adjusted during the life of the Collective Agreement, any increases in mileage or meal allowance would be automatically extended to the bargaining unit.

23.7 Retirement Bonus and Pre-retirement Leave

- (a) An employee with benefits who elects to retire between ages 55 and 65 who has completed at least 10 years of service, or employees with benefits whose age plus years of service equals 70 or more, shall be entitled to:
 - (1) a special paid leave for a period of three weeks; or
 - (2) a special payment equivalent to the cash value of three weeks gross salary to be paid immediately prior to retirement and based upon her/his current rate of pay. The employee may elect to have this amount deposited directly into his/her RRSP account, if eligible.
- (b) Such an employee shall be granted a retirement bonus equal to the full vacation entitlement for the final calendar year of service. The retirement bonus will be paid out on the employee's last paycheque.

23.8 Training Allowance

- (a) Employees who are required by the Employer to provide training to a specified level, and to evaluate the competency of the employees so trained, shall receive an additional premium of two dollars per hour for each hour spent providing instruction or evaluation.
- (b) In order to be eligible for the allowance the following criteria must be met:
 - (1) the trainer must be assigned in writing;
 - (2) the training delivered must be a part of a documented training program;
 - (3) the documented training program must require a series of formal written evaluations; and
 - (4) the trainer assigned will be responsible for both the training and evaluation of the trainees.
- (c) This clause shall not apply to positions where training is a component of job content.

ARTICLE 24 - CLASSIFICATION AND RECLASSIFICATION

24.1 Job Descriptions

Job descriptions will be written with the intent to set forth the general duties and requirements of the job and to indicate the level of skill required and shall not be construed as imposing any restriction on the right of the Employer to create a new job or to assign duties to employees other than those specifically mentioned in job descriptions, providing always that if the assignment of such duties changes the job content sufficiently to justify a review of the job rate, the local union office shall be notified and a revised rate may be negotiated between the parties.

The effective date for the new rate shall be the date the job was submitted for review.

24.2 Classification and Salary Assignment

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

ARTICLE 25 - GENERAL CONDITIONS

25.1 Interior Savings Credit Union Membership

Employee privileges, including employee loans, shall be as described in Letter of Agreement #3, Staff Banking Privileges.

25.2 New Clientele

The Union agrees to assist the Employer by encouraging unions and their members to become members of the Interior Savings Credit Union, and to do all their business with same in accordance with the policy of the Canadian Labour Congress.

25.3 Indemnity

The Employer will continue to provide comprehensive general liability coverage which will include coverage for employees while acting within the course of the reasonable execution of their duties as employees.

25.4 Robbery or Holdup

- (a) In the event of a robbery or holdup, the Employer shall continue to provide, through its Employee Assistance Program, at no cost to the employee, access to professional counselling to employees suffering from post-traumatic stress, in accordance with the terms of the Program.
- (b) The Employer agrees that requests from part-time employees and full-time employees for time off due to post-traumatic stress resulting directly from involvement in robbery or holdup will be considered by the Employer for the balance of the day on which the incident occurred plus the following day without loss of pay.
- (c) Refusal of such requests will not be unreasonably withheld. Additional time off, if required, shall be deemed sick leave under Article 17, if substantiated by a medical certificate.

25.5 Working Conditions

Working conditions, wages, privileges and benefits presently in force which are not specifically referred to in this Agreement and which are not contrary to the intention of this Agreement, shall continue in full force and effect.

25.6 Computer Equipment Purchase

- (a) An employee, upon completion of the initial probationary period, shall be entitled to an advance for the purpose of purchasing personal computer equipment. The advance shall be issued to the employee upon submission of proof of purchase in the 30 day period prior to applying for the advance. The advance will not exceed the actual cost or \$2500, whichever is lesser.
- (b) The advance shall be repaid to the Employer through payroll deduction at a minimum rate of \$100 per pay for 26 pay periods.
- (c) If an employee's employment is terminated prior to complete repayment of the advance, the Employer shall deduct any amounts outstanding from any payments owed by the Employer to the employee. Any amount not recovered by the Employer from the employee's last paycheque shall become immediately due and payable to the Employer by the employee on the last day of work.

25.7 Job Sharing

- (a) Job Share Proposals are intended to allow two employees to share one full-time job equally.
- (b) Job Share Proposals may be considered where an employee occupying a full-time position makes application for a job sharing arrangement.
- (c) Applications for job sharing will be made via a Job Share Proposal, which will include:
 - (1) a written statement, signed by the job owner, specifically identifying the position that he/she is requesting to share;
 - (2) details on what arrangements the partners will make to share necessary information with each other, with clients, with colleagues and with the supervisor;
 - (3) a proposal of how workload priorities will be determined by the partners on an ongoing basis;
 - (4) preferred start date;
 - (5) preferred work schedule.
- (d) The Employer may approve a Job Share Proposal on a trial basis. However, the Employer is not obligated to approve any Job Share Application and a decision to deny any application is not grievable.
- (e) Upon approval by the Employer, the Job Share will be posted in the manner described in Clause 11.1, Job Postings.
- (f) "*Trial Period*" - The trial period will be six months in duration.
 - (1) Either party may terminate a trial period prior to its expiration with 30 days' written notice, at which time the employees will return to their former jobs and/or status, at their former classification level.
 - (2) The job sharing arrangement shall be reviewed by the employees, the Branch Manager, and the Vice-President, Operations with respect to the continuation of the program a minimum of thirty (30) days prior to the expiration of the trial period. If an agreement cannot be reached, the issue will be forwarded to the Joint Union Management Committee (JUMC).
 - (3) Upon the expiration of the trial period, job sharing partners shall have the option of returning to their former jobs and/or status at the same classification level. At that time, should the job sharing program be to the complete satisfaction of the Employer and the employees in the job, the program will continue.

(4) For a period of up to six months following the initiation of the trial period, either of the job share partners may give 30 days' notice of their desire to terminate the arrangement. The position will then revert to the job owner who had the job prior to the job sharing arrangement. The other job sharing partner shall be entitled to displace an employee in accordance with Clause 12.4 of this Collective Agreement. After this time period, either employee wishing to terminate the job share must either resign without severance pay, bid successfully for a vacant position or enter the *Unscheduled Part-Time Work Roster*, in seniority order, for the purposes of call-in to available work under the conditions stated in Clause 12.8(b).

(g) *Conditions of the Job Share:*

(1) If either of the job share partners secure alternate employment with the Employer or choose to leave the employment of the Employer, the other person sharing the job will revert to working full-time until another job share candidate, suitable to the Employer, is found provided he/she wishes to continue the program.

(2) As a condition of the job share, if one job share partner is absent for any reason, the other will work full-time to accommodate the absence if required to do so by the Employer, provided that 48 hours' notice is given, commencing with the first scheduled return-to-work shift of the job share partner. The job share partner who is required to work in relief may agree to waive any or all of the notice period or may agree to provide such relief upon being advised of the absence of the absent job share partner.

(3) The Employer reserves the right to terminate the job share program at any time upon 30 days' notice. In this case, the provisions of (f)(4) above shall apply if the termination occurs during the initial 12 months of the job share. Where termination occurs outside the 12 month period, the Employer will undertake a pre-layoff canvass amongst the employees in the work unit that are at the same classification level. Failing a voluntary resolution the provisions of Article 12 shall be extended to the employee affected.

(h) *Pay:*

(1) The rate of pay for each job share partner will be based on the job classification of the position.

(2) Both job share employees will be paid on an hourly basis. Hours will be submitted to the payroll department in a manner dictated by the administration office.

(i) *Benefits:*

(1) Vacation entitlement will be on the same basis as that set out for a part-time employee under Clause 16.4 of the Collective Agreement.

(2) Statutory holiday pay and compensation for the floater day will be calculated at four point six percent of pay and paid out on each paycheck.

(3) The Employer will continue to provide the following benefits to both job share partners on the same basis as for a regular full-time employee's in Article 22. Such benefits will be prorated to the extent that the benefits are based on the employees' salaries.

(j) *Leaves of Absence:*

Professional appointments as outlined in Clause 18.3 shall be scheduled for time outside of normal working hours, except for emergency circumstances.

(k) *Mutual Agreement*

All job share proposals shall be subject to mutual agreement between the Employer and the Union; similarly, the terms set out in the foregoing shall be subject to review and discussion between the Employer and the Union during the life of the Collective Agreement.

ARTICLE 26 - CASUAL EMPLOYEES**26.1 Appointment**

A casual employee shall receive a letter of appointment clearly stating her employment status and the intermittent nature of her employment.

26.2 Seniority

- (a) A casual employee who has completed her probationary period will have her hire date retroactively recognized as her seniority date.
- (b) Seniority for casual employees shall be based on their seniority date.
- (c) A casual employee will lose her seniority when she is terminated for just cause or voluntarily terminates or abandons her position or she is on layoff for more than six months.

26.3 Order of Offering of Casual Work

Casual work assignments or temporary vacancies of a duration of up to 60 calendar days shall be offered in order of seniority to qualified casual employees.

26.4 Contact Hours

- (a) It is the responsibility of each casual employee to ensure that the Employer has a current telephone number and address for the purposes of offering work assignments. Failure on the part of the employee to provide this information may result in the forfeiture of work opportunities. Except in unexpected circumstances, casual employees will normally be called for work opportunities between the hours of 8:30 a.m. and 9:30 a.m.
- (b) Casual employees who are contacted and decline, or are unavailable during the hours of 8:30 a.m. to 9:30 a.m., shall be considered as having declined a work opportunity, except as provided in Clauses 26.4(c), (d) and (f) below. Casual employees who decline three work opportunities in a calendar quarter will be considered as having terminated their employee relationship.
- (c) Where the Employer is unable to contact casual employees outside of the scheduled periods it will not count such unavailability for the purposes of Clause 26.4(b).
- (d) Casual employees who are unavailable in the following circumstances, and who call in to the appropriate designate at the times determined by the Employer, will not have the decline or unavailability count as an occurrence for purposes of Clause 26.4(b):
 - (1) absence on a WCB claim;
 - (2) maternity leave, parental or adoption leave;
 - (3) absence on bereavement leave;
 - (4) illness; proof of illness may be required if the absence is greater than five days or where it appears a pattern of consistent or frequent absence is developing;
 - (5) illness of, or inability to obtain child care for a dependent child where no one other than the casual employee can care for the child. Proof of illness or inability to obtain child care may be required if a pattern of consistent absence is developing;
 - (6) union leave;
 - (7) jury duty;
 - (8) medical or dental appointments;

- (9) approved leave of absence;
- (10) unavailability per Clause 26.4(f).

(e) Where the Employer is unable to contact casual employees during the scheduled time periods established in Section (a) above, they are considered to have been unavailable for work for purposes of Clause 26.4(b) above and, in the event of the second occurrence, the Employer shall advise the Bargaining Unit Chair.

(f) (1) Casual employees, with the agreement of the Employer, may specify days and/or times of availability. Such agreed to days and/or times, and any agreed to alterations thereto, shall be in writing and include the days and/or times, and effective date.

(2) Should a casual employee wish to revert from having specified days and/or times of availability to full availability, the employee may do so by providing the Employer with ten days' written notice.

(3) Casual employees hired specifically to do summer vacation relief are excluded from the provisions of Clause 26.4(f)(1) above.

26.5 Hours of Work

It will not be the intent of the Employer to work casual employees six consecutive days. Casual employees shall be entitled to two consecutive days of rest in a biweekly period, during which there shall be four days of rest.

26.6 Seasonal Fluctuation in Available Work

The parties agree that, historically, available work opportunities for casual employees substantially decrease between the months of March 15 to June 15 as well as September 15 to December 15 in each calendar year. Where technology allows, the Employer agrees it will register electronically with the Employment Insurance Commission in order to expedite the production and transmission of Record of Employment documentation.

26.7 Status for Applying for Regular Positions

(a) A casual employee who has completed her probationary period will be recognized as an internal applicant for the purposes of Article 11.

(b) Where a casual employee is the successful candidate during a job competition, she shall be subject to the trial period set out in Clause 11.6. Should she prove unsatisfactory in the position during the trial period, or if she is unable to perform the duties of the position, she shall be returned to the casual roster from when she originated and the commensurate wage, benefits and terms of employment as set out in this article shall apply to her employment.

26.8 Pay in Lieu – Benefits, Stats, Vacation

(a) Casual employees shall receive additional compensation equal to 10% of their hourly rate, as specified in Appendix A, for each hour worked in lieu of statutory holiday pay, illness and injury leave, and benefit plans coverage.

(b) A casual employee shall receive additional compensation equal to four percent in her first year of service and in each year thereafter equal to the appropriate percentage of her hourly wage (commensurate with the employee's years of service) as set out in Clause 16.3. This amount shall be paid out on each paycheque in lieu of paid vacation leave.

(c) Participation in the Defined Benefit Pension Plan is mandatory for casual employees and shall be as described by the provider.

26.9 Vacation Entitlement and Statutory Leave Requirements

- (a) The Employer agrees to permit casual employees with requisite number of weeks off pursuant to the *Employment Standards Act*. Generally vacation requests for the months of February, July, August and December cannot be accommodated. However, where operational considerations permit, casual employees will be granted vacation leave at any other time of the year.
- (b) A casual employee who does not work the equivalent of the annual hours of work may designate two weeks of a period of layoff as vacation for the purposes of meeting minimum statutory standards for vacation leave from work.
- (c) A casual employee who is the successful candidate for a temporary regular full-time vacancy of longer than 90 days in duration shall have the opportunity to schedule vacation leave within her branch in the same fashion as the part-time and full-time employees in that branch.

26.10 Regular Part-Time Employee Right to Refuse Casual Work

Notwithstanding Clause 14.5, except in unusual or emergency operational situations, a part-time employee shall not be entitled to casual work nor be required to expand her hours to cover casual work assignments.

26.11 Application of Agreement

Except as otherwise noted in this article, the provisions of Article 12 – Layoff and Recall, Article 15 – Paid Holidays, Article 16 – Annual Vacation, Article 17 – Illness and Injury, Article 18 – General Leave, Article 22 – Health and Welfare (Clause 22.7 excepted), Letter of Understanding 3 – Staff Group RRSP Program, do not apply to casual employees. The provisions of other articles apply to casual employees, except as otherwise indicated.

ARTICLE 27 - TERM OF AGREEMENT**27.1 Duration**

This Agreement shall be binding and remain in effect to midnight, December 31, 2013.

27.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after October 1, 2013, but in any event not later than midnight, October 31, 2013.
- (b) Where no notice is given by either party prior to October 31, 2013, both parties shall be deemed to have given notice under this clause on October 31, 2013 and thereupon Clause 26.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Chief Executive Officer.

27.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 27.2, the parties shall, within 14 calendar days after the notice was given, commence collective bargaining.

27.4 Change in Agreement

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

27.5 Agreement to Continue in Force

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

27.6 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of ratification by both parties of this Agreement. The parties will make every reasonable effort to ratify within one week of a tentative agreement.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Darryl Walker
President

Barry Meckler
President and CEO

Helen Shemilt
Bargaining Committee Chairperson

Donna Austin
AVP Sales & Service

Mary-Lou Ellan
Bargaining Committee Member

Landa Whalen
Human Resources Consultant

Ashley Moura
Bargaining Committee Member

Karen Hawes
Manager, Human Resources Services

Rob Wotherspoon
Staff Representative

Dated this _____ day of _____ 20_____.

APPENDIX A
Re: Job Classifications and Rates of Pay

Job Classification	January 1, 2011 2.25%	January 1, 2012 2.25%	January 1, 2013 2.25%
GROUP 1 Trainee(*) File Clerk	16.45	16.82	17.20
GROUP 2 Teller	19.58	20.02	20.47
GROUP 3	20.45	20.91	21.38
GROUP 4 Fin. Services Admin. Member Info Officer	21.11	21.58	22.07
GROUP 5 Fin. Service Rep 1	22.05	22.55	23.06
GROUP 6 Fin. Service Rep 2	25.00	25.56	26.14
GROUP 7 Acct Manager 1	26.26	26.85	27.45
GROUP 8 Acct Manager 2	27.83	28.46	29.10
GROUP 9 Acct Manager 3	29.79	30.46	31.15

Note 1: Upon successful completion of the probationary period, salary will progress to the next step of the salary range as appropriate. Further step progression will take place on year after the date of hire which then becomes the employee’s anniversary date.

Note 2: "Step progression" is defined as follows:

- Step 1 (date of hire).....85% of job rate.
- Step 2 (completion of probationary period).....90% of job rate.
- Step 3 (12 months after date of hire).....95% of job rate.
- Step 4 (24 months after date of hire).....100% of job rate.

Note 3: When an employee is promoted into a higher pay band, the employee will be given a minimum 5% increase until they reach the job rate of that pay band.

Note 4: *Casual in Lieu Pay*: Casual employees shall receive additional compensation equal to 10% of their hourly rate for each hour worked in lieu of statutory holiday pay, illness and injury leave and benefits coverage. [Clause 25.8(a)]

Note 5: Effective the date of ratification employees in the bargaining unit will receive a one-time signing bonus of \$450.00. The bonus may be paid directly into an employee’s RRSP account at the employee’s discretion.

LETTER OF UNDERSTANDING #1
Re: Annual Reconciliation of Record of Employment

The Employer agrees to provide a record of employment to each employee by January 31 of each year, containing data for the previous calendar year, as follows:

- SICK DAYS:** Number accumulated during the year
 Number used during the year
- VACATION:** Number of weeks earned during the year
 Number of weeks used during the year
 Number of days to be carried forward
- HOURS WORKED:** For scheduled and unscheduled part-time employees, number of hours worked during the year
- LOA:** Type of LOA taken (eg. Bereavement, Maternity/parental)
 Number of days taken for each type of LOA

Employees will be given until February 28 each year to dispute the record, after which time it will be considered to be accurate.

LETTER OF UNDERSTANDING #2
Re: Pension Plan

The plan will be the defined benefit plan generally described as being based upon the 1.75% pension formula. In addition, it will consist of the following specific provisions:

- ❖ Eligibility will be to all employees upon completion of probation, and participation will be mandatory.
- ❖ Earnings, for purposes of calculating employee contributions, shall be based upon salary rates, as set out in Appendix A, and additionally as follows:
 - Employees on short-term disability or WCB benefits—participation would be as if the employee was still at work (the normal rate of pay), however if the employee chooses not to pay her contribution, the employer contribution will not be paid.
 - Employees on long-term disability benefits—employee contributions are waived; however the Employer will continue its contributions based upon the normal rate of pay.
 - Employees on unpaid leaves of absence (e.g. maternity leave)- may participate on the same basis as those on short-term disability or WCB benefits.

Employees will have the following options regarding their Registered Retirement Savings:

- Employees may continue to maintain their Registered Retirement Savings Plan and to hold all funds within that plan contributed or accrued prior to the introduction of the Plan; or
- Employees may use the funds for purposes as described in LOU #4, Grandfathered Group RRSP Accounts.

LETTER OF UNDERSTANDING #3**Re: Staff Banking Privileges**

- (1) As a condition of employment, employees are members of Interior Savings Credit Union. Staff usage of the products and services available through membership is encouraged by free or subsidized access to those products and services. Waiving of specific fees is, therefore, a part of the total compensation package.
- (2) All employees, regardless of their individual employment status, immediately upon commencing employment and for the duration of their employment with Interior Savings Credit Union, are eligible for the banking package, as described in Policy #HR11 Staff Banking Privileges, as amended from time to time.

Some items in the policy require an employee to have successfully completed the probationary period.

- (3) Any changes in Policy #HR11 Staff Banking Privileges will be circulated to all employees at the time of amendment.

LETTER OF UNDERSTANDING #4**RE: Grandfathered Group RRSP Accounts**

Effective January 1, 2006, retirement funds will be invested in a Locked-in Defined Benefit Pension Plan with Credit Union Central of British Columbia.

The parties agree to the following as it pertains to grandfathered RRSP accounts described in Clause 22.5:

1. Existing Locked-in funds in the Group RRSP Program are eligible for transfer into the Defined Pension Plan based on current plan regulations.
2. Funds currently invested in the Locked-in Group RRSP with the Employer will, by request, be available to the employee for transfer to *Mutual Funds and/or Indexed Linked Term Deposits* under the following terms:
 - the employee will acknowledge and agree that the funds in question are part of the "retirement pension" put into place by the Credit Union; and
 - as such, will not be removed as long as said employee remains in the employ of the Credit Union; and
 - further agrees to provide the Credit Union with an annual year-end statement of the Mutual Funds Account showing the funds on deposit.
3. Funds from within the Group RRSP currently invested in a product which locks in the investment in for a specific period of time (eg. a three years term deposit) will, by request, be available to the employee without penalty for the purposes of purchasing time under the Defined Benefit Pension Plan.
4. Upon termination of employment, monies invested with ISCU under the staff RRSP must be converted to a member RRSP. The employee will be allowed a period of not less than 30 days and not greater than 90 days to determine the disposition of the RRSP. Upon the expiration of the 90 day period, a staff RRSP will automatically be rolled into a member variable RRSP unless specific direction to the contrary is received from the RRSP holder.

LETTER OF UNDERSTANDING # 5
Re: Career Pathing

1. Preamble:

(a) It is recognized that it is in the best interest of the Employer, the employees and the Credit Union membership that:

- a skilled workforce is maintained through timely and adequate training that is necessary to perform current responsibilities;
- development opportunities are made available in requisite skills, knowledge and experience areas which are not needed in an employee's present position but needed in potential future responsibilities or when replacing staff.

(b) Interior Savings Credit Union reaffirms its commitment to the provisions of Clause 11.3(a) of the Collective Agreement which states: The parties recognize that job promotion should increase in proportion to the employee's length of service.

2. Purpose

The purpose of the Career Pathing Program is:

- to promote career advancement for employees interested in taking on new challenges, and
- to increase member service through the provision of a well-trained, flexible workforce.

3. Career Pathing

Career pathing is a part of the Credit Union's comprehensive succession planning initiative and, as such, has been embedded in its performance management system, LEAP Forward. As part of this initiative, employees and managers will meet to discuss career aspirations and create development plans which are tailored to the individual. The goal of the development plan is to assist the employee in preparing for future opportunities for either lateral moves or advancement. Career pathing is normally progressive in nature.

4. Qualifying for Career Pathing Opportunities

Employees interested in career pathing must meet the following criteria:

- (a) Employees interested in career pathing must have at least one year's experience in their current position and be performing the duties of same satisfactorily.
- (b) The employee must have completed all the study requirements for the position currently occupied, as outlined in the Education and Learning Plan for the position.
- (c) The employee must have commenced upon the Education and Learning Plan for the position identified as a career pathing opportunity.

5. Selections for Career Pathing

- (a) Where it can, the Employer will entertain all expressions of interest for career pathing.
- (b) In selecting persons for career pathing opportunities, the relative ability of those expressing interest will be considered; where two or more employees have similar abilities, the employee with the greatest seniority shall be selected. In instances where a more senior employee is not selected for a career pathing opportunity, the Employer agrees that the selected applicant will possess a demonstrable edge in qualifications and ability.

- (c) If, for any reason, the Employer does not select the most senior employee for a career pathing opportunity, she shall, upon request, be given written reasons for such decision within 10 workdays.

6. Pay While Career Pathing

- (a) Career pathing exercises which involve working in another position will be considered training time. Incumbents will receive the rate of pay for their "home" position while participating in a career pathing exercise.
- (b) Thereafter, where the employee performs the principal duties of the position for which she has been trained, she shall receive substitution pay pursuant to Clause 23.4(b).

7. Responsibilities

In order to be successful, the career pathing process requires commitment from both the Employer and the employee.

- (a) *The Employer shall:*
- (1) provide position-specific Education and Learning Plans for all positions.
 - (2) provide opportunities for career development based upon individual plans developed between the employee and the Employer during the annual LEAP Forward process.
 - (3) assist, encourage, mentor and coach employees as part of the normal workplace process.
 - (4) review the progress of employees involved in career pathing through the LEAP Forward process each year under the Core Objective, Self-Development.
- (b) *The employee shall:*
- (1) clearly identify, during the LEAP Forward process, those career pathing opportunities to which she aspires.
 - (2) immediately identify any barriers she encounters related to her career pathing goals and proactively seek solutions with her manager.
 - (3) where career development opportunities are provided, apply herself to obtaining the educational requirements for the position to which she aspires.
 - (4) proactively seek out opportunities to enhance learning and skills as they pertain to career maintenance and/or development.

8. Dispute Resolution

Any unanticipated disputes arising from the application of this Letter of Understanding will be referred to the Joint Union Management Committee for resolutions.

LETTER OF UNDERSTANDING # 6 Re: Voluntary Demotion

The parties agree that it is in the best interests of both employees and the Employer to allow voluntary movement into positions of lesser responsibility.

Employees will be permitted to exercise their seniority to access, without competition, lower-paid vacant positions of six month's duration or longer under the following conditions:

- (a) For the purposes of this Letter of Understanding, the application process for voluntary demotions shall be as described in Clause 11.1, Pre-Posting Procedures, except that it is recognized that the movement being requested is a demotion rather than a lateral transfer.
- (b) In order to be considered qualified, employees must have performed the primary duties of the position posted as defined in the job description.
- (c) Employees appointed under this Letter of Understanding shall be placed on a trial period as described in Clause 11.7(a).
- (d) The hourly rate of an employee accepting a demotion under this Letter of Understanding shall be that of the position the employee has accepted.

Notwithstanding the foregoing, the parties agree that licensed employees are ineligible to apply on temporary demotions under this Letter of Understanding.

LETTER OF UNDERSTANDING # 7
Re: Mentoring Program

Preamble:

From time to time, Interior Savings Credit Union finds itself with a vacancy which it has not been able to fill with an internal qualified candidate. The normal practice is to then search outside the Credit Union. Should the Credit Union not be satisfied with its external searches, it often implements a mentoring program meant to train an unqualified internal candidate who shows potential.

Intention:

The intention of the mentoring program is to assist an employee who shows potential and initiative in reaching his/her career goals. In instances where the Credit Union feels it appropriate, it will offer a mentoring opportunity to the employees of the bargaining unit.

Application Process:

The Employer will invite an expression of interest for the specific mentoring program to all employees in the bargaining unit.

The Expression of Interest will outline the skills, abilities and experience required in order to be considered for the program.

Interested employees will submit their expressions of interest in writing, outlining their qualifications, abilities and attributes relevant to the position as stated in the Expression of Interest. Those skills and abilities will include, but not be limited to:

- current position held by the candidate
- previous experience of the candidate
- performance of the candidate over past, using LEAP Forward results
- self motivation, as evidenced by continuous learning, level of education and training, etc.
- attendance, punctuality, reliability, level of commitment to the job
- demonstration of Quantum Leap principles and adherence to corporate values
- Prevue Tool results, which measures compatibility of the candidate against the competencies required to do the job.

Competition Process:

The Employer will conduct interviews with all applicants meeting the threshold qualifications, as stated in the Expression of Interest.

Selection of the successful applicant will be based on the qualifications and abilities as set out in the invitation for Expression of Interest.

The decision of the Selection Committee will not be grievable.

Make Up of the Mentoring Program:

Candidates in the mentoring program are not qualified for the new position and, as a result, would not be successful in a competition built to determine those skills. The mentoring program uses a process which tries to determine potential and works with the candidate to bring the skill set to the level needed. The Credit Union will do the following to assist the candidate:

- provide a combination of classroom education, on-the-job training and experience and one-on-one coaching
- set in place formal, documented, regular performance reviews, completed by the manager of the work unit involved
- determine the defined window of learning – usually somewhere between three months and one year, depending upon the position. This length of time for the learning window will be established at the time of appointment and will be given to the candidate in writing.

Process if the Candidate is Unable to Master the Position:

If a candidate is not able to master the position, he/she is returned to his/her previous position, with all other employees moving backwards.

Expectations of the Person Being Mentored:

Being mentored requires great dedication and effort on the part of the employee and the managers involved. The employee is expected to:

- Make every effort to complete the studies required of the new position.
- Stay in the workplace throughout the mentoring period. This may involve moving vacation periods, etc.
- Understand that the mentoring program will require some studying on personal time.

Rate of Pay for Employee Being Mentored:

During the first half of the learning window, the employee will be paid at his/her current rate of pay or 90% of the rate for the new job, whichever is greater. Upon completion of the first half of the learning window, the employee will be paid at the rate for the new job.

LETTER OF UNDERSTANDING #8
RE: Seniority List as at October 25, 2007

Name	Hire Date	Adjusted Seniority Date
WAYNES, Lynda	26 July 1984	26 July 1984
SHEMILT, Helen	22 July 1986	22 July 1986
TALMAN, Cathy	15 December 1987	15 December 1987
STEVENS, Carole	28 June 1988	28 June 1988
McKINNON, Darlene	23 May 1992	23 May 1992
WOOTEN, Jean	25 April 1996	25 April 1996
SWENSON, Teri	11 February 1997	11 February 1997
McCARTHY, Angela	14 August 1998	14 August 1998
HUNTER, Leslieanne	15 January 2002	15 January 2002
RINK, Stephanie	16 January 2002	16 January 2002
AGOSTINHO, Margaret	21 February 2003	21 February 2003
THORNE, Carol	18 February 2003	22 February 2003
ZELKO, Kelly	26 February 2003	26 February 2003
WEISS, Joy	21 October 2003	21 October 2003
LIMA, Marly	09 June 2004	09 June 2004
REGAMBLE, Karon	17 March 2006	17 March 2006
MOURA, Ashley	20 March 2006	20 March 2006
ALARIC, Susan	21 November 2006	21 November 2006
ELLAN, Mary Lou	06 September 2007	06 September 2007
HERNANDEZ, Lori	14 January 2009	14 January 2009
BERNHARDT, Kerry	16 January 2009	16 January 2009
BAHNIWAL, Pindie	09 June 2009	08 June 2009
HARACKA, Carly	10 June 2009	08 June 2009
MADER, Brieanne	10 November 2009	10 November 2009
POOLE, Danica	12 November 2009	12 November 2009
BREMNER, Karlee	03 December 2010	03 December 2010
HOY, Holly	04 December 2010	04 December 2010

LETTER OF UNDERSTANDING #9**Re: Article 17.1**

The parties agree to apply the following language, replacing Article 17.1, on the following terms and conditions:

1. The current language of Article 17.1 will be replaced with the following, on a trial basis, based on the terms and conditions as set out in paragraphs 2 to 4 below:

17.1 Salary Continuation

(a) The Employer agrees that, where non-work related illness or injury prevents attendance at work, an eligible employee who works 20 or more hours per week will maintain her basic pay in accordance with the terms of this article.

(b) In each instance of non-work related illness or injury the Employer will continue to pay an eligible employee for up to 10 workdays or until short-term disability benefits are triggered, whichever occurs first.

2. This Letter of Understanding will be in effect until December 31, 2012 or on December 31st of a year in which the Employer provides notice to cancel this Letter of Understanding. The Employer must provide at least six months notice of cancellation under this paragraph.
3. The parties will review the implementation of this Letter of Understanding by June, 2012.
4. If this Letter of Understanding expires, the current language of Article 17.1 will be re-implemented.

LETTER OF UNDERSTANDING #10**Re: Trial Period for Employee in Posted Teller Positions**

1. The parties agree, subject to Clause 3 below, that employee's in "*posted*" teller positions who have passed the trial period under Article 11.7 of the Collective Agreement, while working in posted teller positions are deemed to have passed the trial period if appointed to other posted teller positions.

2. In these circumstances, employees will not be subject to another trial period for other teller positions they work in.

3. Employees who have passed the trial period in temporary teller positions who subsequently revert to casual status for more than six months will be subject to another trial period in future teller appointments.