

SIXTH
COLLECTIVE AGREEMENT

between the

INTERIOR SAVINGS CREDIT UNION
(Local 1705)

and the

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

Effective from March 1, **2006** to February 28, **2009**

INTERIOR SAVINGS CREDIT UNION
CHIEF EXECUTIVE OFFICER: BARRY MECKLER

<p>THOMPSON REGIONAL OFFICE 200-430 Tranquille Road Kamloops, B.C. V2B 3H1 Telephone: 250-376-8833 Fax Number: 250-376-1750</p>	<p>BARRIERE BRANCH Box 860, 621 Barriere Town Road Barriere, B.C. V0E 1E0 Telephone: 250-672-9736 Fax Number: 250-672-5131</p>
<p>CHASE BRANCH Box 81, 814 Shuswap Avenue Chase, B.C. V0E 1M0 Telephone: 250-679-8831 Fax Number: 250-679-3022</p>	<p>CLEARWATER BRANCH Box 2587, 62 Young Street Clearwater, B.C. V0E 1N0 Telephone: 250-674-3111 Fax Number: 250-674-2666</p>
<p>SUMMIT BRANCH 370-1210 Summit Drive Kamloops, B.C. V2C 6M1 Telephone: 250-314-1210 Fax Number: 250-314-3925</p>	<p>VALLEYVIEW BRANCH 7-2101 E.T.C. Highway Kamloops, B.C. V2C 4A6 Telephone: 250-374-6676 Fax Number: 250-374-6645</p>
<p>TRANQUILLE BRANCH 100-430 Tranquille Road Kamloops, B.C. V2B 3H1 Telephone: 250-376-5544 Fax Number: 250-376-5379</p>	<p>ST. PAUL BRANCH 2-444 St. Paul Street Kamloops, B.C. V2C 2J6 Telephone: 250-374-3361 Fax Number: 250-374-8155</p>

Members of this bargaining unit are in BCGEU Component 17, Local 1705

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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) **"regular full-time employee"** -- meaning an employee hired to work on a regular full-time basis in a regular continuing position;
 - (2) **"regular part-time employee"** -- meaning an employee who is hired to work less than regular full-time in a regular continuing position, having hours sufficient to meet benefit carrier eligibility requirements;
 - (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 additional workloads during peak periods of business.

The Employer agrees that the number of regular part-time and casual employees will be kept to a minimum so as to ensure that the need for regular full-time employees is not reduced.

- (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 or a reduction in hours as a result of a reduction of the amount of 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 all newly-hired employees shall be considered probationary for ninety (90) calendar days.
- (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) **"Spouse"** means a person of the same or opposite gender to whom the employee is legally married or 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 (1) year.
- (m) **"Union"** means the B.C. Government and Service Employees' Union (BCGEU).
- (n) **"Workday"** is a period of twenty-four (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 Discrimination and 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 meets 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 "Harassment in the Workplace" 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 (6) months of the alleged occurrence to the first excluded level of management not involved in the matter. Within five (5) 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 ten (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 twenty (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 (3) 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 (5) 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 B.C. 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.

1.4 Gender/Singular and Plural

In this Agreement whenever the female pronoun is used, it shall be deemed to include the male pronoun or vice versa and, likewise, whenever the singular is used it shall be deemed to include the plural, as the context requires.

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.
- (b) The Employer agrees that all bargaining unit positions in new Branches or offices shall be filled in accordance with Article 11, Career Development & Job Postings, and, further, that the terms and conditions of this Agreement will apply to any new Branch or office for a period of ninety (90) days.

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 to whom the certification, issued by the Labour Relations Board on September 2, 1981, and thereafter amended, 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 thirty (30) days as an employee (subject only 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:
 - (1) Chief Executive Officer, Interior Savings Credit Union
300-678 Bernard Avenue, Kelowna, B.C. V1Y 6P3.
 - (2) a copy will be forwarded to the appropriate Manager.
- (b) in the event of correspondence sent to the Union:
 - (1) B.C. Government and Service Employees' Union,
353 Tranquille Road, Kamloops, B.C. V2B 3G4
 - (2) a copy will be forwarded to the Bargaining Unit Chairperson.

2.4 Exclusions

- (a) The Parties agree that the following positions are excluded from the bargaining unit:
 - (1) Regional Manager of Operations;
 - (2) Regional Coordinator, Human Resources Services;
 - (3) Human Resources Officers (2);
 - (4) Executive Secretary/Coordinator, Benefits;
 - (5) Branch Managers (7);
 - (6) Assistant Branch Managers (2).

(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.

2.5 Bargaining Unit Work

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

2.6 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.

2.7 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.

2.8 Recognition & Rights of Stewards

- (a) The Employer shall recognize:
 - (1) For each location covered by the Union's certification, including Administration, one (1) Steward and one (1) Alternate Steward selected by the Union. Alternates shall function only in the absence of the Steward.

- (2) Bargaining Unit Chairperson – one (1) only.
 - (3) Alternate Bargaining Unit Chairperson – one (1) only, it being understood that such 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 her normal duties, the Steward shall notify her supervisor. It will not be the intention of the Union to conduct Stewards meetings during normal working hours.

2.9 Bulletin Boards

Bulletin boards will be supplied at each business location out of view of the public. The Union will be allowed to post notices approved by the Bargaining Unit Chairperson on these bulletin boards provided they are not of a derogatory nature to the Employer.

2.10 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.

2.11 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 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.

2.12 Time Off for Union Business

- (a) As operational requirements permit, leave of absence without pay and without loss of seniority shall be granted:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
 - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;
 - (4) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board;
- (b) Leave of absence, without loss of pay and seniority, shall be granted to up to three (3) 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 of absence.
- (c) 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.

2.13 Bargaining Unit Information

The Employer agrees to provide the Union such statistical information as may be 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 fifteenth (15th) day of the subsequent month, together with the following information: Social Insurance Number, Employee Name, Classification, Gross Pay, Dues, 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 (5) days of employment of all new employees.

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 fifteen (15) minutes sometime during the first thirty (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 in accordance and within 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, and shall be exercised in future, with the exception of those management rights that are limited by this Collective Agreement.
- (d) The Parties acknowledge that there are obligations and duties for Directors of the Employer, which relate specifically to Credit Unions, which arise out of various statutory authorities. Nothing

contained herein, which has been bargained in that context, is intended to conflict with or limit those obligations and duties. It is intended that where it appears that such a conflict exists, it is the intent of the Parties that they mutually resolve such conflict, whether it arises out of existing or future statutory authority.

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

(f) 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

6.1 Establishment of Committee

(a) The Parties agree to the establishment of a standing committee, called the Joint Union-Management Committee, the purpose of which is to encourage communication at regular intervals, solve problems, or potential problems before they become a grievance, and to discuss any subjects of mutual interest arising out of this Collective Agreement.

(b) The Employer shall select up to three (3) management persons and three (3) alternates to represent it on the Joint Union-Management Committee.

(c) The Union shall select up to three (3) members and three (3) alternates to represent it on the Joint Union-Management Committee. The Parties further agree that a local Staff Representative of the Union may also attend pursuant to Clause 6.1(f) below.

(d) It is understood that such alternates shall function only in the absence of the standing committee members; and that the Union alternates have been authorized to function by the Bargaining Unit Chairperson.

(e) No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its representatives and, similarly, the Employer shall supply the Union with a list of its representatives to the Committee.

(f) Where it is mutually agreed one (1) additional Union and/or management person may be added to the committee to act as an advisor, it is being understood that time spent by the Union advisor will not be reimbursed by the Employer.

6.2 Meetings of Committee

The Joint Union-Management Committee shall meet as required. Such meetings will normally be scheduled during regular working hours, and those persons designated by the Union [not to exceed three (3) persons] shall not suffer loss of pay in the performance of her duties under this Article. Time spent by this committee beyond the regular working hours shall not be reimbursed by the Employer.

6.3 Chairperson of Committee

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

6.4 Jurisdiction of Committee

Either Party has the right to refer any matter or proposal discussed at the Joint Union-Management Committee 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 or any other matter of collective bargaining, including the administration of this Agreement.

6.5 Mandate of Committee

Without restricting the generality of Article 6, the Joint Union-Management Committee shall deal with:

- (a) occupational health and safety;
- (b) planned changes in the operations of the Employer;
- (c) the creation of new job classifications;
- (d) opening of a new Branch or office;
- (e) closing of a Branch or office or the relocation of existing work;
- (f) on-the-job training program and workload issues;
- (g) compassionate transfer requests;
- (h) leave requests pursuant to Clause 18.4(b);
- (i) job descriptions;
- (j) alcohol and drug abuse;
- (k) review of benefit package provisions;
- (l) technological change pursuant to Clause 21.2;
- (m) the work accommodation of handicapped or injured workers;
- (n) the Corporate Harassment Policy and Clause 1.2;
- (o) the Corporate Violence in the Workplace Policy and Clause 20.8.

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 thirty (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 fourteen (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 fourteen (14) calendar days after the decision has been conveyed by the representative designated by the Employer to handle grievances at Step 2 or within fourteen (14) calendar days after the Employer's reply was due.

7.6 Step 3 Reply

(a) Within fourteen (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 twenty-one (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 thirty (30) calendar days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration. A submission of such a difference or allegation to arbitration shall be by Xpresspost, facsimile transmission, courier or other mutually agreeable means.

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 forty (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 thirty (30) calendar days of the date on which the suspension occurred, or within thirty (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 an arbitration will take place within six (6) 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 thirty (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 thirty (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 fifteen (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 the 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 (7) days.

8.4 Costs

Each Party shall pay their own costs and expenses of the arbitration and one-half (½) 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 (5) calendar days of the action being taken.

(c) A rejection during 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 provided the factors involved in suitability could reasonably be expected to affect work performance.

(d) An employee's probationary period may be extended by 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 Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in her file, she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her personnel record. 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 two (2) years from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

9.3 Right to Have a Steward Present

(a) An employee shall have the right to have 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 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 Personnel File

For the purposes of investigating a grievance, an employee or the President of the Union (or designate), with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

9.5 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 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.

9.6 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 (3) workdays to read and review the appraisal.

(b) The appraisal form shall provide for the employee's signature in two (2) 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 and explain the system and criteria for evaluation.

ARTICLE 10 - SENIORITY

10.1 Seniority Defined

Employees shall be credited with service seniority on the following basis:

- (a) *"Seniority for regular full-time employees"* shall mean length of continuous service with the Employer and its predecessors.
- (b) *"Seniority for regular part-time employees"* who were employees of record prior to March 1, 1991 was, effective March 1, 1991, determined by the Parties on the basis of a prorated seniority start date calculation. Seniority for regular part-time employees who commenced employment on or after March 1, 1991 shall be determined from the employee's date of hire.

10.2 Maintenance of Seniority

- (a) An employee on any authorized leave under the Collective Agreement, including annual vacation, will maintain her seniority date.
- (b) An employee laid off and placed on the recall list under Clause 12.6 will retain her seniority date 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 her seniority date for a period of six (6) calendar 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) 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 2.5.

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, terminates her employment.
- (c) is discharged for just and reasonable cause.
- (d) is on layoff in excess of her contractual right as established in Clause 12.6.
- (e) is absent without leave for more than three (3) workdays without reasonable excuse.

10.4 Reemployment

Where an employee resigns her position and where the Employer agrees to rehire her within ninety (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 reemployment, all provisions and rights in relation to seniority and other fringe benefits.

10.5 Status Change

When an employee's status changes she shall retain her seniority date.

10.6 Seniority Lists

The seniority list will be made available by the Employer at such times as may be required for the administration of this Agreement.

10.7 Determination of Senior Employee

Where two (2) or more employees have the same seniority date, their relative seniority shall be determined by chance.

10.8 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 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 reemployment the employee shall be credited with length of service accumulated at 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 (5) years of full-time service seniority, or with five (5) 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 (1) year and during that time the employee must not have been engaged in remunerative employment;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on reemployment.

Former employees who meet the conditions outlined above can apply for internal postings when applying for reemployment. 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 - CAREER DEVELOPMENT & JOB POSTINGS

11.1 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 or when replacing absent staff.
- (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) When an employee completes a job-related course on her own time as approved in advance by the Employer, the Employer will reimburse one hundred percent (100%) of the cost of this course to the employee. This reimbursement will be made as follows:
- (1) fifty percent (50%) upon registration;
 - (2) fifty percent (50%) upon successful completion of the course.
- (e) When the Employer requests an employee to attend a Credit Union related course or courses, the Employer will pay one hundred percent (100%) of the cost upon registration.
- (f) 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.
- (g) Where the Employer requests 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.

11.2 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, updates will be distributed in a timely fashion.

11.3 Pre-posting Procedures

Regular vacancies of sixty (60) calendar days or greater and new regular positions which the Employer decides to fill shall, subject to Clause 25.7, 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 provisions, the Employer will post for a period of three (3) workdays in all Branches or offices for the purposes of a lateral transfer opportunity. Employees who are absent for a period not exceeding sixty (60) calendar days by reason of authorized leaves 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 sixty (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 (e.g. 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 at or 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.

11.4 Job Postings

- (a) The vacancy shall be posted for a period of five (5) workdays in all Branches and offices, with a copy to the local BCGEU office.
- (b) All applications for the posted position must be filed with the Employer by the end of the fifth workday, on forms supplied by the Employer
- (c) Employees who are absent for a period not exceeding sixty (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. If the absent employee is successful in her job bid, the vacancy may be filled on a temporary basis until her return. Bids submitted under this provision shall only apply for sixty (60) calendar days or until the employee returns, whichever is less.

11.5 Appointments

- (a) The Parties recognize that job promotion should increase in proportion to the employee's length of service.
- (b) The matters to be considered in determining 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.
- (c) In selecting persons for job vacancies the relative ability of those bidding will be considered; where two (2) 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 job posting, the Employer agrees that the successful applicant will possess a demonstrable edge in qualifications and ability.

11.6 New Hires

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.

11.7 Notification

- (a) Whenever possible, all posted vacancies shall be filled within thirty (30) workdays after the completion of the closing date.
- (b) The names and classifications of successful applicants shall be posted on all Union bulletin boards and a copy of this notice shall be faxed to the local BCGEU office.

11.8 Competition Appeal

- (a) Where the senior applicant is not selected she shall, upon request, be given written reasons for such decision within ten (10) workdays.
- (b) Where a grievance arises in relation to a job posting award, it shall proceed pursuant to the provisions of Article 7.
- (c) Unsuccessful candidates may schedule a meeting within five (5) 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.
- (d) Where a grievance is filed pursuant to Article 7, during the Step 2 meeting, the Employer shall provide the Union with copies of all interview materials, notes, reconciliation forms and recordings utilized or produced during the panel process for the grievor.

11.9 Probationary and Trial Period

- (a) All newly-hired employees shall be considered probationary for ninety (90) calendar days.
- (b) All non-probationary employees who secure a position through the operation of this Article shall have a trial period of sixty (60) 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.

11.10 Transfers

- (a) No employee shall be forced to move or to transfer on a permanent or temporary basis 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 sixty (60) workdays, unless extended by agreement through the **Joint Union-Management** Committee.

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 (5) 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 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.

11.11 Workload and Vacancy Coverage

- (a) The Parties agree that the delivery of quality services to the Credit Union membership is a mutual commitment and objective of both Parties. The maintenance of sufficient staffing levels and the identification of ongoing training needs are acknowledged as critical components for the delivery of quality services.
- (b) Where operational concerns or workload issues arise, it is agreed that it is in the best interest of both parties to encourage open discussion at the Branch and department levels and to adopt a problem solving approach to such concerns. Where such discussions fail to adequately address the concerns, matters shall be referred to the joint Labour Management Relations Committee for resolution.

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 within the seniority blocks listed below:

Barriere	Chase	Clearwater	Kamloops (all locations)
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- (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 members of the seniority block 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 sixty (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

Regular full-time employees and regular part-time employees shall be given three (3) weeks' notice of layoff or three (3) weeks' salary in lieu of notice.

12.3 Retraining and Familiarization

(a) In instances where the person to be laid off has five (5) 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 sixty (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 regular full-time and regular part-time employees. Where options contained in (a)(6) or (a)(7) 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 (5) 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 fill a vacancy, at the same or lower salary level, in another seniority block, for which she is qualified; or
 - (5) to displace a less senior employee within another seniority block providing she is qualified to perform the job functions; or
 - (6) to be placed on the recall list pursuant to Clause 12.6; or
 - (7) to claim severance pay pursuant to Clause 12.7.

- (b) A regular full-time or regular part-time employee affected by layoff who has less than five (5) years of service may select from the options contained in Clauses 12.4(a)(1), 12.4(a)(2), 12.4(a)(6), and 12.4(a)(7).
- (c) Regular part-time employees will not be allowed to exercise their seniority to displace a regular full-time employee or to claim a regular full-time vacancy. Regular part-time employees may exercise displacement rights in relation to regular part-time or casual work. Regular full-time employees may exercise their seniority to displace employees or claim available work for which they are qualified that is regular full-time, regular part-time or casual in nature.
- (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 (5) 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 (3) workdays. Approval will not be unreasonably withheld.
- (g) In accordance with Clause 12.4(c) and for the purposes of Clauses 12.4(a)(2) and (a)(5), the employee to be displaced will be the least senior employee in the same or lower classification in an alternate seniority block (the seniority block will be designated by the employee) or the employee to be displaced will be the least senior employee, in a lower classification for which the laid off employee is qualified, in her own seniority block.
- (h) This procedure must be completed within two (2) 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 (1) 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 (6) months.
- (b) An employee with greater than one (1) 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 (1) year.
- (c) An employee with greater than five (5) 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 eighteen (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 regular full-time or regular 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 25.4(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 (3) 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 regular employee shall have the right to elect casual work assignments, pursuant to Article 25, 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) A regular 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 regular full-time employees and regular part-time employees who are working a regular schedule and are laid off. The amount of severance pay shall be one (1) week at the employee's current salary for each year of service to a maximum of twenty-six (26) 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 ninety (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

(a) For the purposes of this Article it is recognized that the standard workweek in the Kamloops seniority block shall be thirty-seven (37) hours, Monday to Saturday according to each Branch schedule. The standard day shall consist of not more than eight (8) hours per day between the hours of 8:00 a.m. and 9:00 p.m.

(b) The standard workweek for Branches in the other seniority blocks shall consist of thirty-five and one-half (35½) hours, Monday to Saturday according to each Branch schedule. The standard day shift shall consist of seven and one-half (7½) hours per day between the hours of 8:00 a.m. and 9:00 p.m.

- (c) The standard day shift and standard workweek is not intended to be a guarantee of hours of work.

13.2 Minimum Payment

Where an employee commences work she shall receive a minimum of three (3) hours' pay at her regular rate unless:

- (a) her work is suspended for reasons beyond the control of the Employer; or
- (b) her attendance is required at a meeting or training session called by the Employer, or
- (c) the duration of the work assignment is known in advance by the employee and the employee has agreed to work lesser hours;

in which instances such an employee shall be paid for all hours worked with a minimum of two (2) hours' pay at her regular rate.

13.3 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 changes in starting and quitting times of shifts, the Employer agrees to give at least fifteen (15) workdays' notice of any change to the Joint Union-Management Committee.

- (b) It will not be the intent of the Employer to work employees six (6) consecutive days. The Employer shall, for all regular full-time and regular part-time employees, schedule two (2) consecutive days off.

13.4 Meal Period

A one (1) hour lunch period will be provided and taken within the three (3) middle hours of a regular workday of more than six (6) hours worked; precise time to be arranged between the Employer and the employees.

13.5 Rest Periods

Two (2) relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be provided without loss of pay. Regular part-time and casual employees will be entitled to the following:

- (a) two (2) to four (4) hours worked – one (1) fifteen (15) minute rest period;
- (b) in excess of four and one-half (4½) hours worked – two (2) fifteen (15) minute rest periods.

Notwithstanding the foregoing, the Friday afternoon relief period shall be twenty (20) minutes for Branch employees.

13.6 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 regular full-time employee in excess or outside of 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 (1½) 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 (1½) the employee's straight-time hourly rate for the first two (2) hours and two (2) times the straight-time hourly rate thereafter.
- (b) Time worked by an employee on the employee's scheduled day off shall be paid at time and one-half (1½) the employee's straight-time hourly rate for the first two (2) hours, and two (2) times the straight-time hourly rate thereafter.
- (c) Time worked on a Sunday shall be paid for at two (2) times the employee's straight-time hourly rate.
- (d) Time worked on a holiday provided for in Article 15, or a day in lieu of such holiday shall be paid for at two (2) times the employee's straight-time rate plus one (1) day's regular wages.

14.4 Overtime Meal Allowance

An employee who works overtime beyond a regular shift shall be given the option of a suitable, wholesome hot meal supplied by the Employer or payment of one-third (1/3) of the daily meal allowance per Clause 23.6(c), and a one (1) hour paid meal period in which to eat the meal at her straight-time hourly rate of pay, provided the overtime is in excess of two (2) hours' work. The meal period may be taken before, during, or after the overtime work, as may be mutually agreed.

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 (3) 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 Overtime Payment

Overtime shall be compensated in cash.

ARTICLE 15 - PAID HOLIDAYS

15.1 Paid Holidays

The Employer agrees to provide all regular full-time and regular part-time employees with the following statutory holidays, without loss of regular pay:

New Year's Day	Canada Day	Remembrance Day
Good Friday	British Columbia Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Queen's Birthday	Thanksgiving 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 regular full-time and regular part-time employees who have completed one (1) year of service shall be granted one (1) additional paid holiday each year to be scheduled in accordance with Clause 16.6(c).

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 ninety (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 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 concurrent with that period of vacation or such other mutually agreed upon time. This is to be scheduled in accordance with Clause 16.6(c).

15.4 Conversion of Hours

- (a) *Lieu Days*: Where an employee is granted a lieu day pursuant to Article 15, the time off granted per lieu day shall be in accordance with the current length of the scheduled workday.
- (b) *Designated Paid Holidays*: Where an employee is granted a designated paid holiday pursuant to Article 15, the time off granted per designated holiday shall be in accordance with the current length of the scheduled workday.

ARTICLE 16 - ANNUAL VACATION

16.1 Definition of Terms

For the purpose of this Article, the "*calendar year*" shall mean the twelve (12) month period from January 1st to December 31st inclusive.

16.2 Vacation Schedule for First Incomplete Year

Each employee shall receive during the first incomplete year (first calendar year) of service five-sixths (5/6) of a workday's credit for each month worked prior to December 31st with the right to take days in one (1) week blocks as they are accumulated.

16.3 Annual Vacation Entitlement

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

- (a) Each employee in her second calendar year of service shall receive two (2) weeks' paid vacation. Pay for such vacation shall be at the employee's current salary or four percent (4%) of gross earnings for the period in which vacation was earned, whichever is greater.
- (b) Each employee in her third and fourth calendar year of service shall receive three (3) weeks' paid vacation. Pay for such vacation shall be at the employee's current salary or six percent (6%) of gross earnings for the period in which vacation was earned, whichever is greater.
- (c) Each employee in her fifth to ninth calendar year of service shall receive four (4) weeks' paid vacation. Pay for such vacation shall be at the employee's current salary or eight percent (8%) of gross earnings for the period in which vacation was earned, whichever is greater.
- (d) Each employee in her tenth to nineteenth calendar year of service shall receive five (5) weeks' paid vacation. Pay for such vacation shall be at the employee's current salary or ten percent (10%) of gross earnings for the period in which vacation was earned, whichever is greater.
- (e) Each employee in her twentieth calendar year of service and thereafter shall receive six (6) weeks' paid vacation. Pay for such vacation shall be at the employee's current salary or twelve percent (12%) of gross earnings for the period in which vacation was earned, whichever is greater.
- (f) Each employee in her fifteenth calendar year of service shall, in addition to regular vacation, receive on a one-time basis only, an additional five (5) weeks with full pay. Such vacation is to be taken within two (2) years of being eligible.

The employee's years of service, not seniority, shall determine the employee's entitlement under the terms of this Article.

16.4 Winter Vacation Bonus

- (a) An additional twenty percent (20%) vacation time will be granted if an employee elects to take her vacation period during the period beginning at the start of the third full week of October to and including the end of the first 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 (1) week blocks. Winter vacation bonus must be taken at the time of vacation.
- (b) Employees applying for vacation to be taken between January 1st and February 15th must circulate a vacation waiver form to those employees senior to them to ensure that a senior employee does not wish the block of time requested.

16.5 Regular Part-time Employee Vacation Leave and Pay

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

- (b) Subject to Letter of Understanding #1, regular part-time employees shall be paid out their vacation pay on each pay cheque in lieu of payout during approved periods of vacation leave.

16.6 Vacation Scheduling

Other than in the first incomplete calendar year, as of January 1st, each employee shall have one (1) full calendar year's entitlement available to her to take any time within that calendar year. Senior employees shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in two (2) periods or more, instead of one (1) unbroken period, may do so subject to the following:

- (a) Subject to section (e) below, the periods are a minimum of one (1) full week or multiples of a full week. It is understood that employees will not be required to extend their vacation blocks by an additional day for each statutory holiday occurring during a period of vacation. For the purposes of this clause, a week is considered to be the normal business week in operation at the Branch or office.

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

- (c) The Employer will post a vacation schedule by **September 1st** of each year **for the next calendar year** and the employees shall select all their vacation periods, including their floating holiday described in Clause 15.1, by **October 31st**. All vacations so selected by this time shall be confirmed by the Employer by **November 15th**. 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 **October 31st** is to be disallowed, however, such time shall be scheduled subject to operational requirements.

- (d) Further, section (c) above shall not be so construed to imply that vacation selected by **October 31st** cannot be amended, at a later date, subject to operational requirements.

- (e) All employees with scheduled vacation leave pursuant to Clause 16.6 may, throughout the calendar year, seek to modify one (1) block of five (5) 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 18.6 and reviewed and approved/denied accordingly.

16.7 Vacation During Peak Work Periods

Subject to the provisions of this Article, it is the intent of the Parties that no employee shall be restricted in the time of year she chooses to take her vacation entitlement. However:

- (a) During the "**peak work periods**", defined as the beginning of the second full week of December to and including the end of the first full week of January, and the beginning of the first full week of February to and including the end of the first full week of March, no more than two (2) employees per Branch shall normally be granted vacation time at any one time.
- (b) At all other times during the year no more than forty percent (40%) of the staff shall be permitted to schedule vacation leave at one time per Branch, with the understanding that no more than one (1) Loan Interviewer/Officer shall be permitted to be away at any one time.

16.8 Vacation Carryover

- (a) An employee may carry over up to five (5) days' vacation leave per vacation year to a maximum accumulation of five (5) days at any one time.

(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 31st shall not be considered vacation carryover, nor as a seniority choice for the subsequent vacation year.

16.9 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.

16.10 Termination

(a) An employee terminating her employment shall receive her vacation entitlement less any actual vacation time taken, other than in the case of retirement in accordance with the provisions of Clause 23.8.

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

16.11 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 no dependant, to the employee's estate.

ARTICLE 17 - ILLNESS AND INJURY

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 twenty (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 ten (10) workdays or until Short-Term Disability Benefits are triggered, whichever occurs first.

17.2 Joint Review

The Parties to this Agreement recognize the responsible manner in which sick leave provisions have been historically utilized by employees and the Parties agree to cooperate in attempting to ensure the preservation of the benefits described in Clause 17.1. To this end, the **Joint Union-Management** Committee shall monitor the use of these benefit provisions and make recommendations it deems appropriate on such matters as benefit carriers, wellness initiatives, and the like, to the bargaining principals.

17.3 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 the emergency, paid leave of up to five (5) days per calendar year pursuant to this Article may be used by the employee to care for the child.

17.4 Short-Term Disability

Short-Term Disability Benefits are payable pursuant to the terms **Article 22**.

17.5 Long-Term Disability

- (a) Long-Term Disability Benefits are payable pursuant to the terms of **Article 22**.
- (b) An employee in receipt of Long-Term Disability Benefits shall be considered an employee for the purposes of all health and welfare benefit plans. Employees will not be covered by any other portion of the Collective Agreement but will retain the right of access to the **Joint Union-Management** Committee pursuant to Article 6 and will retain seniority rights should they return to employment within six (6) months following cessation of Long-Term Disability Benefits.
- (c) Such employees shall retain seniority rights in the same manner as if they were not absent for all purposes including, but not limited to, the determination of their vacation year. Where employees return to work following an absence on Long-Term Disability they shall have all rights under the Collective Agreement; however, payment for vacation leave scheduled in that year will be based on the appropriate percentage of salary earned since date of return and, where applicable, previous vacation leave earned but not taken in advance of their absence on leave.
- (d) A vacancy created as a result of a regular employee's absence on Long-Term Disability or Workers' Compensation Benefits shall be considered a regular vacancy for the purpose of Clause 11.4 on the date the employee is determined to be permanently disabled from her own occupation.

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 her regular rate of pay, for up to five (5) 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, parent and parent's spouse, **legal ward of the employee**, child, step child, foster child and **child's spouse**, sibling, mother-in-law, father-in-law, grandparent (**including in-laws**), grandchildren, **spouse's grandchildren, sister-in-law and brother-in-law**.
- (c) Where established ethno cultural or religious practices provide 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 a one (1) year period.

18.2 Family Illness 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 (1) 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 (2) additional days' paid leave if travel is required to visit the place of residence.

18.3 Full-time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay to two (2) employees in the bargaining unit at any given time:

- (a) for employees to seek election in a Municipal, Provincial, or Federal election, for a maximum period of ninety (90) days;

- (b) 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 (1) year;
- (c) for employees elected to a full-time federal, provincial, or municipal office for a maximum period of five (5) years;
- (d) 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 (2) years and shall be renewed upon request.
- (e) seniority shall be maintained while on such leave and no benefit entitlements shall accrue while on such leave.

18.4 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, on the employee's days of rest or outside of normal work hours. Where an employee must attend a medical or dental appointment during working hours, every effort must first be made to obtain such appointments or care within the surrounding community. An absence of up to two (2) hours from the workplace will be paid. An employee attending such appointments outside the surrounding community during working hours is expected to report to work, provided at least one (1) hour of her normal shift can be worked prior to departure. If medically able, employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remain to be worked.
- (b) In instances where medical or dental services are not available within the City of Kamloops, such care and treatment shall be scheduled, where possible, on the employee's days of rest, or outside of normal work hours. Where such care and treatment must take place during work hours, with prior approval, employees shall be allowed the necessary time, including travel and treatment time, up to a maximum of three (3) days' paid leave per year to receive medical and dental care at the nearest medical centre for the employee, her spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. Where additional leave is required, the matter will be referred to the **Joint Union-Management** Committee.
- (c) In instances where an immediate family member who permanently resides in an employee's household, or with whom the employee permanently resides, is required to have surgery or medical attention which requires supervision or assistance, and when no other immediate family member is available to provide that supervision or assistance, then the employee shall be entitled to up to one (1) day's paid leave per year for this purpose.

18.5 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 her regular earnings while serving at court shall remit to the Employer all monies paid to 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 (2) 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 (1) 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 seven and one-half (7½) hours (for positions outside the Kamloops seniority block) or eight (8) hours (for positions inside the Kamloops seniority block) shall be considered overtime and paid as such.

18.6 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 or other legitimate personal reasons on advance written request from the employee for a period of up to ninety (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 ten (10) workdays 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 five (5) workdays of receipt of the request.
- (d) The leave of absence shall not be charged against other paid leave entitlements or annual vacation.

18.7 Compassionate 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*, 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.

18.8 Other Religious Observances

- (a) Employees who are members of non-Christian religions are entitled to up to two (2) 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 (2) weeks' notice is required for leave under this provision. Where two (2) 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.

18.9 Abandonment of Position

An employee shall be deemed to have terminated her employment where she fails to return from an authorized leave of absence without reasonable cause.

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 (4) 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 (4) weeks' notice of such change unless there is a valid reason why such notice cannot be provided.

19.2 Maternity Leave

- (a) An employee will be granted leave for a period not longer than seventeen (17) weeks subject to other provisions in this Article.
- (b) The period of maternity leave shall not normally commence earlier than eleven (11) weeks before the expected date of delivery and end no earlier than six (6) weeks following the actual date of birth unless the employee requests a shorter period.
- (c) A request for shorter period under Clause 19.2(b) must be given in writing to the Employer at least one (1) month before the date that the employee indicates she intends to return to work. The employee must furnish 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 thirty-seven (37) weeks following the birth or adoption of the employee's child. The employee shall have to 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 thirty-seven (37) weeks' parental leave between them.
- (c) Upon application, employees 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 fifty-two (52) week period following the birth of the child;
 - (3) in the case of an adopting parent, commencing within the fifty-two (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 (5) weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

19.4 Aggregate Leave

The aggregate amount 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 fifty-two (52) weeks, except as provided under Clauses 19.3(d), 19.6(b) or 19.7.

19.5 Seniority Rights and Benefits Entitlements

- (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 vacation leave entitlement and Registered Retirement Savings Plan, Medical, Extended Health, Dental, Group Life, Short-Term and Long-Term Disability Benefit Plans, and the Employee Assistance Plan, and the Employer shall continue to make payment to the plans in the same manner as if the employee were not absent where:
 - (1) the Employer pays the total cost of the plan, or

(2) the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the Employer and employee.

(b) Vacation entitlement earned but not taken prior to the leave, and vacation entitlement earned during the leave, shall be appended to the leave.

19.6 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.

19.7 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 shall meet to negotiate mutually agreeable provisions to satisfy the change in legislative requirements.

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 as set out in this Article and in the Employer's Corporate Occupational Health and Safety Policy as updated from time to time.

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 Manager of Human Resources 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:

- (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 Manager of Human Resources 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 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 (2) 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 Manager of Human Resources. 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 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 Manager of Human Resources 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 (1) Health and Safety Committee representative designated by the BCGEU and one (1) 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 Manager of Human Resources 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 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 the classification of positions.

21.2 Implementation Procedures for Technological Change

- (a) The Union representatives on the **Joint Union-Management** Committee will receive written notice at least two (2) months prior to the proposed change. The written notice will provide the following information:
- (1) the nature of the change(s);
 - (2) the anticipated date(s) on which the Employer plans to effect change(s);
 - (3) the location(s) and number(s) of employees likely to be directly affected.
- (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 shall, on request, meet with the individual employees affected by such introduction to review possible options available to the affected employees.

21.3 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. The retraining period shall be in accordance with Clause 12.3.

21.4 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 12.4.
- (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 within the same- or lower-paid classifications.
- (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 her severance pay as provided in Clause 12.7 at time of termination or expiration of recall.
- (d) **Those regular employees who, through workforce adjustment select placement on the casual roster, shall be eligible for MSP coverage such that the Employer maintains payment of fifty percent (50%) of the premium cost for single, couple or family coverage for such employees.**

21.5 Salary Protection

A regular full-time and a regular part-time employee directly affected by technological change, who displaces into a lower-paid classification, shall be paid at the rate of pay established in Appendix A for the job but shall, in addition, receive a lump sum payment in the amount of the difference between her former rate of pay and the lower rate for a projected twelve (12) month period [calculation to be based upon hours equivalent to the hours worked by the employee in the preceding twelve (12) month period].

ARTICLE 22 - HEALTH AND WELFARE**22.1 Full-Time Employees**

(a) *Eligibility:* All regular 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 the probationary period.

(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 Insurance;
- Short-Term Disability (STD);
- Long-Term Disability (LTD);
- Employee and Family Assistance Plan (EFAP)
- Dental Plan:
 - Seventy-five percent (75%) Part A (Basic Preventative);
 - Seventy-five percent (75%) Part B (Major Restorative);
 - Fifty percent (50%) Part C (Orthodontics).

(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 Insurance	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 regular part-time employees shall become eligible for coverage under the Employer's Corporate Benefit Plans on the first day of the month following completion of the probationary period.

(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 Insurance;
- Short-Term Disability (STD);
- Long-Term Disability (LTD);
- Employee and Family Assistance Plan (EFAP)
- Dental Plan:

- o Seventy-five percent (75%) Part A (Basic Preventative);
- o Seventy-five percent (75%) Part B (Major Restorative);
- o Fifty percent (50%) Part C (Orthodontics).

(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 Insurance	100%	
Short-Term Disability Plan	100%	
Long-Term Disability Plan	100%	
Dental Plan 3	50%	50%
EFAP	100%	

22.3 Benefits on Layoff

For regular full- and part-time employees who have benefit coverage, as per Clause 22.1, 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 (1) year of service.....to date of layoff, minimum two (2) weeks;
- (b) one (1) to five (5) years' service.....one (1) month;
- (c) five (5) to ten (10) years' service.....two (2) months;
- (d) ten (10) years' service and over.....three (3) months.

N.B. 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.

22.4 B.C. Credit Union Employees' Pension Plan

Participation in the B.C. Credit Union Employees' Pension Plan shall be subject to the terms of Letter of Understanding 2.

22.5 Benefits Upon Retirement

An employee with benefits who elects to retire and who meets the criteria set out in Clause 23.8 shall be entitled to maintain coverage for herself and her family on the Medical and Extended Health Care Plans for a period of six (6) months following date of retirement.

22.6 Employee and Family Assistance Program

All employees and their dependants shall be covered under a mutually agreed upon 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.

22.7 Health and Welfare Plans

- (a) A copy of the master contracts with the carriers for all health and welfare plans shall be provided to the President of the Union (or designate).
- (b) Where the Employer contracts with alternative benefit carriers or amends its carrier policies during the life of this Agreement, any change or replacement policies shall provide comparable benefit levels and there shall be no change to the eligibility provisions for current employees.

(c) Where the Parties to this Agreement agree that any of its carriers is avoiding its obligations to provide contracted benefits, or is unnecessarily delaying the acceptance of submitted claims, it is agreed that the Parties will make joint submissions to the carrier and may reconsider the viability of maintaining the carrier.

22.8 Taxable Benefit

In the event that the Canada Customs and Revenue Agency rejects the Wage Replacement Plans (STD and/or LTD) as “employee pay-all plans”, the levels of coverage extended to eligible employees will revert to the levels set out under the **Fourth** Collective Agreement (March 1, 1999 to February 28, 2002).

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) A red-circled employee who is transferred into a position by promotion or lateral transfer under Article 11 (Career Development & 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 she is assigned to do so in writing. Such written notice shall specify the start date and 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 of equal salary shall receive the current rate for the job as set out in Appendix A of this Agreement.

(b) Employees recalled who accept a position in a lower-paid classification than their former position shall be paid at the salary rate for that job as set out in Appendix A of this Agreement.

(c) An employee who transfers to a position in a lower job classification 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 her seniority block, 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.
- (c) Meal allowances paid to such employees shall be:
- | | |
|-----------------|----------------------------|
| Breakfast | nine dollars (\$9); |
| Lunch | fifteen dollars (\$15); |
| Dinner | twenty-six dollars (\$26). |

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.

- (d) Where the Employer requires that an employee referenced in Clause 23.6(a) temporarily relocates to a community within an alternate seniority block, the Employer shall reimburse the employee for receipted accommodation costs incurred. An advance, for this purpose, shall be supplied at the employee's option. Where such employees alternately choose to obtain private accommodation within the community they shall be entitled to an allowance of fifteen dollars (\$15) per night.

23.7 Additional Expenses

Where employees might incur extraordinary expenses by reason of attending Employer-required events then, prior to the event, discussions should take place to resolve the matter.

23.8 Retirement Bonus and Pre-retirement Leave

- (a) An employee with benefits who elects to retire between ages fifty-five (55) and sixty-five (65) who has completed at least ten (10) years of service or employees with benefits whose age plus years of service equals seventy (70) or more, shall be entitled to:
- (1) a special paid leave for a period of three (3) weeks; or
 - (2) a special payment equivalent to the cash value of three (3) weeks gross salary to be paid immediately prior to retirement and based upon her current rate of pay. The employee may elect to have this amount deposited directly into her RRSP Account.
- (b) Such an employee shall also be granted full vacation entitlement for the final calendar year of service.

23.9 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 (\$2) 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 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

- (a) 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.
- (b) The Employer shall provide the local Union office with copies of current job descriptions for all positions in the bargaining unit no later than six (6) months from the date of Union ratification of this Collective Agreement.

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 category and if agreement cannot be reached, the matter may be referred to arbitration as provided in this Agreement.

24.3 Job Evaluation Plan

The **Joint Union-Management** Committee shall meet to work out a process for reviewing job descriptions. The Employer agrees that no job evaluation plan pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the Parties.

24.4 Review Process

As necessary, the **Joint Union-Management** Committee shall review and update job descriptions for all jobs in the bargaining unit. An employee shall have the right to appeal the classification of the position she occupies. Such an appeal shall be directed to the **Joint Union-Management** Committee and shall not be considered a grievance under Article 7 of this Agreement.

ARTICLE 25 - CASUAL EMPLOYEES

25.1 Appointment

A casual employee shall receive a letter of appointment clearly stating her employment status and the intermittent nature of her employment. A copy of all casual appointment letters shall be forwarded to the local BCGEU Area Office.

25.2 Seniority

- (a) A casual employee who has worked in excess of thirty (30) shifts following the completion of the probationary period shall have her hire date retroactively recognized as her seniority date.
- (b) 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 (6) months.

25.3 Order of Offering of Casual Work

The Parties recognize that the Employer has historically faced staffing recruitment and retention difficulties for casual work assignments. It is agreed that utilization of casual employees shall occur as set out below:

- (a) Casual work assignments, or temporary vacancies of a duration of up to sixty (60) calendar days, shall be offered in order of seniority to qualified casual employees within their seniority block.
- (b) Notwithstanding Clause 25.3(a) above, within the Kamloops seniority block there will be two (2) established casual units. The Main/South Casual Unit will consist of the Tranquille and Summit Branches; the Downtown Casual Unit shall consist of the St. Paul and Valleyview Branches.
- (c) Casual employees within the Kamloops seniority block shall, in seniority order, be offered casual work opportunities for which they are qualified within their casual unit.
- (d) Casual employees from both Kamloops casual units shall be offered, in seniority order, available casual work, for which they are qualified, in the Administration Department.
- (e) Casual employees may from time to time be offered, in seniority order, available casual work assignments in the alternate Kamloops casual unit. This would occur where all other casual employees in that casual unit have already been offered the work and the assignments have not all been filled.

25.4 Contact Hours

- (a) It is the responsibility of the casual employee to ensure that the Employer has a current phone 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 25.4(c), (d) and (f) below. Casual employees who decline three (3) work opportunities in a calendar quarter will be considered as having terminated their employment relationship.
- (c) Where the Employer is unable to contact casual employees outside of the scheduled periods it will not count such unavailability for purposes of Clause 25.4(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 25.4(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 (5) 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 dependant 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 under Clause 25.4(f);

(10) unavailability per Clause 25.4(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 25.4(b) above and, in the event of the second occurrence, the Employer shall advise the Steward for the Administration Department.

(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 (10) days' written notice.

(3) Casual employees hired specifically to do summer vacation relief are excluded from the provisions of Clause 25.4(f)(1) above.

(4) Subject to Clause 13.2(b), a casual employee may decline work assignments of less than three (3) hours without penalty.

25.5 Hours of Work

(a) It will not be the intent of the Employer to work casual employees six (6) consecutive days. Casual employees shall be entitled to two (2) consecutive days of rest in a biweekly period, during which there shall be four (4) days of rest.

(b) The Employer further agrees that a copy of each week's casual roster for all seniority blocks will be faxed to the Bargaining Unit Chairperson at the conclusion of the week's roster.

25.6 Seasonal Fluctuation in Available Work

The Parties agree that, historically, available work opportunities for casual employees substantially decrease between the months of March 15th to June 15th as well as September 15th to December 15th 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.

25.7 Status for Applying for Regular Positions

(a) Notwithstanding Clause 11.3(c), a casual employee who has completed thirty (30) or more shifts beyond 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 11.9. 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 whence she originated and the commensurate wage, benefits and terms of employment as set out in this Article shall apply to her employment.

25.8 Benefits

Casual employees shall receive additional compensation equal to ten percent (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.

Pension participation shall be governed by the terms of the pension plan and the earnings threshold specified therein.

25.9 Vacation Pay and Statutory Leave Requirements

- (a) A casual employee shall receive additional compensation equal to the appropriate percentage of her hourly rate (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.
- (b) The Employer agrees to permit casual employees the 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.
- (c) A casual employee who does not work the equivalent of the annual hours of work may designate two (2) weeks of a period of layoff as vacation for the purposes of meeting minimum statutory standards for vacation leave from work.
- (d) A casual employee who is the successful candidate for a temporary regular full-time vacancy of longer than ninety (90) days in duration shall have the opportunity to schedule vacation leave within her Branch in the same fashion as the regular employees in that Branch.

25.10 Regular Part-Time Employee Access to Casual Work

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

25.11 General Provisions

- (a) In order to maintain the optimum number of casual employees within each unit as set out in Clause 25.3(b), casual employees will be assigned to one unit or the other by the Employer.
- (b) For the purposes of Clause 25.6, the Employer agrees that, in advance of issuing notification to the Employment Insurance Commission during any anticipated seasonal work shortages, the Employer will do a pre-layoff canvass amongst the casual employees. This would be intended to determine whether or not there may be voluntary solutions sufficient to prevent a wide-spread impact amongst the casual workforce.

25.12 Application of Agreement

Except as otherwise noted in this Article, the provisions of Clause 11.3(c), 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 22.6 excepted) do not apply to casual employees. The provisions of other Articles apply to casual employees, except as otherwise indicated.

ARTICLE 26 - GENERAL CONDITIONS

26.1 ISCU Privileges

Employee privileges, including employee loans, shall be as described in Memorandum of Agreement 4 on Staff Privileges.

26.2 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.

26.3 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.

26.4 Job Sharing

- (a) Job Share Proposals are intended to allow two (2) 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 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 11.4, Job Postings.
- (f) *Trial Period:* The trial period will be six (6) months in duration.
 - (1) Either Party may terminate a trial period prior to its expiration with thirty (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 Chief Operations Officer 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.
 - (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 (6) months following the initiation of the trial period, either of the job share partners may give thirty (30) days' notice of their desire to terminate the arrangement. The position will then revert to the partner 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 choose to go on the casual roster for the purposes of call-in to available work under the conditions stated in Article 25.

(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 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 forty-eight (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) In a small Branch, both partners sharing a Financial Services Officer position will be required to work during the absence of the Branch Manager if requested to do so by the Employer.

(4) The Employer reserves the right to terminate the job share program at any time upon thirty (30) days' notice. In this case, the provisions of (f)(4) above shall apply if the termination occurs during the initial twelve (12) months of the job share. Where termination occurs outside the twelve (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 regular part-time employee under Clause 16.5 of the Collective Agreement.

(2) Statutory holiday pay and compensation for the floater day will be calculated at four point six percent (4.6%) of pay and paid out on each paycheque.

(3) The Employer will continue to provide the benefits to both job share partners on the same basis as described for regular full-time employees 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 18.4 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.

26.5 Electronic Security and Monitoring

- (a) It is recognized that monitoring equipment is used to protect the safety of employees and clients or to protect the assets or property of the Employer.
- (b) Monitoring equipment will not be installed by the Employer in staff washrooms or lunch rooms.

26.6 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 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. Refusal of such requests will not be unreasonably withheld.
- (c) Additional time off, if required, shall be deemed a medical absence for the purposes of the Agreement if substantiated by a medical certificate.

26.7 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 thirty (30) day period prior to applying for the advance. The advance will not exceed the actual cost, or twenty-five hundred dollars (\$2,500), whichever is less.
- (b) The advance shall be repaid to the Employer through payroll deduction at a minimum rate of one hundred dollars (\$100) per pay for twenty-six (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.

26.8 Notice of Resignation

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

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

This Agreement shall be binding and remain in effect to midnight February 28, 2009.

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 January 1, 2009 but in any event not later than midnight, January 31, 2009.
- (b) Where no notice is given by either Party prior to January 31, 2009 both Parties shall be deemed to have given notice under this clause on January 31, 2009 and thereupon Clause 27.3 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 fourteen (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 of this Agreement. "*Ratification date*" means the date by which both Parties have received the approval from their principals to execute the terms of the new Agreement. This Agreement was ratified on **June 19, 2006**.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Barry Meckler, Chief Executive Officer

Brenda Jorgensen, Bargaining Unit Chairperson

Norma Cannon, VP, HR Services

Dayl Dhaliwal, Bargaining Committee Member

Kelly March, Regional Manager, HR Services

Debra Verbruggen, Bargaining Committee Member

Judi Ault, Assistant VP, Sales and Service

Fairleigh Murray, Staff Representative

Dated this _____ day of _____, 200_____.

APPENDIX A - JOB CLASSIFICATIONS AND RATES OF PAY

JOB CLASSIFICATIONS	RATES OF PAY			
	Current	06/03/01 + 2%	07/03/01 + 2%	08/03/01 + 2.5%
(*) Trainee/Filing Clerk	14.33	14.62	14.91	15.28
Teller	17.05	17.39	17.74	18.18
Inventory Clerk/Receptionist/Typist	17.81	18.17	18.53	18.99
Teller/Member Services Representative 1	17.81	18.17	18.53	18.99
Loans/Member Services Clerk	18.38	18.75	19.12	19.60
Service Coordinator/Greeter	18.38	18.75	19.12	19.60
Financial Services Representative 1	19.19	19.57	19.97	20.46
Loans Interviewer	19.19	19.57	19.97	20.46
Member Services Representative 2	19.19	19.57	19.97	20.46
Senior Teller	19.19	19.57	19.97	20.46
Financial Services Officer	21.77	22.21	22.65	23.22
Financial Services Representative 2	21.77	22.21	22.65	23.22
Loans Officer	21.77	22.21	22.65	23.22
Account Manager	22.53	22.98	23.44	24.03
Systems Support Technician	22.53	22.98	23.44	24.03

NOTE 1: Trainee is an entry training position in which an employee performs routine clerical duties under close supervision. The trainee rate will only be used where the new employee does not have previous related job experience. After not more than ninety (90) calendar days as a trainee, an employee moves automatically to the rate for the appropriate job.

NOTE 2: Employees hired at the Teller rate or above, shall, during the probationary period, be paid at ninety percent (90%) of the rate stipulated for the job. Upon successful completion of her probationary period, an employee will be paid at one hundred percent (100%) of the rate for the job.

NOTE 3: Casual in Lieu Pay: Casual employees shall receive additional compensation equal to ten percent (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 4: Effective the date of ratification employees in the bargaining unit will receive a one-time signing bonus of five hundred dollars (\$500). The bonus may be paid directly into an employee's RRSP account at the employee's discretion.

LETTER OF UNDERSTANDING 1 - REGULAR PART-TIME VACATION PROVISIONS

The following regular part-time employees of record as of the ratification date of this Agreement shall choose between the amended provisions of Clause 16.5(b) and the opportunity to remain eligible for paid vacation leave as administered in the Fifth ISCU Collective Agreement: Leslie Jill Moore, Roberta Lively, Carrie Brunet and Charla Johnstone.

LETTER OF UNDERSTANDING 2 - PENSION PLAN

The Parties agree that employees will be covered under the pension plan sponsored by the B.C. Credit Union Employees' 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:

- (a) Eligibility will be to all employees upon completion of probation, and participation will be mandatory.
- (b) Earnings, for purposes of calculating employee contributions, shall be based upon salary rates, as set out in Appendix A, and additionally as follows:
 - (1) 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.
 - (2) Employees on Long-Term Disability Benefits ... employee contributions are waived, however the Employer will continue its contributions, if required by the plan, based upon the normal rate of pay.
 - (3) 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.

LETTER OF UNDERSTANDING 3 - 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 positions of six (6) 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 11.3, 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 11.9(b).
- (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 4 - MSP AND CASUAL EMPLOYEES

In Letter of Understanding 3, Implementation of Regular Part-Time Positions and Casual Employee Provisions contained in the Fifth Collective Agreement (March 1, 2003 to February 28, 2006), section (i) allowed certain unscheduled part-time employees to maintain coverage under the MSP Program. Those employees will continue to be grandfathered under this LOU until such time as they change status to regular full- or part-time or until they cancel or waive such coverage with the Employer.

The following is a list of employees who presently remain under the MSP Program pursuant to this LOU: Kerry Koskimaki, Rino Cuzzetto.

LETTER OF UNDERSTANDING 5 - 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 11.5(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 (1) 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.

(d) Notwithstanding (b) and (c) above, this criteria will not apply to employees of record at the time of ratification until twelve (12) months following the date of implementation of the new Branch Model.

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 ten (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 principle 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 upon implementation of the new Branch Model.

(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 - JOB COMPETITIONS

This Letter of Understanding recognizes that job promotion should increase in proportion to the employee's length of service. In order to allow employees an opportunity to continue to career path while developing their skills, the Parties agree employees scoring seventy percent (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.

MEMORANDUM OF AGREEMENT 1 - RE CLAUSE 16.7

The Union acknowledges that the Employer provided notice during negotiations that the Employer intends to rely upon the strict reading of the Article. In so saying, the Union agrees that it cannot base a future grievance upon the grounds of estoppel or past practice, or original bargaining history.

MEMORANDUM OF AGREEMENT 2 - JOB DESCRIPTIONS

The Employer shall provide the Union with an updated set of Job Descriptions for all bargaining unit positions within ninety (90) days of the date of ratification of the Collective Agreement.

MEMORANDUM OF AGREEMENT 3 - RECORD OF EMPLOYMENT RECONCILIATION

The Employer agrees to provide a record of employment to each employee by February 28th of each year, containing data for the previous calendar year, as follows:

Sick Days: 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.

Leaves of Absence: Type of LOA taken (e.g. Bereavement, Maternity/Parental).
Number of days taken for each type of LOA.

Employees will be given until March 31st each year to dispute the record, after which time it will be considered accurate.

MEMORANDUM OF AGREEMENT 4 - STAFF PRIVILEGES

(a) 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.

(b) 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.

(c) Interior Savings Credit Union agrees to continue providing free vehicle parking to those Credit Union employees who make use of this facility.

Note 1: Some items in the policy require an employee to have successfully completed the probationary period.

Note 2: Any changes in Policy #HR11, Staff Banking Privileges, will be circulated to all employees at the time of the amendment.

MEMORANDUM OF AGREEMENT 5 - NEW BRANCH MODEL IMPLEMENTATION

The Employer has advised that it is its intention to introduce one common model for its retail Branches, corporate-wide, within the next twelve (12) months.

Notwithstanding Articles 12 and 21, to avoid unnecessary disruption, the Parties agree to the following implementation process:

(a) Where the new position represents a promotion and an employee has demonstrated in her current position the ability to perform a majority of the job duties in the restructured position, she will be appointed to the restructured position without competition.

(b) Where the new position represents a demotion, an employee will be permitted to access the options presented in Article 12. Where accessing the options of Article 12 results in a decrease in pay rate, such employee will be red-circled at her current rate of pay.

(c) Employees appointed under (a) and (b) above will be placed on a trial period as defined in Clause 11.9 (b) and will be placed on a formal on-the-job training program during the trial period.

(d) In addition to the trial period, where particular qualifications are legally required for the position, the incumbent will be expected to obtain the qualifications within three (3) months and the Employer shall provide the necessary training at no cost to the employee. Immediately upon completion of the three (3) month study period, the employee will be required to write the examination. If the employee is not successful, she will be permitted one rewrite, to be completed within thirty (30) days of the first attempt.

(e) In the event the incumbent is unsuccessful during the trial period or does not attain the necessary legal qualification(s), she may choose from the options provided in Article 12. Where accessing the options of Article 12 results in a decrease in pay rate, such employee will be red-circled at her current rate of pay.

(f) In the event that an employee chooses not to seek training to obtain the legal qualification(s), she must at the material time choose from the options provided in Article 12. Where accessing the options of Article 12 results in a decrease in pay rate, such employee will be red-circled at her current rate of pay.

- (g) Other than in the circumstances described in (f) above, an employee currently performing the majority of the job duties for the new position will not be permitted to opt out of the appointment.
- (h) This memorandum is specific to the implementation of the common Branch Model and is not meant to restrict management rights in the future as they apply to the right to manage and reorganize work, nor is it meant to act as a precedent in implementing corporate structural changes.
- (i) The Employer provides assurance that the number of regular positions within the bargaining unit at the time of ratification of this agreement will be equal to the number of regular positions within the bargaining unit on the date of implementation of the new Branch Model.
- (j) Upon completion of the implementation of the new Branch Model this Memorandum of Agreement will expire. However, this is not to be construed as limiting employee rights during or arising from the trial period referenced above.
- (k) For the purposes of this Memorandum of Agreement, the term “*red-circling*” means that the rate of pay of the employee will remain fixed until the salary of the employee’s classification equals or exceeds the salary which the employee is receiving.
- (l) Any unanticipated circumstances arising from the application of this Memorandum of Agreement will be referred to the Joint Union-Management Committee for resolution.