

MEMORANDUM OF AGREEMENT

BETWEEN:

Ladysmith and District Credit Union
(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

MoveUP, Local 378 of the Canadian Office and Professional Employees Union
(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:


- A. The Parties are bound to a Collective Agreement effective from **July 1, 2015** through **June 30, 2018** (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

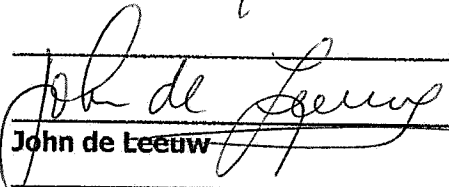
1. The Parties agree that the Collective Agreement is renewed for a term of three years from **July 1, 2018** to **June 30, 2021** with the changes set out in the Memorandum of Agreement subject to the following conditions.
2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from **July 1, 2018** unless specifically stated otherwise.
5. All items not addressed herein will be considered withdrawn on a without prejudice basis.

6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at Ladysmith , B.C. this 27, day of July, 2018




Megan Dougan



John de Leeuw

FOR THE EMPLOYER

Shelley Jones

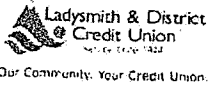


Alicia Gallo

FOR THE UNION

APPENDIX "A"

Attach all sign off as Appendix A



MoveUp / Ladysmith & District Credit Union
FRAMEWORK FOR SETTLEMENT – July 26, 2018 @ 12:00pm

**July 26, 2018 Ladysmith & District Credit Union Proposal – Framework for Settlement
E&OE**

The Ladysmith & District Credit Union proposes that the following framework for settlement proposal resolves, in full, all matters that have arisen in Collective Bargaining between MoveUp and Ladysmith & District Credit Union as follows:

1. All matters previously agreed to between the Parties shall form part of this settlement agreement.
2. All items not referred to in this document are considered withdrawn without prejudice.

3 year term expiring June 30, 2021

General Wage increases as follows:

July 1, 2018	1.50%
July 1, 2019	1.50%
July 1, 2020	1.50%



MoveUp / Ladysmith & District Credit Union
FRAMEWORK FOR SETTLEMENT – July 26, 2018 @ 12:00pm

LETTER OF UNDERSTANDING #4

BETWEEN: Ladysmith & District Credit Union
AND: Canadian Office and Professional Employees Union, Local 378

Flex Compensation

Effective July 1, 2018, employees will have the option to opt into a Flex Compensation Program based on the following compensation structure:

Base salary + RSP contribution at a rate of 10% + base salary top up at a rate of 2%

Employees may elect into or withdraw from the Flex Compensation Program each year on July 1 by signing the Employee Flex Compensation form.

This Letter of Understanding will expire on June 30, 2021 and will not continue unless both parties agree.

Signed off this 26 day of July 2018

For the Union

[Signature]
[Signature]

For the Employer

[Signature]
[Signature]

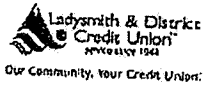
Article 6 – Hours of Work and Overtime

6.01

The standard work week shall consist of thirty-five (35) hours over five (5) consecutive days, Monday to Saturday inclusive, and as follows:

<i>Monday</i>	<i>Eight and one-half (8.5) hours between 8:00 am and 8:00 pm</i>
<i>Tuesday</i>	<i>Eight and one-half (8.5) hours between 8:00 am and 8:00 pm</i>
<i>Wednesday</i>	<i>Eight and one-half (8.5) hours between 8:00 am and 8:00 pm</i>
<i>Thursday</i>	<i>Eight and one-half (8.5) hours between 8:00 am and 8:00 pm</i>
<i>Friday</i>	<i>Eight and one-half (8.5) hours between 8:00 am and 8:00 pm</i>
<i>Saturday</i>	<i>Eight and one-half (8.5) hours between 8:00 am and 8:00 pm</i>

Any shift work ending after 6:00 p.m. up to and including 8:00 pm, will be paid a premium of five percent (5%) above the employee's regular rate for all hours worked beyond 6:00 pm.



MoveUp / Ladysmith & District Credit Union
FRAMEWORK FOR SETTLEMENT – June 6, 2018 @ 4:45pm

Letter of Understanding #1
To be renewed

Letter of Understanding #3
To be renewed

Signed off this 6 day of June 2018

For the Union

[Signature]
[Signature]

For the Employer

[Signature]
[Signature]
[Signature]



MoveUp / Ladysmith & District Credit Union
PROPOSAL – June 5, 2018 @ 9:00am

LDCU-3

ARTICLE 4 – RIGHTS OF THE EMPLOYER

4.01 Existing wording – "...the Directors shall manage or supervise the management of the credit union and may exercise all the powers of the credit union.

Proposed wording – "...the Directors shall manage or supervise the management of the Credit Union and may exercise all the powers of the Credit Union.

Signed on June 5, 2018 @ 10:45

For the Union

A. Brown

A. Jones

For the Employer

W. D. ...

[Signature]

C. J. Cantina

MoveUp / Ladysmith & District Credit Union
PROPOSAL – June 6, 2018 @ 9:30am

LDCU-4

ARTICLE 5 – DEFINITION OF EMPLOYEES

5.01 Existing wording – "Regular employees hired under Group 1 – 3 shall be considered probationary for the first sixty (60) working days of employment. Regular employees hired under Group 4 – 6 shall be considered probationary for the first one hundred and twenty (120) working days of employment.

Proposed wording – "Regular employees hired under either Group 1 -- 3 or LCUI employees up to and including CAIB I agent shall be considered probationary for the first sixty (60) working days of employment. Regular employees hired under either Group 4 – 6 or LCUI CAIB II agent and higher shall be considered probationary for the first one hundred and twenty (120) working days of employment.

no 10 in group
categories:

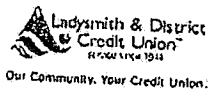
Signed off this 6 day of June 20 18

For the Union

[Signature]
[Signature]

For the Employer

[Signature]
[Signature]
[Signature]



MoveUp / Ladysmith & District Credit Union
PROPOSAL – June 5, 2018 @ 9:00am

LDCU-5

ARTICLE 5 – DEFINITION OF EMPLOYEES

Existing Order

- 5.01 Probationary Period
- 5.02 Full-Time Regular
- 5.03 Temporary
- 5.04 Part-Time Regular
- 5.05 Casual

Proposed Order

- 5.01 Probationary Period
- 5.02 Full-Time Regular
- 5.03 Part-Time Regular
- 5.04 Temporary
- 5.05 Casual

Signed June 5, 2018 @ 10:45

For the Union
[Signature]

For the Employer
[Signature]
[Signature]



(Canadian Office and Professional Employees Union, Local 378)

Ladysmith & District Credit Union
PROPOSALS 2018
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: June 5, 2018	Time:
UP 03	Article 5.05	<i>Amend</i>	10:02 AM

ARTICLE 5 – DEFINITION OF EMPLOYEES

5.05 Casual

Casual employees shall be those employees who are hired for extra emergency help that may be required from time to time.

The Employer shall not hire or use casual employees to avoid the continuance, creation or filling of positions for or by full-time regular employees, part-time regular employees, or fulltime temporary employees, as the case may be

E&OE
Signed off this 5th day of June 2018.

For the Union

[Signature]
[Signature]

For the Employer

[Signature]
[Signature]

MoveUp / Ladysmith & District Credit Union
 PROPOSAL – June 5, 2018 @ 9:00am

LDCU-8

ARTICLE 7 – STATUTORY HOLIDAYS

Existing Holidays

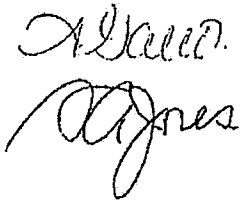
New Year's Day	Family Day	Easter Monday
Good Friday	Victoria Day	Dominion Day
BC Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

Proposed Holidays

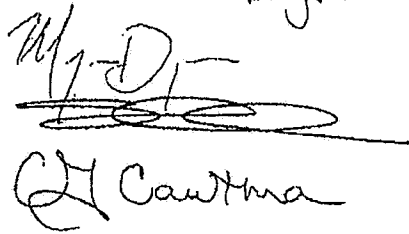
New Year's Day	Family Day	Easter Monday
Good Friday	Victoria Day	Canada Day
BC Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

Signed June 5, 2018 @ 10:45

For the Union



For the Employer.





MoveUp / Ladysmith & District Credit Union
PROPOSAL – June 6, 2018 @ 3:30pm

UP - 04

Article 7 – STATUTORY HOLIDAYS

7.01

- a) The Employer agrees to provide all full-time and part-time employees with the following statutory holidays, without loss of pay:
- c) In order to receive payment for a statutory holiday, part-time employees must have been employed by the Credit Union for at least 30 days immediately preceding the holiday and worked or earned wages for at least 15 of the 30 calendar days preceding the statutory holiday.

Signed off this 6 day of June 2018

For the Union

[Signature]
[Signature]

For the Employer

[Signature]
[Signature]
[Signature]



(Canadian Office and Professional Employees Union, Local 378)

Ladysmith & District Credit Union
PROPOSALS 2018
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: June 5, 2018	Time:
UP 05	Article 9.02	<i>Amend</i>	10:45

ARTICLE 9 – LEAVE OF ABSENCE

9.02 Bereavement Leave

In case of death in the immediate family of a full-time or part-time regular employee, the employee shall be granted leave of absence without loss of pay for up to five (5) days immediate family and family members living in the household and three (3) days for others. Immediate family shall be: employee's fiancé, spouse, mother, father, son, daughter, step-children, and foster children or légal dependant. Others shall be: sister, brother, mother-in-law, father-in-law, step-parents, grandparents and grandchildren. The leave of absence will not be charged against paid sick leave or annual vacation entitlement. In the case of grandparents-in-law, sister-in-law, brother-in-law, niece and nephew one (1) days' leave of absence with pay shall be granted upon request.

E&OE

Signed off this 05 day of June 20 18

For the Union

[Signature]

[Signature]

For the Employer

[Signature]

[Signature]



MoveUp / Ladysmith & District Credit Union
PROPOSAL – June 5, 2018 @ 9:00am

LDCU-11

ARTICLE 10 – BENEFIT PLANS AND SICK LEAVE

10.03 Sick Leave

d) Existing wording – “Effective July 1st 2013, full-time employees will be credited with a prorated number of eighteen (18) Health Care Days” for the balance of the calendar year.

Proposal – Delete this clause.

Signed June 5, 2018 @ 10:45

For the Union

[Handwritten signature]
[Handwritten signature]

For the Employer

[Handwritten signature]
[Handwritten signature]

MoveUp / Ladysmith & District Credit Union
PROPOSAL – June 5, 2018 @ 9:00am

LDCU-13

ARTICLE 10 – BENEFIT PLANS AND SICK LEAVE

10.03 Sick Leave

f) Existing wording : "Health Care Days" may be used where an employee has to stay home due to their own illness or to care for a sick immediate family member.

f) Proposed wording : "Health Care Days" may be used where an employee has to stay home due to their own illness or to care for a sick immediate family member. Immediate family shall be employees' fiancé, spouse, mother, father, son, daughter, step-children and foster children." *legal dependent*

Signed June 5, 2018 @ 10:45

For the CUIM

[Handwritten signature]
Jones

For the Employer

[Handwritten signature]
Cawthra



MoveUp / Ladysmith & District Credit Union
PROPOSAL – June 6, 2018 @ 9:30am

LDCU-18

ARTICLE 13 – LAYOFF AND RECALL

13.06 C. Existing wording – *If Article 10, Section 2, Pension Plan becomes effective, the severance pay entitlement shall be reduced by the amount of the Employer's contribution to that Pension Plan.*

Proposed – Delete this clause

Union is returning with a proposal

○ Agreed this 06 day of June 2018 @ 10am.

For the Union:

W. Law
R. Jones

For the Employer

M. D.
C. Cantor



MoveUp / Ladysmith & District Credit Union
PROPOSAL – June 6, 2018 @ 10:50am

LDCU-20

ARTICLE 15 – GENERAL PROVISIONS

15.03 Existing wording – “At the discretion of the employee, a bargaining Union Office Steward may be present.”

Proposed wording – “At the discretion of the employee, a bargaining Union Job Steward may be present. In the event a Job Steward is unavailable due to being on vacation, sick leave etc., the employee may elect to have another bargaining unit member present who will take notes to be shared with the Job Steward upon their return.”

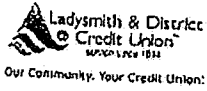
Signed off this 6 day of June 2019

For the Union

[Signature]
[Signature]

For the Employer

[Signature]
[Signature]
[Signature]



MoveUp / Ladysmith & District Credit Union
PROPOSAL - June 5, 2018 @ 9:00am

LDCU -21

ARTICLE 15 - GENERAL PROVISIONS

15.05 a) Existing wording - "Upon completion of probation, all employees will be entitled to exemption of any Credit Union service charges on all accounts retroactive to the commencement of employment."

Proposed wording - "Upon commencement of employment, all employees will be entitled to exemption of any Credit Union account transaction fees on all accounts."

Signed: June 5, 2018 @ 10:45

For the Union

Callaway
[Signature]

For the Employer

[Signature]
[Signature]
A. Cawthra



MoveUp / Ladysmith & District Credit Union
PROPOSAL - June 5, 2018 @ 9:00am

LDCU-22

ARTICLE 15 - GENERAL PROVISIONS

15.13 Existing wording - "Based on the new Proceeds of Crime and Money Laundering legislation..."

Proposed wording - "Based on Proceeds of Crime and Money Laundering legislation..."

Signed on June 5 @ 10:45

For the Union
A. Garcia
A. James

For the Employer
M. D.
C. Cawthra



MoveUp / Ladysmith & District Credit Union
PROPOSAL – June 6, 2018 @ 9:30am

LDCU-24

ARTICLE 17 – TECHNOLOGICAL CHANGE AND SEVERANCE PAY

17.05 **3. Existing wording** – *If Article 10, Section 2, Pension Plan becomes effective, the severance pay entitlement shall be reduced by the amount of the Employer's contribution to that Pension Plan.*

Proposed – Delete this clause

Union is returning with a proposal

Agreed on 06 of June 2018 @ 10am

For the Union
[Signature]
[Signature]

For the Employer
[Signature]
[Signature]
CJ Cauthra



MoveUp / Ladysmith & District Credit Union
PROPOSAL – June 6, 2018 @ 1:30pm

LDCU-33

Insurance Job Classification

Current Classifications

Filing Clerk Admin Only
Trainee
Until CAIB II Is Achieved
CAIB I Agent
Achieved Level I Fundamentals and CAIB II
CAIB II Agent
Achieved Level II CAIB II & III
CAIB III Agent
Achieved Level III CAIB IV
Nominee Manager

Proposed Classifications

Filing Clerk Admin Only
Trainee
Level I Agent
Achieved Fundamentals or CAIB I
Level II Agent
Achieved CAIB II & III
Level III Agent
Achieved CAIB IV
Nominee Manager

Signed off this 6 day of June 20 18

For the Union

[Signature]
[Signature]

For the Employer

[Signature]
[Signature]