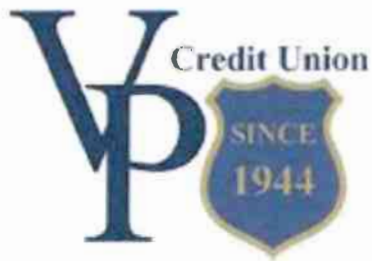


# COLLECTIVE AGREEMENT

Between

## **VP Credit Union**

(hereinafter referred to as the "Employer")



And



**(Canadian Office and Professional Employees Union, Local 378)**

(hereinafter referred to as the "Union")

**January 1, 2021 to December 31, 2022**

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## ARTICLE 1 – PURPOSE

### 1.1 Purpose

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

### 1.2 Discrimination

Neither the Union nor the Employer in carrying out their obligations under this Agreement and any applicable acts shall discriminate in matters of hiring, training, promotion, transfer, lay-off, discharge or otherwise because of race, colour, Ancestry, place of origin, religion, family status, physical or mental disability, age (19+), sex, sexual orientation, criminal convictions not directly related to employment, political belief, or marital status.

### 1.3 Respectful Workplace

- a) The Parties recognize the right of all employees to work in an environment which promotes respect, is free from all forms of harassment and supports the dignity, self-esteem and productivity of every employee. Any form of harassment of or by employees, members, contractors, suppliers or other individuals associated with the Employer while engage in activities pertaining to the workplace will not be tolerated. In accordance with the Workers Compensation Act, Occupational Health and Safety Regulations and all other applicable legislation, the Employer and the Union agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease, and in the promotion of health and safety of all employees.
- b) The Employer shall take such actions as are necessary concerning harassment in the workplace in accordance with “Workplace Harassment Policy” set out by the Employer, within thirty (30) calendar days of the original complaint. All formal complaints will be investigated by the Employer or an external party at the Employer’s discretion and expense. The Employer shall share with the Union all notes associated with the investigation.
- c) In the event the matter is not resolved under the Workplace Harassment Policy, the Union may raise a grievance at Step 3 within ninety (90) calendar days of the original complaint. Notice of any grievance will be given to the alleged harasser.

- d) An Arbitrator hearing a grievance under this article shall have the authority to:
  - i. Uphold or dismiss the grievance;
  - ii. Retain jurisdiction to resolve any matters related to the grievance; and/or
  - iii. Make such further orders as may be necessary to provide a final and binding resolution of the grievance.
- e) No employee will suffer adverse employment consequences as a result of making a good faith complaint or taking part in the investigation of a complaint. An employee who knowingly alleges a false claim against another employee or individual, or engages in any acts of retaliation against employees for making a report, will be subject to disciplinary action up to and including termination of employment.
- f) Withdrawal of Complaints – Nothing in this Article precludes the Employer or the Union from conducting its own investigation and from taking appropriate actions.

#### **1.4. Employment Standards**

The Employer agrees that “the Employment Standards Act” and Regulations (Act) shall be recognized as the minimum labour standards for all employees covered by this Agreement. At no time is it the intent of the Parties to apply any provision(s) of this Collective Agreement to provide lesser standards than those contained within the aforementioned Act. In the event this Collective Agreement does not contain a provision which is contained in the Act such provision shall be deemed to be incorporated in the Collective Agreement as part of its terms.

#### **1.5 Incorporated Documents**

All appendices to this Agreement; all benefit plans and/or contracts referred to herein and all letters or memoranda of agreement, understanding or intent and/or similar instruments signed by and between the Employer and the Union shall be deemed to form part of and be incorporated into this Agreement as if set forth in full herein in writing, and shall so apply.



## ARTICLE 2 – UNION SECURITY AND RECOGNITION

### 2.1 Application of Agreement

This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the Labour Relations Code and shall be binding on the Employer and the Union and their respective successors and assigns.

### 2.2 Closed Shop

All employees covered under this Agreement shall, as a condition of employment, become and remain members of the Union within thirty (30) days from the effective date of this Agreement.

### 2.3 Closed Shop Prior to Certification

All employees hired subsequent to the signing date of this Agreement shall, as a condition of employment, become and remain members of the Union within thirty (30) days from the date of employment.

### 2.4 Remittances

The Employer will honour written assignments of wages for Union dues, initiation fees and general membership assessments and shall remit such to the Union monthly together with the following information as to the persons from whose pay such deductions have been made:

- (a) Name, address, phone number
- (b) Monthly Salary
- (c) Amount of dues deducted
- (d) Job Classification
- (e) Employee Status
- (f) Date of Hire
- (g) New Hires
- (h) Terminations/retirements
- (i) Work location

Such information shall be supplied by the Employer and in a form mutually acceptable to the parties.

If an employee notifies the Employer of any change in the above-referenced category, the Employer shall notify the Union in a form mutually acceptable to the parties on a monthly basis.

## ARTICLE 3 - UNION AND EMPLOYER REPRESENTATIVE

### 3.1 Recognition of Union Executive Board Members, Councillors, Job Stewards and Union Representatives

- a) The Employer will recognize individuals and/or employees elected, appointed, and/or designated by the Union as its qualified Executive Board Members, Councilors, Job Stewards, Union Representatives and Occupational Health and Safety Representatives. The Employer shall recognize two (2) regular employees elected or appointed by the Union as Job Stewards. The Employer shall also recognize one (1) regular employee elected or appointed by the Union as an alternate Job Steward. The Union may identify one Job Steward as the Chief Steward.
- b) The Union will notify the Employer in writing as to who are the elected, appointed and/or designated Executive Board Members, Councilors, Job Stewards and Union Representatives authorized by the Union to discuss and wherever possible resolve problems arising out of the Collective Agreement.
- c) In the event that an alternative to the Job Steward is assigned by the Union to discuss and, wherever possible, resolve a problem arising out of the Agreement, reasonable notice will be provided in advance by the Union to the Employer.

### 3.2 Rights of Job Stewards

The duties and responsibilities of Job Stewards shall include the following activities:

- a) Investigation of complaints, grievances, and/or disputes including the making of presentations to management as required.
- b) Posting notices relating to meetings, dues, entertainment, health and safety and general Union information and activities on Union Bulletin Boards.
- c) Participation in collective bargaining, and/or arbitration proceedings when directed by the Union.
- d) Participation in the administration of the Union as may be required for Union Executive Meetings and Job Steward Meetings.
- e) Briefing time of up to one (1) hour prior to grievance meetings as set out under the Grievance Procedure.

### 3.3 Carrying Out Steward Duties

The Job Steward(s) may, within reason, carry out their duties in Article 3.2 Rights of Job Stewards (a), (b), and (e) above, without loss of pay, during regular business hours and it shall be considered as time worked. Before carrying out their duties relating to 3.2(a), (b), and (e), during regular working hours, the Job Steward will first obtain permission from the manager or the employee's designate at the employee's location. Such permission will not be unreasonably withheld. It is understood that the Job Steward will carry out the employee's duties in a manner as to cause a minimum of interference to normal job duties and business operations. Job Stewards who carry out their duties as per Article 3.2 (c) and (d) above shall be covered by Article 9.1.

### 3.4 Committees

- a) Each Party to this Agreement shall appoint a Standing Committee.
- b) The Union's Committee shall be composed of not more than two (2) regular employees who have completed their probationary period and are Union members.
- c) Each Party shall notify the other by letter of the names of their Committee members and any changes which may take place from time to time.
- d) The purpose of the Standing Committee shall be to meet together at the request of either Committee to discuss matters related to the administration of the Collective Agreement and to attempt to resolve any problems that may arise or can be foreseen.
- e) The Parties agree to appoint members of the Standing Committee within one month following ratification of a renewal Collective Agreement. Meetings will be scheduled bimonthly although more frequent meetings may be held if the parties are agreed that there are sufficient issues which necessitate the need for additional meetings. At the beginning of each calendar year the Parties will set dates for the Standing Committee meetings for the rest of the year.
- f) The Parties also agree to set agenda items for each meeting and to exchange agenda items for discussion at upcoming meetings in advance of such meetings. This does not preclude the discussion of any issue which either Party may view as requiring immediate review. However, the Parties agree to make every reasonable effort to exchange agenda items in advance.
- g) No Standing Committee meetings will be scheduled during July and August.
- h) The meetings will occur during work hours.
- i) The Union's full-time Representative may attend such meetings.
- j) A decision by the Union's Standing Committee must be confirmed by an official representative of the Union in order to bind the Union.

### **3.5 New Employee Union Orientation**

The Employer shall send a list of new bargaining unit employees to a Job Steward or a Representative on a monthly basis. The Employer agrees that the Job Steward or a Representative of the Union will be given an opportunity to address collectively, on a once per month basis (if required), all new bargaining unit employees to a department during regular working hours, without loss of pay, as per Article 5.1. The purpose of the meeting is to acquaint new employees with the benefits and duties of Union membership and employees' responsibilities and obligations to the Employer and the Union. The time and location of the meeting will be subject to approval by management.

### **3.6 Union Participation**

The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for legitimate action on behalf of the Union, or for the exercise of rights provided by this Agreement.

### **3.7 Union Communications**

All conversations between Job Steward(s) and members pertaining to terms and conditions of employment or pertaining to any matter in the Collective Agreement shall be considered privileged. The parties agree that this privilege would lend itself to a trust relationship that must exist between Job Steward(s) and members.

## ARTICLE 4 - RIGHTS OF THE EMPLOYER

### 4.1 Rights of the Employer

The Union recognizes the right of the Employer to operate the business and direct the workforce subject to the provisions of this Agreement and the right of the Union or employees to grieve as provided in Articles 18, 19, and 20.

a) **Management Rights**

Management shall have the exclusive right to hire new employees. Management shall promote, transfer, lay off, 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) **Retention of Rights**

Management retains all management rights that where hitherto exercised and shall be exercised in the future with the exception of those management rights that are limited by this Collective Agreement.

c) **Direction of Staff**

Actual direction of the office staff will be under the authority delegated by the Board of Directors to the General Manager who, in turn, may delegate any portion of these duties and authority to others in management.

d) **Procedures, Policies, Rules and Regulations**

The Employer shall have the right to make, alter and eliminate from time to time procedures, policies, rules and regulations to be observed by the employees provided they are not inconsistent with the provisions of this Agreement. The Employer shall forward a copy of all procedures, policies, rules, regulations and any amendments to the Union. Where a procedure, policy, rule or regulation established by the Employer conflicts with any provision contained in this Agreement, this Agreement shall take precedence.

e) **Statutory Authorities**

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.

f) **Non Discrimination**

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.

g) **Promotion of Business**

It is understood and agreed that it is in the interest of VP Credit Union and MoveUP members to work together as partners in providing best service to Credit Union members and to secure, maintain and grow the business of the Credit Union.

h) **Catastrophic Event Cooperation**

It is recognized that a catastrophe may seriously disrupt normal business operations. In this event, the Parties agree to cooperate in the administration of the Collective Agreement, to enable contingencies which are directed to restoring normal operation conditions.

## ARTICLE 5 - DEFINITION OF EMPLOYEES

### 5.1 Probationary Period

- a) All regular employees shall be considered probationary for the first ninety [90] calendar days of employment. This period may be extended by mutual agreement between the Employer and the Union. A performance review will be done at least twenty [20] working days prior to the end of their probationary period. A final appraisal will be completed at the end of the probationary period, at which time a decision on the suitability of the employee for continued employment will be made by the Employer.
- b) Each new employee shall be provided a letter of engagement and a listing of all the Job Stewards, and the Job Steward at the appropriate branch will be notified of the employee's name.
- c) Each new employee will be provided with a Union orientation period, up to one (1) hour, within one (1) month of the employee's initial hire. This orientation period will be conducted on the Employer's premises within the normal working day at a mutually agreeable time, by an elected Job Steward.

### 5.2 Full-Time Regular

All employees hired to work on a regular full-time basis.

### 5.3 Part Time Regular

An employee hired to work on a continuing basis, who is scheduled no less than fifteen (15) hours in any week. These employees shall be covered by all conditions of this Agreement unless otherwise defined in this Agreement.

## 5.4 Temporary

A temporary employee is one so informed in writing by the Employer at the start of employment. Temporary employment shall be for a specified period not exceeding one hundred twenty (120) calendar days. The one hundred twenty (120) calendar day timeframe can be extended by mutual agreement between the Union and the Employer. Maternity and Long Term illness leaves are not restricted to the one hundred twenty (120) calendar day timeframe. These employees are not covered by the seniority, benefits and sick leave provisions. A temporary employee reaching regular status will obtain rights under this agreement which are based on length of service or seniority dated from the start of continuous employment. Seniority will be as provided under Article 14 of the Collective Agreement.

## 5.5 Casual

- a) An employee hired to work as and when required, with no guaranteed hours of work. These employees are not covered by the seniority and benefit provisions of the Collective Agreement. A casual employee reaching regular status will obtain rights under this Agreement which are based on length of service or seniority dated from the start of continuous employment. Seniority will be as provided under Article 14 of the Collective Agreement.
- b) A casual employee is one hired to fill in: vacation relief, peak workloads; and emergencies.
- c) Where the Employer deems it necessary to schedule additional regular hours, such hours shall be offered to qualified Part-Time Regular and Casual Employees by mass communication, such as email and/or text message.
- d) Additional hours available will be given to those employees who replied to the mass communication within four (4) hour timeframe given the situation on a seniority basis first to Part-Time Regular and then to Casual Employees.
- e) Additional hours required for part of a day will be first offered to Part-Time Regular Employees on a seniority basis, on duty, on site and continuous with their shift. It will then be offered to Casual Employees on a seniority basis, on duty, on site and continuous with their shift.
- f) Should no employee voluntarily accept such hours, the Employer may direct employees to work those hours, beginning with Casual Employees on a reverse seniority basis followed by Part-Time Regular Employees who have worked less than 30 hours in a week, on a reverse seniority basis.
- g) Additional hours due to unanticipated workloads as in this Article will first be offered to employees for whom it will not attract overtime.

## ARTICLE 6 - HOURS OF WORK AND OVERTIME

### 6.1 Standard Day

- a) The standard day shift shall consist of seven (7) hours per day between the hours of 7:45 A.M. and 6:00 P.M. The standard work week shall consist of thirty-five (35) hours, Monday through Saturday inclusive.
- b) The determination of the starting time of daily and weekly work schedules and scheduled days off for all regular employees shall be made by the employer. In the event of any changes in starting and quitting times of shifts, the Employer agrees to give at least fifteen (15) days' notice of any change.
- c) In the event the Credit Union decides to open on Saturdays, the Employer will give the employees at least sixty (60) calendar days advanced notice of the upcoming change.
- d) The principle of two (2) consecutive days off shall prevail for all employees.

### 6.2 Unpaid Meal Break

A one (1) hour unpaid meal break will be provided and taken within the three (3) hours in the middle of the regular working day. Precise time to be arranged between the Employer and the employee. A part-time employee shall take a thirty (30) minute unpaid meal break when they work for five consecutive hours or more.

### 6.3 Relief Periods (Coffee Breaks)

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. Part-time employees will be entitled to the following:

Two (2) to five (5) hours worked – one (1) fifteen (15) minute rest period; in excess of five (5) hours worked – two (2) fifteen minute rest periods.

### 6.4 Overtime Premiums

- a) 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 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.



- 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 7 or a day in lieu of such holiday shall be paid for at two (2) times the employee's straight time hourly rate, plus one (1) day's regular pay.

### **6.5 Meal Break during Overtime**

An employee who works overtime beyond a regular shift shall be allowed a suitable hot meal and one hour paid meal period in which to eat the meal at the employee's straight time hourly rate of pay provided such 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.

### **6.6 Call Outs**

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 four (4) hours, or for time worked, whichever is greater.

### **6.7 Declining 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.

### **6.8 Payment of Overtime Hours**

Overtime hours earned will be paid out on the following payday. Employees who work overtime may take time off in lieu of overtime pay at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight-time equivalent to the overtime earnings.

### **6.9 Approval of Overtime**

Overtime worked must be authorized in advance by management. The request shall be in writing. (An email authorization may suffice).

## ARTICLE 7 – STATUTORY HOLIDAYS

### 7.1 Statutory Holidays Defined

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

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

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government. Should one (1) of the above holidays fall on an employee's scheduled day(s) off, the employee shall receive an additional day or day(s) off, with pay to be taken adjacent to the employee's normal day(s) off or at a time mutually agreed between the employee and the Employer.

- b) The day off in lieu of a holiday which falls on an employee's scheduled day off must be taken within ninety (90) calendar days following the date the holiday occurred. Seniority will govern when more than the allowable number of employees request the same day off work, giving due consideration to the requirements of efficient operation of the Credit Union.
- c) In addition to the holidays stipulated in Article 7.1 (a) above, an employee who works for five (5) working hours on Christmas Eve day shall be granted New Year's Eve off with pay. An employee who works for five (5) working hours on New Year's Eve day shall be granted Christmas Eve off with pay.
- d) In the event an employee is required to work on both of the days in Article 7.1 c) (a total of 10 working hours), the employee shall receive twenty-six (26) hours regular pay, or the equivalent amount of time off. Any time taken must be within 30 days and must be approved by a manager.

### 7.2 Statutory Holidays Falling During Vacation

In the event any of the holidays in Article 7.1 occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

### **7.3 Holidays Falling on a Weekend**

If a statutory holiday falls on a weekend, the Employer will advise employees **beforehand** regarding the weekday on which the holiday is to be observed.

### **7.4 Statutory Holiday Pay for Part-Time Employees**

- a) For those part-time employees who have a regular schedule of hours and who have worked for at least fifteen (15) of the last thirty (30) calendar days preceding the holiday, payment will be calculated as if the part-time employee had worked regular hours on the day off.
- b) For those part-time employees who do not have a regular schedule of hours and who have worked at least fifteen (15) of the last thirty (30) calendar days preceding the holiday, payment will be calculated by dividing the part-time employee's total wages for the thirty (30) day period, excluding overtime, by the number of days worked.
- c) For those part-time employees who have worked less than fifteen (15) of the last thirty (30) calendar days preceding the holiday, payment will be calculated by dividing the part-time employee's total wages for the thirty (30) day period, excluding overtime, by fifteen (15).

## ARTICLE 8 – ANNUAL VACATION AND SUPPLEMENTARY VACATIONS

### 8.1 Vacation Year Defined

- a) The vacation year shall be defined as the first working day in January to December 31<sup>st</sup>. For the year in which the employee begins work, the entitlement is from the employment date to the year-end.
- b) If an employee's employment date is between the 1<sup>st</sup> and the 15<sup>th</sup> day of a month, the employee is considered to have worked the whole month.

### 8.2 Vacation Escalation

All regular employees shall be entitled to a vacation in accordance with the following schedule:

- a) During the first (1<sup>st</sup>) incomplete calendar year of service an employee shall receive three (3) weeks of paid prorated vacation. Pay for such vacation shall be at the employee's current salary or at the rate of six (6%) percent of gross earnings for the period in which vacation was earned, whichever is greater. It should be noted that absence on vacation is not permitted during the probationary period.
- b) Upon entering the second (2<sup>nd</sup>) calendar year of service an employee shall receive three (3) weeks of paid vacation. Pay for such vacation shall be at the employee's current salary or at the rate of six (6%) percent of gross earnings for the period in which vacation was earned, whichever is greater.
- c) Upon entering the sixth (6<sup>th</sup>) calendar year of service an employee shall receive four (4) weeks of paid vacation. Pay for such vacation shall be at the employee's current salary or at the rate of eight (8%) percent of gross earnings for the period in which vacation was earned, whichever is greater.
- d) Upon entering the eleventh (11<sup>th</sup>) calendar year of service an employee shall receive five (5) weeks of paid vacation. Pay for such vacation shall be at the employee's current salary or at the rate of ten (10%) percent of gross earnings for the period in which vacation was earned, whichever is greater.
- e) Upon entering the sixteenth (16<sup>th</sup>) calendar year of service an employee shall receive six (6) weeks of paid vacation. Pay for such vacation shall be at the employee's current salary or at the rate of twelve (12%) percent of gross earnings for the period in which vacation was earned, whichever is greater.
- f) Upon entering the twenty-fifth (25<sup>th</sup>) calendar year of service an employee shall receive seven (7) weeks of paid vacation. Pay for such vacation shall be at the employee's current

salary or at fourteen (14%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

- g) Employees hired prior to January 1, 2015 who have more paid weeks of vacation than outlined in (a) through (f) shall be held at that level until they reach the next level of required years' of service to move to the next level of vacation entitlement.

### **8.3 Scheduling of Vacation**

- a) **Entitlement**

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 take any time within that calendar year.

- b) **Minimums**

Vacation periods are a minimum of one (1) full week or multiples of a full week. For the purposes of this Article, a week is considered to be the normal business week in operation at the Branch.

- c) **Broken week**

Employees may, at their option, take one week of their vacation entitlement in individual days off. Scheduling of these days will be subject to operational needs. Additional broken vacation may be granted for exceptional circumstances and will be subject to operational needs and management approval.

- d) **Selection**

Regular employees shall select their vacation periods in order of the employee's service date. However, only one (1) vacation period shall be selected 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 separate periods shall select the second and subsequent periods in order of service date. Employees who select vacation time during the time period of January 1st to February 15th will not have the vacation period counted or considered as the employee's first selection; however service date will still apply. The employer and employee shall jointly schedule employees' planned absences [vacation, personal days, and/or anniversary two (2) hour recognition] with no more than one employee absent within a department [Loans or Member Services] at any given time.

e) **Summer Restrictions**

Employees shall only be entitled to take two (2) weeks during the period July 1st to August 31st. An employee may apply for longer periods and if qualified employees are available to replace the employee and if operational requirements are satisfied, such further vacation time off will be allowed with date of service applying.

f) **Deadlines**

The Employer will post a vacation schedule by no later than January 15th of each year and the employees shall select all their vacation periods by February 1st. All vacations so selected by this time shall be confirmed by the Employer by no later than February 15th.

g) **Late Applications and Changes**

Article 8.3 (f) above shall not be so construed to imply that vacation not selected by February 1st is to be disallowed; however, such time shall be scheduled subject to operational requirements. Further, it shall not be construed to imply that vacation selected by February 1st cannot be amended at a later date; however such amendments shall be subject to operational needs.

i) **Loss of Privileges**

If an employee does not book vacation by February 1st, seniority rights will not apply.

j) **Operational Needs**

Notwithstanding seniority rights, all vacation approval will take operational needs into consideration. The requests shall not be unreasonably denied.

#### **8.4 Banked Vacation**

- a) Employees shall be permitted to bank five (5) days of vacation.
- b) Any banked vacation time must be taken at a time mutually agreeable to the employee and the Employer.
- c) An employee may bank greater than five (5) days of vacation subject to special circumstances warranting the banking of the additional vacation time beyond the five days set out in Article 8.4 (a).

#### **8.5 Vacation Pay at Termination of Employment**

- a) Should an employee's services become terminated, the employee shall reimburse the Employer for any overpayments the employee may have received for vacation provided by this Article.

- b) Should an employee's services become terminated, the Employer shall payout any previously earned unused vacation days.
- c) Vacation pay owing, either to the Employer or the employee, will be calculated at the appropriate percentages shown in Article 8.2 above and the adjustment will be shown on the final pay.

## **8.6 Required Vacations**

All employees must take an annual vacation. Employees may not carry accumulated vacations over from one year to the next, except during the probationary period, where an employee is not able to take earned vacation, or as described in Article 8.4 above.

## **8.7 Vacation Entitlement and Pay for Regular Part-Time, Casual and Temporary Employees**

- a) Regular part-time and temporary employees shall earn vacation entitlement in the same manner as regular full-time employees. Regular part-time employees will make their vacation selections at the same time as regular full-time employees in order of service date. Temporary employees can make vacation selections only once the vacation selections have been finalized for regular employees and will be based on operational needs and availability.
- b) Pay: Part-time, casual and temporary employees will be paid the appropriate percentage of vacation pay on each pay cheque, based on gross earnings over that period, or if preferred, the equivalent of time off with pay.

## **8.8 Vacation Rescheduling**

- a) Subject to staffing requirements, vacations scheduled for at least one (1) week in duration may be rescheduled for the following reasons:
  - i. Disability or illness of the employee occurs before the employee's vacation commences.
  - ii. Serious disability or illness of the employee, certified by a doctor, occurs after commencement of vacation.
  - iii. Death of an immediate family member as defined under Article 9.2.

## **8.9 Vacation Pay while on Unpaid Leaves of Absence**

In instances where an employee is entitled to earn vacation days during an unpaid leave of absence which is in excess of thirty (30) calendar days, such days shall be unpaid.

### 8.10 Supplementary Vacation Plan

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

<b>Years of Service</b>	<b>Days of Supplementary Vacation</b>
5 years	5 days
10 years	5 days
15 years	5 days
20 years	5 days
25 years	10 days
30 years	5 days
35 years	5 days

- b) The supplementary vacation may be taken in conjunction with the regular vacation to which the employee is entitled. The supplementary vacation shall be taken consecutively and at a time to be agreed upon by the Credit Union and the employee.
- c) Five (5) days of supplementary vacation pay shall be equal to one (1) week's salary of the employee's job at the time the vacation is taken.
- d) The supplementary vacation must be taken prior to the employee becoming eligible for the employee's next earned period of supplementary vacation provided in Article 8.10 (a).



## ARTICLE 9 – LEAVE OF ABSENCE

### 9.1 Union Business

- a) Leave of absence without pay may be granted to employees for the purpose of attending to Union business with the approval of the Employer or the employee's authorized Representative. The Union will request such leave by giving the Employer at least two (2) weeks' notice.
- b) To facilitate administration of this Article and Articles 3.1 (c), when a leave of absence is granted, the Employer will continue the employee's straight-time hourly compensation for his or her regularly scheduled shifts that would have been worked had it not been for the leave. The Union shall, without unreasonable delay, reimburse the Employer for all wages and benefits associated with the leave. An employee granted leave under this Article shall be covered by the applicable provisions of Article 10 and shall otherwise be kept "whole" with respect to seniority, service and vacation accrual and the right to apply for job postings as well as any other "benefit" that may be mandated by Provincial labour law inclusive of the Employment Standards Act as amended.
- c) **Trainee Union Representatives**  
The Employer will grant leave of absence to an employee requested by the Union to serve as a Trainee Union Representative, in accordance with the foregoing paragraph, subject to the following conditions:
  - i. The timing of the leave will be subject to departmental operating considerations;
  - ii. The period of absence will not exceed four (4) continuous months, unless otherwise agreed by the Employer;
  - iii. Only one (1) such leave will be granted in a twelve (12) month period

### 9.2 Bereavement Leave

In the case of death of a family member, regular employees shall be granted leave of absence without loss of pay as follows:

- a) Five (5) days in the case of immediate family, defined as spouse, common law spouse, child, step-child, parent, step-parent, sibling, step-sibling, grandchild, step-grandchild, grandparent and step-grandparent.
- b) Five (5) days in the case of a spouse's family, defined as parents-in-law, siblings-in-law and grandparents-in-law.

- c) The day of a funeral for extended family, defined as aunt, uncle, cousin, niece and nephew.
- d) A regular employee shall be granted six (6) working days, without loss of pay, in the event the funeral is outside British Columbia, Canada.

### **9.3 Jury Duty**

- a) An employee summoned to Jury Duty or subpoenaed as a court witness shall be paid wages amounting to the difference between the amount paid to them for jury service and the amount they would have earned, had they worked on such days. This shall not apply in circumstances where the employee is named as a litigant.
- b) Employees summoned as a witness on behalf of the Employer shall be entitled to wages at straight time rates for hour spent as a witness on behalf of the Employer on their own normal days off.
- c) Employees on Jury Duty shall furnish the Employer with such statements of earnings as the Courts may supply.
- d) Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked.
- e) Total hours on Jury Duty and actual work on the job in the office in one (1) day shall not exceed normal working hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of seven (7) hours, shall be considered overtime and paid as such.
- f) This is not to be construed as to require overtime pay where Jury Duty exceeds the normal hours before or after a normal work day.

### **9.4 Pregnancy Leave**

Leave of absence without pay shall be granted in accordance with the Employment Standards Act, as amended from time to time. A regular employee shall be entitled to six (6) months leave without pay upon completion of the pregnancy/parental/adoption leave period. Such leaves will not affect sick leave or seniority provisions. All pregnancy/parental/adoption leave of absence requests shall be in writing and shall show the last day to be worked and the expected date of return to work.

A regular employee returning to work after being on pregnancy/parental/adoption leave shall return to his/or her former position or to a comparable position.

A regular employee on the additional six (6) months leave without pay may continue to be covered under the benefit plans during her/his leave provided they pay the monthly premiums in advance.

Vacancies arising under the provision will be posted as “up to eighteen (18) months”.

In the event the expected date of return is for twelve (12) months but is extended for an additional six (6) months, the vacancy created by the leave will not have to be reposted.

- a) Pregnant employees are entitled upon request to unpaid Pregnancy Leave of no less than seventeen (17) consecutive weeks in accordance with the Employment Standards Act, as amended from time to time. Employees shall have the option of prorating the reimbursement amounts over the period of six (6) months.
- b) Employees will notify the Employer at least four (4) weeks in advance of the date on which the employee intends to begin their leave of absence. An employee may alter, but only once, the date of commencement of their leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date they originally wished to commence their leave of absence.

Absences due to pregnancy related medical complications shall be covered by sick leave provisions before and after the Pregnancy Leave of absence provided that the employee is not eligible for EI (Employment Insurance) sick leave benefits.

The granting of sick leave provisions in such cases must be medically supported and approved by the Employer.

If the employee is eligible for EI sick leave benefits, the employee may supplement those benefits using their sick leave entitlement. There will be no payment of sick leave provisions during the Pregnancy Leave period.

- c) Once the employee has commenced their leave of absence, they will not be permitted to return to work during the six (6) week period following the date of delivery unless the employee requests a shorter period.
- d) The request to return prior to six (6) weeks following the date of delivery must be given in writing to the Employer at least one week before the date that the employee indicates they intend to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- e) Employees desiring to return to regular employment following Pregnancy Leave shall notify the Employer at least thirty (30) days prior to the desired date of return, or thirty (30) days prior to the expiry date of the Pregnancy Leave.
- f) When an employee on Pregnancy and/or Parental Leave fails to notify the Employer of their desire to return to work in accordance with (e) above, or when an employee fails to return to work after giving notice, the Employer may elect to fill the resulting job vacancy by posting the position.

## **9.5 Parental Leave and Adoption Leave**

- a) Employees who have taken Pregnancy Leave in relation to the birth of the child or children with respect to whom Parental Leave under this article is requested are entitled, upon request, to unpaid Parental Leave of up to sixty-one (61) consecutive weeks, to be taken immediately following the end of Pregnancy Leave, in accordance with the Employment Standards Act. Employees shall have the option of prorating the reimbursement amounts over the period of six months.
- b) For a parent, other than an adopting parent, who does not take Pregnancy Leave in relation to the birth of the child or children with respect to whom Parental Leave under this article is requested are entitled, upon request, to unpaid Parental Leave of up to sixty-two (62) consecutive weeks beginning after the child's birth and within seventy-eight (78) weeks after that event, in accordance with the Employment Standards Act. Employees shall have the option of prorating the reimbursement amounts over the period of six months.
- c) For an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent, in accordance with the Employment Standards Act, as amended from time to time. Employees shall have the option of prorating the reimbursement amounts over the period of six months.
- d) Employees will give the Employer at least four (4) weeks' notice of the date on which the employee wishes to begin the leave of absence.
- e) Employees desiring to return to regular employment following Parental Leave shall notify the Employer at least thirty (30) days prior to the desired date of return, or thirty (30) days prior to the expiry date of the Parental Leave.
- f) When an employee on Parental Leave fails to notify the Employer of their desire to return to work in accordance with (e) above, or when an employee fails to return to work after giving notice, the employee's supervisor may elect to fill the resulting job vacancy by posting the position.
- g) The Employer will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on Parental Leave.

## **9.6 Special Leave without Pay**

- a) Upon written application, and when the requirements of the Employer's service will permit, an employee may be granted a leave of absence without pay for a period of up to sixty (60) calendar days. Under such leaves, the employee shall retain and continue to accrue seniority.
- b) Such leaves may be extended in duration by mutual agreement between the Union and the Employer.
- c) Employees may continue to be covered under the benefits plans during the periods outlined in Article 9.6 a) and b) provided they pay the monthly premiums in advance.

## **9.7 Maintenance of Position**

- a) An employee returning to work after being on a short term or long term disability leave for a period of up to two (2) years will return to her/his former position or to a comparable position.
- b) Notwithstanding (a) above, the Parties recognize that an employee cleared to return to work after a disability leave may have limitations and/or restrictions which may limit the employee's ability to return to the employee's former position or to a comparable position. In such cases, the employee, Union and Employer will meet under the legal requirement of "Duty to Accommodate" to discuss any potential accommodations. It is understood the discussion may include, but is not limited to, wage rate associated with the accommodated position.

## **9.8 Personal Days**

- a) All regular employees are entitled to four (4) paid personal days each year.
- b) Full Time Regular employee's personal days are to be earned by receiving at least forty (40) employer paid days each quarter on payroll and/or under a short term disability plan. Each earned personal day shall be taken in the following quarter.  
Part Time Regular employee's personal days are to be earned quarterly and by working at least 120 hours a quarter. Each earned personal day shall be taken in the following quarter.
- c) Personal days cannot be appended to vacation days.
- d) Personal days must be booked and approved in advance. The requests shall not be unreasonably denied.
- e) There will be no carryover of personal days from year to year.

- f) For the purpose of this Article, any day or partial day taken as a personal day shall be considered to be one (1) day used.
- g) An employee who is terminated at any point of their probationary period is not entitled to a personal day or a prorated portion of a personal day.

### **9.9 Transitioning Leave**

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo the medical or non-medical procedure(s) related to a physical and/or emotional change from one gender to another shall be granted a leave of absence without loss of service or seniority and will be eligible for sickness and accident coverage while absent. Standard STD/LTD coverage will apply in accordance with provincial legislation and the current insurance policy/coverage at that time.

## ARTICLE 10 BENEFITS AND SICK LEAVE

### 10.1 Eligibility for Benefits

- a) Regular full-time employees shall become eligible for coverage under the Employer's benefit plans upon the first day of the month immediately following the completion of the probationary period.
- b) Regular part time employees working an average shift of at least sixty (60) hours per month shall become eligible for coverage under the Employer's benefit plans upon the first day of the month immediately following completion of the probationary period.

### 10.2 Benefit Plans

Details of the plans are contained in brochures provided by the Employer.

- a) Medical Services Plan of British Columbia.
- b) Extended Health Benefit Plan – eyewear coverage to \$150.00 each 24 months.
- c) Dental Plan, basic 75%; reconstructive 75%, orthodontics 50% to maximum of \$2000.00.
- d) Group Life Insurance.
- e) Accidental Death & Dismemberment Plan.
- f) Optional Life Insurance.
- g) Short Term Disability, 15 weeks
- h) Long Term Disability
- i) Employee & Family Assistance Program

### 10.3 Premium Costs

- a) With the exception of the Medical Services Plan of British Columbia and Optional Life Insurance, the premium costs for all benefits are paid by the Employer.
- b) Optional Life Insurance premiums are paid 100% by the employee.
- c) The cost of the Medical Services Plan of British Columbia is shared, 50/50, by the employee and the Employer.
- d) Effective January 1, 2017, the cost of the Medical services Plan of British Columbia will be paid 100% by the Employer.

In the event of changes to MSP legislation the parties agree to discuss amending the collective agreement to adapt to those changes with a view to a fair redistribution of savings to elsewhere in the collective agreement. The Letter of Understanding #2 is to be renewed for a new term.

#### 10.4 Short and Long Term Disability Leave

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

- a) During the seven (7) calendar days waiting period to become eligible for salary insurance, employees may draw upon any accumulated incidental sick leave days described in Article 10.5, below.
- b) Upon becoming eligible for salary insurance, an employee will receive salary from the insurance plan for the duration of illness in accordance with the provisions of the plans.
- c) It is the responsibility of the employee to complete and file the necessary application form to receive payment. These forms will be provided to the employee by the Employer.

#### 10.5 Incidental Sick Leave

- a) All regular employees on the payroll as of January 1<sup>st</sup> of each year will be given credit for twelve (12) days for the current year. New employees starting during the year shall receive a pro-rated portion calculated at one (1) day per month to a maximum of twelve (12) days.
- b) New employees shall not be covered during their probation period, but upon completion of their probationary period they will be reimbursed for any lost wages due to illness, up to that year's maximum entitlement.
- c) Part-time regular employees will only be paid an incidental sick leave day if the employee is absent on a day actually scheduled for work.
- d) It is understood that employees granted twelve (12) days credit on January 1<sup>st</sup> of each year are actually earning those days at one (1) day per month. Upon termination of employment an employee having used more sick days than earned shall be required to reimburse the Employer from the employee's final pay.
- e) Employees are permitted to bank a maximum of ten (10) days incidental sick leave. The current year's incidental sick leave days shall be used before accessing the banked incidental sick leave days. However, upon termination of employment, incidental sick days have no monetary value.
- f) The employee, upon request by the Employer, shall provide proof of illness which involves paid leave of more than three (3) consecutive working days. The Employer will reimburse the reasonable cost of up to four (4) medical certificates annually.
- g) Employees are permitted to access a maximum of five (5) Family Responsibility leave days from the Incidental Sick Leave bank in increments of not less than one-half day to cover Family Responsibility Leave as described in the Employment Standards Act.



- h) Employees are permitted to access the Incidental Sick Leave bank in increments of not less than one hour for medical and dental appointments.
- i) Employees are required to notify the Employer, via telephone, once they are medically unfit to work. Once the initial contact is made, the Employer will not contact employees again in any way unless employees are absent for more than three consecutive working days.

## **10.6 RRSP / TFSA (Tax Free Savings Account)**

- a) Eligibility
  - i. All regular employees become eligible to participate in the RRSP/TFSA plan after one (1) year of continuous employment.
- b) Contributions
  - i. Employee Contribution  
At the time an employee becomes eligible to participate, an employee must contribute five (5%) percent of gross earnings to the RRSP/TFSA program.
  - ii. Employer Contributions  
Once an employee is eligible to participate in the RRSP/TFSA plan, the Employer will make contributions as follows:
    - 1. Effective January 1, 2017 the Employer will contribute seven (7%) percent to each employee's RRSP.
    - 2. Effective January 1, 2020 the Employer will contribute eight (8.0%) percent to each employee's RRSP/TFSA.
    - 3. Effective January 1, 2021, the Employer will contribute eight (8%) percent to each employee's RRSP/TFSA.
    - 4. Effective January 1, 2022, the Employer will contribute nine (9%) percent to each employee's RRSP/TFSA.
  - iii. Contributions to the Plan will be effected through payroll deduction each pay period and will be deposited into the employee's individual variable rate RRSP/TFSA account at VP Credit Union.
  - iv. The employee shall be at liberty to invest in the various options offered by VP Credit Union in its Registered Retirement Savings Plan and Tax Free Savings Account Portfolio or Group RRSP.

c) Withdrawals

Funds deposited to the employee's RRSP/TFSA are not available for withdrawal unless the employee can demonstrate to the Employer's satisfaction that critical circumstances beyond the control of the employee warrant a withdrawal. Exceptions to RRSP withdrawal restriction are the Home Buyer's Plan, Education and any circumstances specifically stipulated in the Income Tax Act. A request shall be in writing and with signatures.

**10.7 EI Premium Reduction Savings**

If approved, the Employer's short-term disability plan will be in compliance with the reduced waiting period required under the EI Premium Reduction Program (the "Program"), and the waiting period in Article 10.4 (a) shall be reduced accordingly. Five-twelfths (5/12) of the savings from the premium reduction belongs to the employees to whom the reduced rate applies. The Employer will return this amount to the employees to whom the premium reduction applies. The Employer shall discuss the methods of ongoing savings with the Union annually.

## ARTICLE 11 – SALARY POLICY

### 11.1 Salary Schedule

Employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix “A” which is part of this Agreement. The steps in the salary ranges are the minimum amounts to be paid to an employee in accordance with Article 11.5 and shall not be construed to mean an employee may not be advanced to the next step in the employee’s salary range before having the required service.

### 11.2 Job Descriptions

Are written with the intent to set forth the general duties and requirements of each job classification and to indicate the level of skill required and shall not be construed as imposing any restrictions on the right of the Employer to create a new job, amend existing job descriptions or to assign duties to employees other than those specifically mentioned in job descriptions.

All bargaining unit employees will be covered by a job classification which will be set out in Appendix “A”.

The Employer will provide a job description for each bargaining unit job classification set out in Appendix “A”, and for each new job description or revised job description as established under this Article.

Job descriptions prepared will summarize job duties and responsibilities, and will form part of this Agreement. Minor duties, which are ancillary to one (1) or more of the duties defined in the job description, may be omitted provided such duties are related to those set out in the job description, and provided such duties do not affect the value of the job.

### 11.3 Change in Job Description, New Positions

When a new position within the organization 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 may, at its discretion, negotiate with the Employer, the salary and category and if agreement cannot be reached, the matter may be referred to Article 21 – Arbitration in this Agreement.

Prior to implementation, the Employer agrees to advise the Union of newly created first-level management jobs, and confidential jobs which are excluded from the bargaining unit.

**Job postings must be consistent with the established job descriptions.**

#### **11.4 Promotional Increases**

Upon promotion, an employee will be paid at a step in the higher salary range which will ensure a minimum of three (3%) increase provided the application of this percentage does not exceed the maximum pay for the range in which the new job exists.

#### **11.5 Salary Progression**

a) New Hires

- i. Upon hire, an employee will be placed upon a step in the salary range commensurate with the position and the knowledge, skills and abilities of the newly hired employee.
- ii. Upon successful completion of the ninety (90) calendar day probationary period, such employee will be moved to the next step in the salary range.
- iii. Thereafter, such employee will, upon the employee's service date, move up one step in the range annually until the maximum step is reached.

b) Progression Upon Promotion

- i. Upon promotion, an employee will be placed on a step in the appropriate range in the manner described in 11.4, above.
- ii. Upon completion of ninety (90) calendar days in the new position, such employee will be moved to the next step in the salary range.
- iii. Thereafter, such employee will, upon the anniversary date of the promotion, move up one step annually until the maximum step is reached.

#### **11.6 Progression Withheld**

- a) Notwithstanding 11.5, above, advancement from one salary step to another may be withheld due to inadequate performance under the following circumstances:
- i. The employee has been counselled regarding inadequate performance following the employee's last job service salary increase, and
  - ii. Notice of intent to withhold the next service salary increase is given to the employee and the Union one month prior to the date such increase is due.

- b) When employees restore their performance, they shall be advanced to the next step in their salary range on a non-retroactive basis.

#### **11.7 Salary Policy on Recalls and Demotions**

- a) Employees recalled to their former position or to a position having the same salary range shall receive the current rate for the step in the salary range which they held at the time of layoff.
- b) Employees recalled who accept a position in a salary range which is lower than for their former position, shall be paid at a step in the salary range commensurate with their service at layoff.
- c) An employee who transfers to a position in a lower salary range for reasons ascribable to the employee shall be paid a salary in accordance with paragraph (b) above.

#### **11.8 Red Circling Re Article 17**

Employees who, for reasons set out in Article 17, are placed in a position having a lower salary range than for their former position shall retain their salary. If their salary is higher than the range for the position they shall be red circled until such time as the difference between the maximum for the range and their salary is removed.

#### **11.9 Pay for Temporary Duties and Cross Training**

- a) An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification shall be paid at the higher rate as determined by Article 11.4 above for the period so employed.
- b) This provision shall not apply for relief periods of less than three (3) consecutive days.
- c) Where employees temporarily assume additional responsibilities without an actual change in classification, the Union and the Employer shall meet to decide if the added responsibilities are sufficient to change the job level and, if so, set a new salary level.

## ARTICLE 12 – JOB POSTING

### 12.1 Postings of Jobs

- a) Notice of all job vacancies within the bargaining unit shall be posted on a bulletin board on the Employer's premises for at least five (5) working days. The notice shall indicate job title, category, hours of work, salary, and a brief outline of the duties involved. A copy of the notice shall be sent to the Union immediately.
- b) An employee may bid on vacant positions which may involve a promotion, lateral transfer, or a lower classification.

### 12.2 Bidding of Jobs

- a) All bids on posted job vacancies shall be in writing.
- b) Bids provided by employees via the internet will be accepted for consideration by the Employer.

### 12.3 Selection

- a) Selections for job vacancies shall be made on the basis of qualifications, skills and ability to do the job, and seniority, in that order. In the event two (2) or more employees have similar abilities, the employee with the greatest seniority shall be selected.
- b) It is the responsibility of each employee to make known to the Employer new skills and training as it is acquired.

### 12.4 Cross Training

- a) The Employer agrees to apply cross-training as needed for job coverage and promotion in accordance with the criteria set out in Article 12.3.
- b) While training and cross-training is being done, the trainer will be present.

### 12.5 Staff Development and Training

The parties agree that all employees be properly trained in their duties pertaining to their employment. Employees will be eligible to receive training that is offered. The Employer will pay all costs associated with the training including instructional time at straight time rates, course materials, and mileage.

## **12.6 Career Development**

Employees may request approval, through an application to the Employer, to take other work related courses. Where such a course is approved by the Employer, the Employer will pay for the course. The courses include but not limited to Life License qualification Program (LLOP), General Insurance Licensing, Canadian Securities Courses, Wealth Management Essentials, Investment Management Techniques.

## **12.7 Mutual Funds**

The Employer will pay all costs in accordance with Employer policy for a Mutual Funds course for employees who are required by the Employer to obtain a Mutual Funds license. When ongoing training is required to remain in compliance with licensing requirements, the Employer will pay all costs associated with this training and examination time in accordance with Employer policy. The Employer shall pay a maximum of three examination attempts.

## **12.8 Lateral Transfers**

- a) The Parties agree that employees who accept a lateral transfer will not be required to complete courses required for the position to which the employee is transferring, provided the employee is transferring to an identical position, in the same group, at the new location.
- b) An employee who is successful to a posting for a temporary position must occupy that specific temporary position for no less than ninety (90) calendar days before being eligible to post into another temporary position.

## **12.9 Transformation Project**

The Employer agrees to pay an additional five (5) dollars per hour to an employee's hourly rate for each hour, or part of, spent on any transformation project, its subsequent maintenance or its relevant training. Transformation projects are preliminarily defined as any form of digitalization of work normally performed by a bargaining unit employee.

## ARTICLE 13 LAYOFF AND RECALL

### 13.1 Bumping Rights

- a) Should the Employer decide to reduce the number of office staff, the employee with the least amount of seniority in a position shall be the first laid off from that position.
- b) The employee may displace another employee in a position at the same or lower job level providing the employee has the qualifications to perform the job functions satisfactorily and has greater seniority than the employee to be displaced.
- c) Employees can bump into a position where they can perform the job with up to seventy (70) hours of familiarization and/or training.
- d) Employees will notify the employer of the position they intend to bump within three (3) business days of receiving their lay-off notice.

### 13.2 Notice Period

Notice of layoff or salary in lieu of notice shall be given to any affected regular employee in accordance with the Employment Standards Act of British Columbia.

### 13.3 Recall List

A regular employee with six (6) months or more service that is laid off due to lack of work or redundancy may elect to be placed on a Recall List for a period of twelve (12) months. Upon expiration of the recall period, the employee shall receive severance pay as provided in Article 17.5.

### 13.4 Recall

- a) Employees on the recall list shall have the right to return to a vacancy in their former position or to a position for which they are qualified providing no other employee with greater seniority is promoted or transferred to such vacant position. When such transfers or promotions occur, resulting in a vacant position, the employee on the recall list will be offered the resulting vacant position providing the employee is qualified.
- b) An employee on the recall list who is offered a permanent vacant position, whether part-time or full-time, for which the employee is qualified and refuses such position, will be deemed to have resigned from employment and in doing so will forfeit all seniority rights under this agreement and the Employer shall have no further obligations to that employee in the future.



### **13.5 Notice of Recall**

- a) Notice of recall to an employee on the recall list shall be sent by registered mail to the employee's last known address. It is the obligation of the employee to ensure that the Employer has the employee's current contact information for the purposes of being contacted during the recall period. The Employer will not be held responsible for informing the employee of recall opportunities if the information provided by the employee is not kept current.
  
- b) 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, however, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose such rights thereby, but such employee may be bypassed for the position available.
  
- c) An employee bypassed as provided above will remain on the recall list for the remaining recall period.

### **13.6 Obligation of Employee Re Contact Information**

It is the obligation of the employee to ensure that the Employer has the employee's current contact information for the purposes of being contacted during the recall period. The Employer will not be held responsible for informing the employee of recall opportunities if the information provided by the employee is not kept current. The Parties agree that the Employer shall enquire before an employee's last day of active employment.

## ARTICLE 14 – SENIORITY

### 14.1 Seniority Defined

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

### 14.2 Completion of Seniority

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

### 14.3 Re-entering the Bargaining Unit

An employee who leaves the bargaining unit to fill a temporary position excluded from the unit, and who subsequently returns to the bargaining unit within one (1) year, shall be credited with seniority held at the date of leaving the bargaining unit. This period may be extended by mutual agreement of the Parties.

### 14.4 Seniority for Temporary Workers

No seniority shall accrue for short terms of temporary work except where a temporary or casual employee becomes a regular employee without a break in service. In such cases seniority shall start from the last date the employee started as a temporary or casual employee assuming the employee has satisfied the probation period. Employees on the recall list who return to work on a temporary basis during their recall period shall have their recall rights extended by one (1) day for each day or part thereof worked.

### 14.5 Seniority for Laid Off Employees

A Full Time Regular and Part Time Regular employee laid-off and placed on the recall list under Article 13.3, will retain and continue to accumulate seniority during the period of lay-off.

### 14.6 Seniority During Approved Leaves of Absence

An employee on approved leave of absence for the following reasons will continue to accrue seniority:

- Union Business — Article 9.1
- Special Leave Without Pay — Article 9.6
- Pregnancy/Parental/Adoption Leave — Article 9.4/9.5
- Sick Leave — Article 10

**14.7 Seniority Accrual**

Regular employees shall accrue seniority on the basis of one (1) day for each day of accrued service, including statutory holidays and vacations.

**14.8 Providing Seniority Lists to Union**

Seniority lists will be made available by the Employer to the Union at such times as may be required for the administration of this Agreement.

**14.9 Seniority With Change of Status**

A full-time regular employee, bumping into a part-time position as a result of a lay-off as outlined in Article 13 or technological change as outlined in Article 17, shall retain their right of recall as outlined in Article 13.4.

**14.10 Seniority Lists**

The Employer shall post seniority lists monthly for the employees.

## ARTICLE 15 – GENERAL PROVISIONS

### 15.1 Bulletin Board

Space shall be made available to the Union for the purpose of posting notices relating to meetings, dues, entertainment, health and safety and general union information and activities.

### 15.2 No Strikes or Lockouts

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

### 15.3 Disciplinary Action

- (a) Should it become necessary for management to discuss with an employee a matter which could result in disciplinary action being taken, such discussion will be conducted in private. A bargaining unit Union Job Steward, or an alternate as appointed may be present. Employees choosing to waive the presence of a Job Steward must do so in writing.
- (b) Upon request of the employee, the substance of the Employer's complaint shall be given to the employee in writing at the time the discussion takes place.
- (c) The written or verbal advance notice of the meeting will be provided to the employee and to the Job Steward at the same time.
- (d) When an employee is issued a letter of discipline, the Job Steward and the Union will be provided with a copy of the letter at the time it is issued.
- (e) Letters or details related to complaints, reprimands or discipline involving an employee which are more than eighteen (18) months old shall not be considered in any assessment of the employee's record and shall thereafter be removed at the request of the employee from the employee's personnel file, provided there has not been a further infraction.

### 15.4 Picket Lines

It shall not be a violation of this Agreement or cause for discipline or discharge of any employee, in the performance of the employee's duties, to refuse to cross a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such picket line.

### 15.5 Banking Privileges

- a) The Employer will waive service charges for regular employees for the following products and/services:
  - i. Chequing, Silver Shield and Savings Accounts
  - ii. Mortgage Renewals and appraisals

- iii. Canadian and US Bank Drafts
  - iv. Wire Transfers
  - v. Safety Deposit Boxes (small, one box per employee)
  - vi. Debit Transactions
  - vii. E-transfers
- b) Regular employees will be entitled to purchase US currency at that date's Central 1 Credit Union 'sell' rate, to a maximum of thirty-five hundred (\$3500) dollars in any calendar year.
  - c) Notwithstanding the above, employees are responsible for the payment of fees charged to the Employer by third parties for any banking services accessed.
  - d) Regular employees shall receive preferred investment interest rates on all investments they have with V.P. Credit Union at a rate of 0.25% above posted Founder's Rates.
  - e) Regular employees shall be eligible to request a personal line of credit or a short term personal loan from V.P. Credit Union at a rate of Prime plus 1.0%, provided they meet standard credit criteria.

#### **15.6 Car Mileage Allowance**

Where an employee is requested by the Credit Union to use the employee's car on Credit Union business, the employee shall be compensated for mileage at the rate of fifty-nine cents (\$0.59) per kilometre driven.

#### **15.7 No Contracts Conflicting With Collective Agreement**

Employees shall not be asked to make any written or verbal contracts which may conflict with this Agreement.

#### **15.8 Contracting Out**

The Employer shall not contract out any bargaining unit work normally performed by bargaining unit employees.

When the Employer chooses to expand its service portfolio and results in the need of more licensed professionals, the Employer shall provide such career advancement opportunity, as set out in Article 12. to the bargaining unit employees first.

The Employer shall discuss particulars of any project, strategic initiatives, reorganization or business re-design which may result in any form of business adjustment sixty (60) days prior to its implementation.

### **15.9 Written Warnings on the File**

The Employer shall supply the employee with a copy of any written warning or adverse report affecting the employee. Any reply by the employee shall become part of the employee's record. Upon giving reasonable notice, employees shall be entitled to review their own personnel files under supervision.

### **15.10 Exclusivity of Bargaining Unit Work**

Managers or other employees outside the bargaining unit shall not perform the duties normally, customarily, or properly performed by employees within the bargaining unit, except in cases of emergency, when bargaining unit members who can perform the required work are not available or when managers or other persons outside the bargaining unit are training employees in the bargaining unit. Normal work customarily performed by management shall be excluded.

### **15.11 Occupational Health and Safety**

The Union and Employer shall co-operate in promoting and improving rules and practices which promote an occupational environment, which improves conditions and provides protection from factors adverse to employee health and safety.

There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Health and Safety Article.

### **15.12 Joint Occupational Health and Safety Committee**

- a) A joint Union-Employer Committee shall be established. It shall be composed of two (2) representatives named by the Union and two (2) representatives named by the Employer. One (1) representative from each side shall serve as co-chairs. The employer will provide the committee with a person to be the Recording Secretary. The Recording Secretary will be responsible for the minutes and will not have a voice or a vote on the Committee.
- b) The Health and Safety Committee shall meet regularly, at least once each month. In addition, the Committee shall hold meetings upon mutual agreement of the Union and the Employer to deal with unsafe, hazardous or dangerous conditions. Meetings shall be scheduled during normal hours of operation. Representatives of the Union shall suffer no loss of pay for attending such meetings, job site inspections or accident/incident investigations.
- c) Minutes of all Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer, the Union and the Workers Compensation Board and a copy shall be posted on the Union Bulletin Board. All recommendations and requests from the Joint Health and Safety Committee shall be followed up by the co-chairs, who shall report thereon to the Committee.

### **15.13 Industrial First Aid Requirement and Courses**

Where the Employer requires an employee to perform first aid duties, in addition to the normal requirement of the job, the cost of obtaining and renewing the Level 1 and Level 2 First Aid Certificate shall be borne by the Employer and leave of absence to take the necessary course(s) shall be granted with pay.

### **15.14 Electronic Monitoring**

The Employer shall comply with its obligations under the Personal Information Protection Act of British Columbia. Specifically, electronic surveillance equipment such as closed-circuit television or camera equipment or otherwise shall not be used to monitor employees in the performance of their work or productivity.

For ease of reference, the parties are including the Guidance Document from the Office of the Information and Privacy Commissioner for British Columbia (“OIPC”) for use of surveillance equipment as Appendix C of the Collective Agreement.

The Employer shall share its policy(ies) relating to Article 15.14 with the Union.

### **15.15 Robbery or Hold Up**

The Employer agrees that any installation or monitoring is primarily for security. In the event of a robbery or hold-up, an employee shall be entitled to professional counselling offered by the Employer.

The Employer agrees that requests from all employees for time off due to post-traumatic stress, resulting directly from involvement in robbery or hold-up, will be considered by the Employer for the balance of the day on which the incident occurred, plus the following day, without loss of pay.

## ARTICLE 16 – DISCHARGE, TERMINATION AND SUSPENSION

### 16.1 Employer Right to Discharge

- a) It is hereby agreed that the Employer has the right to discharge, suspend, or otherwise discipline an employee for just and reasonable cause.
- b) The Union may refer suspension grievances in excess of five (5) days and discharge grievances directly to Step 3(b) of the Grievance procedure.

### 16.2 Severance and Notice

If a regular employee is terminated except as provided in Article 16.1 above, said employee shall receive two (2) weeks' written notice immediately prior to the date of termination, or the equivalent in wages. If notice is given immediately prior to the vacation period of any employee, such employee shall receive two (2) weeks' wages, at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits including severance pay as provided in Article 17.5.

### 16.3 Re-instatement Following Discharge

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, re-instated to the employee's 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.

### 16.4 Required Notice Upon 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 17 – TECHNOLOGICAL CHANGE AND SEVERANCE PAY

### 17.1 Notice Requirements Re Tech Changes

The Employer will provide the Union with not less than four (4) months' notice of intention to introduce automation, equipment or changes in administrative procedures which might result in the reduction of personnel and/or changes in job duties sufficient to change job groupings.

### 17.2 Retraining for Redundant Employees

Wherever practical, an employee becoming redundant due to new equipment or procedures shall be eligible for retraining to qualify for the operation of such new equipment or procedure, or to qualify for new positions. Such retraining shall be provided by the Employer without cost and without loss of pay to the affected employee.

### 17.3 Employee Rights After Being Declared Redundant

In cases where the retraining of an employee is not practical, the employee shall elect:

- a) to exercise their bumping rights in accordance with Article 13.1;
- b) to be placed on the recall list in accordance with Article 13.3;
- c) to terminate employment with entitlement to severance pay as per Article 17.5.

### 17.4 Timing of Severance Pay

Severance pay as provided for in Article 17.5, shall be due and payable immediately upon termination to an employee who elects for termination of employment pursuant to Article 17.3.

### 17.5 Severance Pay

Severance pay shall be paid to employees on the basis of two (2) weeks' severance pay at the employee's regular salary for every completed year of service, to a maximum of thirteen (13) weeks. An employee who chooses to be laid-off and placed on the recall list may elect:

- a) To terminate during recall period and be paid the employee's severance entitlement upon termination.
- b) To remain on the recall list and be paid severance pay entitlement upon the expiration of the recall period, should they not be recalled.

### 17.6 Successorship

This agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assignees. In the event the entire operation of the Employer, or any part thereof, is sold, merged, leased, transferred, or taken over by sale, merger, transfer, lease assignment, receivership, or bankruptcy proceeding, or another credit union is set up to perform any of the functions previously performed by any of the Employees covered herein or any of the functions falling within the scope of bargaining unit work, such operation shall continue to be subject to the terms and conditions of this Agreement for the life of this Agreement.

## ARTICLE 18 – GRIEVANCE PROCEDURE

### 18.1 Grievance Defined

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

### 18.2 Grievance Steps

Grievances shall be settled in the following manner:

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

#### STEP ONE

- a) The Employee involved shall first take up the grievance with the management person designated by the Employer within ten (10) working days of the circumstances giving rise to the grievance.
- b) The employee may be accompanied by a Job Steward or representative of the Union. The Employer shall give a decision within ten (10) working days of such meeting.

#### STEP TWO

If the grievance is not resolved at Step one, the matter shall be reduced to writing by the grievor and/or the Union and submitted to the management person designated by the Employer within ten (10) working days following the decision rendered at Step One.

#### STEP THREE (a)

The representative of the Union and a representative of the Employer, along with the grievor, shall meet within ten (10) days of receipt of the grievance as submitted under Step Two. Failing settlement within ten (10) working days of receipt of notice, either Party may refer the grievance to Alternate Dispute Resolution and/or Arbitration as set forth in Articles 19 and 20.

#### STEP THREE (b)

In the event a grievance is initiated by the Employer or the Union, the initiating Party shall notify the other Party in writing of the nature of the grievance and such notice shall be given within ten (10) working days of the circumstances giving rise to the grievance unless the Parties agree to an

extension of time. Failing settlement within ten (10) working days of receipt of notice, either Party may refer the grievance to Alternate Dispute Resolution and/or Arbitration as set forth in Articles 19 and 20.

#### **STEP FOUR**

In the event the matter remains outstanding after full utilization of either Step 3 (a) or Step 3 (b), the Party wishing to proceed to arbitration must, within ten (10) working days, notify the other Party that they are proceeding to arbitration. This shall be done in writing.

### **18.3 Time Extensions**

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

## ARTICLE 19 - ALTERNATE DISPUTE RESOLUTION

### 19.1 Description of Dispute Resolution Process

At the conclusion of the discussions pursuant to the grievance procedure set out above, should a grievance remain unresolved, the Parties may mutually agree to discuss a grievance through the Alternate Dispute Resolution Process as set out below.

- a) The purpose of Alternate Dispute Resolution is in keeping with the wish of the Parties to resolve grievances as quickly as possible following the formal grievance procedure but prior to arbitration pursuant to Article 20 Arbitration.
- b) Should the Parties seek a third party “non-binding option”, the Parties agree to exchange a brief written statement, including the following:
  - i. A summary of the grievance
  - ii. The alleged violation of the Collective Agreement, and
  - iii. The remedies sought
- c) Such written statement will be referred to a mutually agreed upon Mediator for mediation and a non-binding recommendation to settle the grievance.
- d) The Parties may provide to the Mediator above, an agreed statement of facts.
- e) The Mediator’s recommendations will be issued within two (2) weeks of the mediation.
- f) The Mediator’s recommendations will be privileged and will not be referred to at any time for any purpose.
- g) The Mediator’s recommendation will be without prejudice and will have non-precedential value in any other proceeding.
- h) The Parties acknowledge that the credibility of the process depends upon both recognizing that this is a problem solving and dispute resolution process rather than an adjudicated process.
- i) The cost of the Mediator’s intervention will be shared equally by the Parties.
- j) The continued credibility of the process depends upon both Parties recognizing the scope of this alternate dispute resolution process.

## ARTICLE 20 - ARBITRATION

### 20.1 Referring to Arbitration

If a difference arises between the parties relating to the dismissal or discipline of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including a question as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting the grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference to arbitration and the parties must agree on a single arbitrator. The arbitrator must hear and determine the issue and render a decision, which is final and binding on the parties and any person affected by it.

### 20.2 Selecting an Arbitrator

- a) The Parties will mutually agree upon an arbitrator within ten (10) working days of the grievance being advanced to arbitration as per Article 18.2 of the Collective Agreement.
- b) Failing mutual agreement on an arbitrator willing to act as per Article 20.2 (a) above, either Party may apply to the Collective Agreement Arbitration Bureau for the Province of British Columbia to appoint an arbitrator.

### 20.3 Power of the Arbitrator

The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

### 20.4 Arbitration Expenses

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

**ARTICLE 21 - DURATION**

**21.1 Term of the Agreement**

This Agreement shall be in full force and effect from and including January 1, 2021 to and including December 31, 2022, a two (2) year term, and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding the expiration, or immediately preceding January 1st, in any subsequent year, by written notice to the other Party, to require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement.

**21.2 Exclusion of Section 50(2) and (3) of Labour Code**

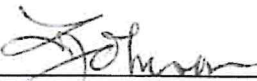
The parties agree to the exclusion of Section 50(2) and (3) of the British Columbia Labour Relations Code.


Signed at Vancouver, B.C. this 15<sup>th</sup> day of July, 2021

**V.P. CREDIT UNION:**

**MoveUP**

(Canadian Office and Professional  
Employees Union, Local 378):

  
\_\_\_\_\_  
Lydia Johnson, General Manager/CEO

  
\_\_\_\_\_  
Anny Chen, Union Representative

  
\_\_\_\_\_  
Lisa Parans, Job Steward

**APPENDIX "A" JOB TITLES AND CLASSIFICATIONS**

<b>GROUP I</b>	<ul style="list-style-type: none"> <li>• <b>Member Service Representative Level 1</b></li> </ul>
<b>GROUP II</b>	<ul style="list-style-type: none"> <li>• <b>Member Service Representative Level 2</b></li> </ul>
<b>GROUP III</b>	<ul style="list-style-type: none"> <li>• <b>Member Service Representative Level 3</b></li> <li>• <b>Financial Administrator</b></li> <li>• <b><u>Lending Administrator Level 3</u></b></li> <li>• <b><u>Members Service &amp; Lending Administrator</u></b></li> </ul>
<b>GROUP IV</b>	<ul style="list-style-type: none"> <li>• <b>Senior Member Service Representative</b></li> <li>• <b><u>Lending &amp; Administration Officer</u></b></li> </ul>
<b>GROUP V</b>	<ul style="list-style-type: none"> <li>• <b>Loans Officer</b></li> </ul>
<b>GROUP VI</b>	<ul style="list-style-type: none"> <li>• <b>Senior Loans Officer</b></li> </ul>

## APPENDIX “B” WAGE SCALE

**Effective January 1, 2021 – 0% increase, with wage reopener at December 31, 2021.**

Wage increases for Year 1 is 0%. Wages for Year 2 shall in no case be lower than wages for Year 1 of the term. Collective bargaining shall be limited to wages only.

	<b>START to 90 days</b>	STEP 1	STEP 2	STEP 3	STEP 4
Group 1					
Annually	32,377.80	33,415.20	34,489.00	35,599.20	36,727.60
Monthly	2,698.15	2,784.60	2,874.08	2,966.60	3,060.63
Biweekly	1,245.30	1,285.20	1,326.50	1,369.20	1,412.60
Hourly	17.79	18.36	18.95	19.56	20.18
Group 2					
Annually	42,151.20	44,590.00	47,174.40	49,886.20	52,780.00
Monthly	3,512.60	3,715.83	3,931.20	4,157.18	4,398.33
Biweekly	1,621.20	1,715.00	1,814.40	1,918.70	2,030.00
Hourly	23.16	24.50	25.92	27.41	29.00
Group 3					
Annually	51,214.80	52,252.20	53,271.40	54,327.00	55,419.00
Monthly	4,267.90	4,354.35	4,439.28	4,527.25	4,618.25
Biweekly	1,969.80	2,009.70	2,048.90	2,089.50	2,131.50
Hourly	28.14	28.71	29.27	29.85	30.45
Group 4					
Annually	53,817.40	54,891.20	55,983.20	57,093.40	58,221.80
Monthly	4,484.78	4,574.27	4,665.27	4,757.78	4,851.82
Biweekly	2,069.90	2,111.20	2,153.20	2,195.90	2,239.30
Hourly	29.57	30.16	30.76	31.37	31.99
Group 5					
Annually	56,274.40	58,094.40	59,987.20	61,934.60	63,936.60
Monthly	4,689.53	4,841.20	4,998.93	5,161.22	5,328.05
Biweekly	2,164.40	2,234.40	2,307.20	2,382.10	2,459.10
Hourly	30.92	31.92	32.96	34.03	35.13
Group 6					
Annually	62,080.20	63,936.60	65,884.00	67,867.80	69,942.60
Monthly	5,173.35	5,328.05	5,490.33	5,655.65	5,828.55
Biweekly	2,387.70	2,459.10	2,534.00	2,610.30	2,690.10
Hourly	34.11	35.13	36.20	37.29	38.43



## APPENDIX “C”

### Guidance Document from the OIPC

**Please refer to this link: <https://www.oipc.bc.ca/guidance-documents/2098>**

Please note the Office of the Information & Privacy Commissioner for British Columbia (OIPC) may update this document from time to time.

### **CALCULATION OF RATES**

1. **ANNUAL RATE** = 1820 TIMES HOURLY RATE
2. **MONTHLY RATE** = ANNUAL RATE DIVIDED BY TWELVE
3. **BIWEEKLY RATE** = ANNUAL RATE DIVIDED BY TWENTY-SIX

**LETTER OF UNDERSTANDING #1 – GRAVELEY LOCATION**

**BETWEEN** VP CREDIT UNION  
**AND** MoveUP (Canadian Office and Professional Employees Union, Local 378)  
**RE:** **Changes to Graveley Branch Hours of Service & Staff Hours of Work Effective Tuesday, January 2, 2018**

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As part of the 2018 to 2020 MoveUP Collective Agreement, please note we will change service and staff working hours at the Graveley branch location to match those of the Main office hours.

The purpose of change is primarily for enhanced member service, as well as for consistency for staff hours of work. Specifically, the hours of service for both Main office and Graveley Branch will be:

**Monday to Friday 8am to 4pm**

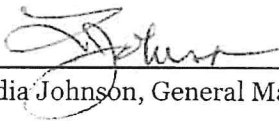
These will be the hours of service to our members and also be the same hours staff will work, equaling 35 hours per week. Staff will take their normal breaks of 2 x 15 minutes each and also be able to take a lunch hour each day.

Signed at Vancouver, B.C. this 15<sup>th</sup> day of July, 2021

**V.P. CREDIT UNION:**

**MoveUP**

(Canadian Office and Professional Employees Union, Local 378):



Lydia Johnson, General Manager/CEO



Anny Chen, Union Representative



Lisa Parans, Job Steward

**LETTER OF UNDERSTANDING #2 – HEALTH SPENDING TRUST ACCOUNT**

BETWEEN VP CREDIT UNION

AND MoveUP (Canadian Office and Professional Employees Union, Local 378)

**RE: Health Spending Trust Account**

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Effective January 1, 2018, a Healthcare Spending trust account shall be established for each employee by the Employer to reimburse employees for health-related expenses that are over and above the cost provisions provided for in Article 10 – Benefits and Sick Leave and as described in the V.P. Credit Union Benefits Booklet. The Employer shall contribute an amount equivalent to the monthly Employer's expense cost savings of the Medical Services Plan (MSP) premium at the start of each month for each employee and dependents. (2018 current amount is \$37.50 per employee) If the MSP premium remains in effect, the contribution amount will be prorated to offset that amount and the Employer will continue to pay 100% of the MSP premium for each employee and dependents. The Employer shall be required to carry over any unused funds from a calendar year's contribution to the next calendar year, but not into the third calendar year. To be clear, contributions will only carry forward to the next calendar year from which they were accrued, but not into the third calendar year from which they were accrued. New employees commencing after January 1 will be reimbursed on a prorated basis during that calendar year. Receipts must be submitted to claim reimbursement. Health Spending Accounts will be administered in accordance with the regulations of Canada Revenue Agency.

Signed at Vancouver, B.C. this 15<sup>th</sup> day of July, 2021

**V.P. CREDIT UNION:**

**MoveUP**

(Canadian Office and Professional  
Employees Union, Local 378):

  
\_\_\_\_\_  
Lydia Johnson, General Manager/CEO

  
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Anny Chen, Union Representative

  
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Lisa Parans, Job Steward