MEMORANDUM OF AGREEMENT

BETWEEN:

Ladysmith & District Credit Union

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

MoveUP, Local 378 of the Canadian Office and Professional Employees Union

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from July 1, 2018 through June 30, 2021 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

- 1. The Parties agree that the Collective Agreement is renewed for a term of four (4) years from July 1, 2021 to June 30, 2025 with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from July 1, 2021 unless specifically stated otherwise.
- 5. All items not addressed herein will be considered withdrawn on a without prejudice basis.

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

Signed this 19th day of January, 2022.

FOR THE EMPLOYER

Megan Dougan, HR Manager

John de Leeuw, Chief Executive Officer

FOR THE UNION

Anny Chen, Union Representative

APPENDIX "A"

Individual signoffs attached



January 18, 2022 Ladysmith & District Credit Union Proposal – Framework for Settlement E&OE

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

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

UP 23 – Agreed

ARTICLE 9 - LEAVES OF ABSENCE

9.02 **Bereavement Leave**

In case of death in the immediate family of a full-time or part-time regular employee, the employee shall be granted leave of absence without loss of pay for up to five (5) days <u>for</u> immediate family and family members living in the household and <u>up to</u> three (3) days for others. Immediate family shall be: employee's fiancé, spouse, <u>common-law spouse</u>, <u>same-sex partner</u>, mother, father, son, daughter, step-children, foster children, or legal dependent, <u>sister</u>, <u>brother</u>, <u>grandparents</u>, <u>and grandchildren</u>. Others shall be mother-in-law, father-in-law, step-parents, <u>grandparents-in-law</u>, <u>sister-in-law</u>, <u>brother-in-law</u>, niece, <u>nephew</u>, and other family member defined by the Employment Standards Act as <u>immediate family</u>. The leave of absence will not be charged against paid sick leave or annual vacation entitlement.



UP 24 - Agreed

ARTICLE 9 – LEAVE OF ABSENCE

9.04 Maternity Leave/Parental Leave/Adoption Leave

- a) Leave of absence without pay in the case of pregnancy shall be granted in accordance with the Employment Standards Act. Such leave will not affect sick leave entitlement, seniority, vacation entitlement, or vacation pay.—All
 - Maternity/Parental 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.
- b) If an employee chooses, up to six (6) months additional leave, without pay, may be taken as child-care leave. At least sixty (60) days prior to the end of the initial Maternity/Parental Leave, notice must be given to the Employer of the employee's intent to take the additional leave. During the additional leave, the employee shall have the option of continuing on the Benefits Plan and being responsible for the premium costs or cancelling the Benefits plan. Seniority shall cease to accrue during the child care leave. In the event that the Federal or Provincial Government declares a child-care leave as law, this benefit shall not be in addition to that law but will form part of it.
- c) 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.
- d) 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.
- e) 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.
- f) 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.

- g) <u>Absences due to pregnancy related medical complications must be medically supported.</u>
- h) Employees desiring to return to regular employment following Pregnancy Leave shall notify the Employer at least sixty (60) days prior to the desired date of return, or sixty (60) days prior to the expiry date of the Pregnancy Leave.
- i) 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.
- j) The Employer will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on the leave under this provision.



UP 27 - Agreed

ARTICLE 10 - Benefit Plans and Sick Leave

10.02 **RRSP**

The Employer shall provide an in-house RRSP program for all regular employees upon the completion of one (1) years' service. The Employer shall contribute twelve percent (12%) of the employee's gross earnings on a monthly basis. The funds contributed to the employee's RRSP shall be locked-in while they are actively employed by the Employer, with the exception of withdrawals being allowed for the Home Buyer's Plan and the Lifelong Learning Plan or any circumstances specifically stipulated in the *Income Tax Act*. Employees' withdrawal request shall be in writing and with signature.

UP 29 - Agreed

ARTICLE 10 - Benefit Plans and Sick Leave

"Health Care Days" may be used where an employee has to stay home due to their own illness or to care for a sick immediate family member. Immediate family shall be: employee's fiancé, spouse, common-law spouse, same-sex
partner, mother, father, son, daughter, step-children, and-foster children or-legal dependant, or any other dependant family member living in the employee's household.



LDCU-7 – Agreed at 2:45 pm

ARTICLE 10 – BENEFIT PLANS AND SICK LEAVE

10.04

<u>a)</u> During illness covered by the Salary Insurance Plans, the Employer will pay the employee the difference between the amount paid by salary insurance and eighty-five (85) percent of the employee's regular salary for the following periods of the employee's regular salary for the following periods of time in relation to service with the Employer.

Service	Period of Salary Difference
After completion of probation and up to two (2) years	10 working days
Over two (2) years but less than three (3) years	35 working days
Over three (3) years but less than four (4) years	55 working days
Over four (4) years	80 working days

b) Such leaves will not affect seniority or sick leave entitlement. For leaves lasting longer than 6 consecutive months, vacation entitlement will be prorated for the year based on the employee's date of return.

LDCU-12 – Agreed at 11:50 am

ARTICLE 11 – SALARY POLICY

"Except as provided in paragraph (b) following, employees shall progress to each such succeeding step in the salary range for their job group in accordance with the service required to qualify for such step. <u>Time spent on long-term disability</u> leave shall not qualify as "service" under this section."



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ARTICLE 15 – GENERAL PROVISIONS

Employees shall be entitled to allocate up to 50% of their staff RRSP portfolio to LDCU Financial Management provided such funds are available for transfer. Any funds transferred to LDCU Financial Management may not be transferred out with the exception of a transfer back to their Ladysmith & District Credit Union staff RRSP plan. Employees who elect to utilize this option will be required to sign a waiver of liability for fund performance.

Flex Compensation

Effective the first pay run following receipt of the signed collective agreement employees will have the option to choose from one of the following compensation structures:

- 1. Base salary + RSP contribution at a rate of 12% as outlined in Section 10.02 of this agreement
- 2. Base salary + RSP contribution at a rate of 10% + base salary top up at a rate of 2%
- 3. Base salary + RSP contribution at a rate of 8% + base salary top up at a rate of 4%

The base salary top up amounts can be used by the employee to invest or utilize as they see fit.

Employees may elect into or withdraw from the Flex Compensation Program **once per calendar year** by completing and signing the Employee Flex Compensation form.



UP 43

4-year term expiring June 30, 2025

General Wage increases as follows:

July 1, 2021	2.00%
July 1, 2022	2.25%
July 1, 2023	2.25%

July 1, 2024 2.50%

On the receipt of a signed collective agreement at the above term and rates, the Credit Union will offer a one time \$500 signing bonus to all members of the bargaining unit.



Signed off this 19th day of January, 2022.

For the Employer

For the Union

Megan Dougan, HR Manager

Anny Chen, Union Representative



MoveUp / Ladysmith & District Credit Union PROPOSAL – September 27, 2021 @ 9:00am

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1.01 **Existing wording –** "Employer and its employees, to define clearly the hours of work, rates of pay, and conditions of employment...".

Proposed wording – "The purpose of this Agreement is to maintain a harmonious relationship between the employer and its employees, to define clearly the hours of work..."

For the Union

For the Employer



MoveUp / Ladysmith & District Credit Union PROPOSAL — September 27, 2021 @ 9:00am

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ARTICLE 3 - UNION AND EMPLOYER REPRESENTATION

3.02 Existing wording – "The employer shall recognize three (3) employees elected or appointed by the Union to act as Job Stewards, one (1) of which shall be identified as the Councilor."

Proposed wording – "The employer shall recognize <u>up to</u> three (3) employees elected or appointed by the Union to act as Job Stewards, one (1) of which shall be identified as the <u>Chief Steward</u>".

Signed off this <u>27</u> day of <u>Sept 20 21</u> 2:33

For the Union

For the Employer



LADYSMITH & DISTRICT CREDIT UNION

PROPOSALS 2021 Employer Proposals

Employe	er				
Number	Affected Article/MOU	Date: September 28, 2021	Time: 12.05		
8	10.01	Amend 10.01			

ARTICLE 10 - BENEFIT PLANS AND SICK LEAVE

10.01

a) All full-time regular employees and part-time regular employees regularly scheduled to work sixty (60) or more hours per month shall become entitled to coverage under a Benefit Program listed under this Section on the first day of the month following starting date of employment. For the purpose of coverage of common-law spouses the Parties must have lived together under the same roof for a term of one (1) year or as otherwise established by Carrier requirement or law. Employees must notify the Employer when the common-law arrangement is terminated their spousal coverage changes within thirty (30) working days. Part-time employees qualifying for benefits as outlined in this Section will not receive the ten (10%) percent premium paid in lieu of benefits.

E&OE Signed off this	day of _	Sept	20_	હા
For the Union		For the Employer		



MoveUp / Ladysmith & District Credit Union PROPOSAL - September 27, 2021 @ 9:00am

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ARTICLE 10 -BENEFIT PLANS AND SICK LEAVE

10.03 a)

Existing wording - "During the ten (10) working days waiting period to become eligible for salary insurance: full-time employees will receive full salary paid by the employer; part-time employees will be paid for the hours they are scheduled to work in the ten (10) days waiting period."

Proposed wording - "During the five (5) working days waiting period to become eligible for salary insurance: full-time employees will receive full salary paid by the employer; part-time employees will be paid for the hours they are scheduled to work in the five (5) day waiting period."

Signed off this 27 day of 30t 20 21	2:35
For the Union	For the Employer



MoveUp / Ladysmith & District Credit Union PROPOSAL – September 29, 2021 @ 11:45am

LDCU-13

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12.01

Existing wording – "Notice of all job vacancies or newly created positions within the bargaining unit shall be posted on a bulletin board on the Employer's premises for at least three (3) working days."

Proposed wording – "Notice of all job vacancies or newly created positions within the bargaining unit shall be <u>sent electronically to all employees via their company email a minimum of three (3) working days prior to the posting closing."</u>

signed on this war day or son 20 W	513
For the Union	For the Employer



MoveUp / Ladysmith & District Credit Union PROPOSAL – September 27, 2021 @ 9:00am

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12.02 **Existing wording** — "Preference in selection shall be from full-time regular and parttime regular employees, in that order."

Proposal - Remove

Signed on this 64 day of 343f 20	<u>ar</u> (a) 4:14
For the Union	For the Employer



MoveUp / Ladysmith & District Credit Union PROPOSAL – September 28, 2021 @ 2:05pm

UP 11

ARTICLE 3 – UNION AND EMPLOYER REPRESENTATION

3.01 Recognition of Union Executive Board Member, Councillors, Job Stewards, Union Representatives, and members of the <u>Joint Occupational Health and Safety Committee</u>.

The Employer will recognize individuals and/or employees elected, appointed and/or designated by the Union as its qualified Executive Board Members, Councillors, Job Stewards, Union Representatives, and members of the <u>Joint Occupational Health and Safety Committee</u>.

Signed off this 28 day of Sept 20 at 4:35PM

For the Union For the Employer



MoveUp / Ladysmith & District Credit Union PROPOSAL – September 28, 2021 @ 2:05pm

UP 13

ARTICLE 3 - UNION AND EMPLOYER REPRESENTATION

3.04 The Employer shall notify Job Stewards of all new bargaining unit employees prior to their start date. The Employer agrees that the Job Stewards will be given an opportunity to address all new employees during regular working hours, without loss of pay. The purpose of this meeting is to acquaint new employees with the benefits and duties of union membership and employee's responsibilities and obligations to the Union.

記 Signed off this 교육 + day of 공연 20 있는 역:37pm

For the Union

For the Employer



LADYSMITH & DISTRICT CREDIT UNION PROPOSALS 2021

Union Proposals (UP Item)

Union		Date: September 27, 2021	Time:
Number	Article/MOU	Housekeeping Change – Section	10:55 s to Articles
UP 1	Various	Housekeeping Change - Section	

Change Sections to Articles

Rename all references to "Section" to "Article" throughout the Collective Agreement.

&OE ligned off this	day of _	Sept.	20 <u>D</u> 1
For the Union		For the Employer	



LADYSMITH & DISTRICT CREDIT UNION

PROPOSALS 2021 Union Proposals (UP Item)

Union Number	Affected	Data Cantomber on page	(E)
Municiper	Article/MOU	Date: September 27, 2021	Time: 10:58
UP 2	Various	Housekeeping Change – Gender Neutral	

Gender Neutral Language

The Union proposes the entire collective agreement be updated to become gender neutral.

ie. 'he/she' be changed to 'the employee' 'her/his' be changed to 'their"

E&OE Signed off this	day of 500 tember	20.2.\
For the Union	For the Employer	
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LADYSMITH & DISTRICT CREDIT UNION

PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: September 27, 2021	Time:
UP 3	1.02	Amend 1.02	

ARTICLE 1 - PURPOSE

Neither the Union nor the Employer in carrying out their obligations under this Agreement and any applicable laws shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, colour, creed, national origin, age, sex, or marital status or any other protected grounds as set out in the Human Rights Code.

	20 21
For the Employer	
	For the Employer



LADYSMITH & DISTRICT CREDIT UNION

PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: September 27, 2021	Time: 11:55
UP 4	1.03	Amend 1.03	

ARTICLE 1 - PURPOSE

The Employer recognizes the right of employees to work in an environment free from any form of harassment or bullying and the Employer undertakes to discipline any person employed by the Employer engaging in harassment or bullying. Under this clause, an employee who feels they are being harassed or bullied may initiate a grievance at any step of the grievance procedure.

E&OE Signed off this	day of Seot	2021
For the Union	For the Employer	
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LADYSMITH & DISTRICT CREDIT UNION

PROPOSALS 2021

Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: September 27, 2021	Time:
UP 9	2.01	Amend 2.01	

ARTICLE 2 - UNION SECURITY AND RECOGNITION

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

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For the Union	For the Employer	
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LADYSMITH & DISTRICT CREDIT UNION

PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: September 27, 2021	Time: 4:54
UP 10	2.04	Amend 2.04	

ARTICLE 2 - UNION SECURITY AND RECOGNITION

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

- a) Name
- b) Monthly salary
- c) Amount of dues deducted
- d) Job classification
- e) Employee status
- f) Date of Hire
- g) New Hires
- h) Terminations

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

E&OE Signed off this	ଅଞ	day of _	Sept	20 <u>01</u>
For the Union			For the Employer	



LADYSMITH & DISTRICT CREDIT UNION

PROPOSALS 2021

Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: September 27, 2021	Time:
UP 14	4.01	Amend 4.01	

ARTICLE 4 - RIGHTS OF THE EMPLOYER

The Union recognizes the right of the Employer to operate the business and direct the working force subject to the provisions of this Agreement and the right of the Union or employees to grieve, as provided in Articles 18, and 19 and 20. Nothing herein contained shall limit the statutory powers and duties of the directors of the Employer under the Gompanies Act, Section 141, which provides: "Subject to this Act, the regulations and rules, the Directors shall manage or supervise the management of the Credit Union and may exercise all the powers of the Credit Union." Actual direction of the office staff will be under the authority delegated by the Board of Directors to the Chief Executive Officer who, in turn, may delegate

provides: subject to this Act and the Constitution and Rules of the Credit Union, the directors must manage or supervise the management of the affairs and business of the Credit Union.

any portion of these duties and authority to others in managerial and/or supervisory capacity. Credit Union Incorporation Act, section 84.15, which

E&OE Signed off this	27	day of _	5apt	20_0
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LADYSMITH & DISTRICT CREDIT UNION

PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: September 27, 2021	Time:
UP 18	6.03	Amend 6.03	

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.03

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, without loss of pay.

- four (4) hours worked - one (1) fifteen minute rest period;

- in excess of five (5) hours worked - two (2) fifteen (15) minute rest periods.

E&OE Signed off this 27	day of _ 300+	20 <u>Q</u> 1
For the Union	For the Employer	



LADYSMITH & DISTRICT CREDIT UNION

PROPOSALS 2021

Union Proposals (UP Item)

<u>Union</u> Number	Affected Article/MOU	Date: September 27, 2021	Time:
UP 19	7.01	Amend 7.01	10,0

ARTICLE 7 - STATUTORY HOLIDAYS

7.01

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

New Year's Day	Family Day	Easter Monday
Good Friday	Victoria Day	Canada Day
BC Day	Labour Day	National Day for Truth & Reconcilliation
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 of the above holidays fall on an employee's normal days off, the employee shall receive an additional day or days off with pay, to be taken adjacent to the employee's normal days off or at a time mutually agreed between the employee and the Employer.

- b) The day off in lieu of a holiday which falls on an employee's normal 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 order to receive payment for a statutory holiday, part-time employees must have been employed by the Credit Union for at least 30 <u>calendar</u> days immediately preceding the holiday and worked or earned wages for at least 15 of the 30 calendar days preceding the statutory holiday.

E&OE Signed off this <u>27</u>	day of Sept	20 21
For the Union	For the Employer	usher
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LADYSMITH & DISTRICT CREDIT UNION

PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: September 27, 2021	Time: 12:08
UP 32	13.05	Amend 13.05	

ARTICLE 13 - LAYOFF AND RECALL

13.05

- a) Notice of recall to an employee on the recall list shall be sent by registered mail to the employee's last known address. An employee on the recall list may be bypassed when the employee fails to respond to the notice within five (5) calendar days of its having been sent to the employee's last known address.
- b) An employee bypassed under the foregoing conditions shall be kept on the recall list for his/her their remaining recall period.

E&OE Signed off this 87	day of Sept	20_2
For the Union	For the Employer	
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LADYSMITH & DISTRICT CREDIT UNION

PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: September 27, 2021	Time:
UP 35	15.03	Amend 15.03	

ARTICLE 15 - GENERAL PROVISIONS

15.03 Disciplinary Action

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. At the discretion of the employee, a bargaining unit Union Job Steward and/or the Union Representative may be present. In the event a Job Steward or Union Representative unavailable due to being on vacation, sick leave, etc. at the meeting time determined by the Employer, the employee may elect to have another bargaining unit member present who will take notes to be shared with the Job Steward upon their return. 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.

		4:53pm
E&OE Signed off this & &	day of 3ept	20 <u></u> 21
For the Union	For the Employer	1