MEMORANDUM

OF

AGREEMENT

Between

Island Savings, a division of First West Credit Union

And

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

All issues agreed to between the Parties will be incorporated into the renewed Collective Agreement. The Parties herein agree that the said Collective Agreement shall include the terms of the previous Agreement which expired on June 30, 2016 unless specifically noted otherwise in the expired Collective Agreement, noted in this memorandum, the attached memorandum, or agreed to between the Parties.

All previous agreed to Articles (see attachment).

Consequential amendments to be made throughout the Collective Agreement.

All changes will be effective at the date of ratification unless noted otherwise.

In reaching this agreement the Union agrees to recommend to its members acceptance of the terms and conditions as set out.

The Employer agrees to recommend to its principals acceptance of the terms and conditions as set out and will notify the Union once the Agreement has been ratified so the Union can schedule a ratification meeting with their bargaining unit members.

The terms of this memorandum are subject to ratification by the respective principals.

Agreed this 11rd day of August, 2016.

For the Union:

For the Employer:

Union Proposal
August 11, 2016 Time: _____

Countered by CR at 4:00 pm Aug 11/.

FRAMEWORK FOR SETTLEMENT PROPOSAL

MoveUP (Canadian Office and Professional Employees Union Local 378) proposes that the following framework for settlement proposal resolves, in full, all matters that have arisen in collective Bargaining between MoveUP (Canadian Office and Professional Employees Union Local 378) and First West Credit Union as follows:

- 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 All items not referred to in this document are considered withdrawn without prejudice.
- 8.4 Effective January 1, 2017, employees may be are permitted to bank one full year's accrual plus five (5) ten (10) working days of vacation and take it in the following calendar year subject to the following:
 - a) The banked vacation shall be taken at a time mutually agreed upon.
 - b) The Parties understand the carry-over may be more than ten (10) working days due to a pregnancy/parental/adoption leave or a medical leave and that other special circumstances may warrant the banking of additional vacation. There must be special circumstances warranting the banking of additional vacation,
 - Employees with carry-over beyond the ten (10) working days shall have until December 31, 2017 to take the time and any remaining vacation days, subject to 8.4 (b) above, beyond the allowable carry forward period to the employee on the first pay period of 2018. Employees may submit a written request to their Human Resources for an extension of this date to December 31, 2018, subject to approval by their performance leader and Human Resources, and such approval will not be unreasonably denied.
 - d) Employees who request payout of vacation as per 8.4 (c) above have the option to have the vacation pay go directly into an RRSP. Such request shall be made in writing, confirming the employee has sufficient contribution room, and they have an individual RRSP account held with the Employer. This RRSP option is available two times only, once before December 31, 2017 and a second time before December 31, 2018 in the event an extension has been granted as per 8.4 (c) above.

9.4 a) Pregnancy/ and Parental/Adoption Leave

Leave of absence without pay shall be granted in accordance with the Employment Standards Act. Such leave will not affect sick-leave entitlement or seniority. All pregnancy and 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. Benefits, Employer Group RRSP contributions, and Vacation days to continue during Pregnancy/Parental/Adoption Leave.

b) The employee may extend his/her their pregnancy/ or parental/adoption leave, without pay, to a maximum of twelve (12) months. The employee will be responsible to the Employer for payment of the premiums for their benefits for the extended period of leave. Employer Group RRSP contributions and Vacation Day accrual will cease during the extended leave period. Such leave will not affect seniority. Seniority will be retained during this extended period of leave but will not be accrued. All extended pregnancy/ or parental/adoption leave of absence requests shall be in writing and show the last day to be worked and the expected date of return.

10.1 Benefit Plans

- a) All employees who qualify for benefits shall become entitled to the benefit package as outlined in (b)-below the attached Appendix B-1 on the first (1st) day of the month following date of hire or transfer into the bargaining unit. (MSP will be available for the first of the month following the date of hire.)
- b) Details of the benefit plans as referred to in Paragraph (a) are contained in brochures provided by the Employer and include:
 - * Medical Services Plan of British Columbia
 - * Extended Health Care
 - * Effective January 1, 2007 Prescription Drug Benefit deductible shall be amended from \$100 to \$25 annually.



*Effective July 1, 2011 Vision Care benefits to be increased from \$250 every 24 months to \$300 every 12 months (including eye examination fees for employees and eligible dependents aged 19 to 64 that are not covered by MSP.)

- *Dental Plan
- *Weekly Indemnity
- *Long Term Disability
- * Group Life Insurance
- * Accidental Death and Dismemberment
- * Employee Assistance Program

Details of the benefit plans as referred to in paragraph (a) are attached as Appendix B-1 and also available on the corporate intranet.

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10.2 Retirement Savings Plans

The Employer offers two separate retirement savings plans the 'Bargaining Unit Employee Group Retirement Savings Plan' and the 'First West Group RRSP Program'. Employees are encouraged to discuss the two options with a qualified investment advisor and/or financial planner prior to choosing which plan to opt into.

New hires and existing non-Union employees posting into the bargaining unit who are not on the First West Group RRSP Program will have the option of choosing either the Bargaining Unit Group RRSP plan or the First West Group RRSP Program. Non-Union employees who post into a bargaining unit position and are already in the First West Group RRSP program will not have the option of transferring into the Bargaining Unit Employee Group Retirement Savings Plan.

(a) Pension Bargaining Unit Employee Group Retirement Savings Plan

The Bargaining Unit Employee Group Registered Savings Plan consists of one hundred percent (100%) Employer contributions.

A Pension This Group Retirement Savings Plan is available to all regular employees who have completed a full year of service. The Employer agrees to maintain the Pension Retirement Savings Plan, currently a non-contributing Group RRSP paid at the following rates of basic base salaries salary:

effective July 1, 2013 no change (10.25% on the first \$50,000 of base earnings; 8% on remainder base earnings

effective January 1, 2014 10.75% on the first \$50,000 of base earnings; 8% on remainder base earnings

effective January 1, 2015 11.00% on the first \$50,000 of base earnings; 8% on remainder base earnings

effective July 1, 2016 - 11.25% of base earnings

Effective July 1, 2000, e Employees with twenty (20) years or more service shall receive another one-half (1/2) percentage point on their Group RRSP rate.

These funds are "locked in" until discontinuance of employment with or retirement from Island Savings Credit Union or Island Savings Insurance Services, a division of First West Credit Union.

RRSPs on deposit with the Employer and registered in the Employee's name shall be entitled to a preferred rate of .25% above the posted rate for members excluding any special or promotional rates and excluding CAM and CSI products, for the term selected or a rate based upon "relationship banking" whichever is more beneficial.

(b) First West Group RRSP Program

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The First West Group RRSP Program has a guaranteed Employer contribution and a possible additional Employer contribution which is based on employee matching.

For the first five years of service the following applies:

The Employer will contribute three percent (3%) of base earnings towards the Group RRSP program.

If an employee contributes three percent (3%) then the Employer will contribute an additional three percent (3%) totaling six percent (6%) of base earnings. An employee has to contribute the entire three percent (3%) in order for the Employer to match the contribution.

After five years of service the following applies:

The Employer will contribute five percent (5%) of base earnings towards the Group RRSP program.

If an employee contributes five percent (5%) then the Employer will contribute an additional five percent (5%) totaling ten percent (10%) of base earnings. An employee has to contribute the entire five percent (5%) in order for the Employer to match the contribution.

Years of Service	Guaranteed Employer Core Contribution	Optional Employee Contribution	Employer Matching Contribution *	Total Potential Employer Contribution**	Total Potential Contribution including employee portion
<5 years	3%	3%	3%	<u>6%</u>	9%
>5 years	5%	5%	5%	10%	15%

^{*}To receive the Employer matching contribution the employee must contribute an equivalent percentage amount (i.e. 3% or 5%)

The First West Group RRSP Program permits withdrawals for the Lifelong Learning or Home Buyer's Plan. One free withdrawal per year on the employee portion of the contribution only can be made once per calendar year, although not encouraged, can be accommodated in times of financial distress.

Details of the First West Group RRSP program are posted on the corporate intranet.

Existing bargaining unit employees have the option to transfer to the First West Group RRSP program described above at any time. Once an employee has elected the program described above they will not be permitted to transfer back to the Bargaining Unit Employee Group RRSP plan.

10.4 a) The Employer recognizes there are occasions where an employee has to stay at home needs to be absent from work due to personal illness or to care for a sick family member

^{**}Only if the employee chooses to match the Employer core contribution

and provides a benefit called "Health Care Days". other personal reasons relating to their self or their immediate family and provides a benefit called "Personal Days". A maximum of twelve (12) working days per calendar year with full pay is available for regular employees who are unable to work due to personal or family illness. Part time employees shall earn eight (8) working days per calendar year. Part time employees on temporary full time assignment shall earn twelve (12) working days per calendar year, pro-rated for their assignment term. Casual employees do not earn paid health care days. Full-time regular, part-time regular, and temporary employees with health benefits qualify for Personal Days upon commencement of employment. Wherever possible an employee should give advance notification of intent to use a Personal Day to the Employer.

- b) In addition, employees may carry forward a maximum of two (2) years of unused "Health Care Days" accrual from previous years (full time twenty four [24] days, part time sixteen [16] days, thus permitting, under certain circumstances, a maxi mum of three (3) years of "Health Care Days" accrual in any one (1) year (full time thirty six [36] days, part time twenty four [24] days). For an example of the administration of the "Health Care Days", please refer to Island Savings' Personnel Handbook.
- c) All "Health Care Days" are calculated on a pro rated basis. Employees on probation shall not receive pay for absence due to personal or family illness.
- <u>b</u>) Personal Days are classified as one of the following and the employee will be required to indicate the applicable Personal Days plan when requesting time off:
 - i. Paid Time Off Other Bereavement (Article 9.2), Disability Waiting Period (Article 10.3), Jury Duty (Article 9.3), Volunteer Day (As per Employer policy).

ii. Paid Time Off Personal Other – Bereavement leave extension, Birth of Child, Education (sitting/writing an exam), Emergency Childcare, Family, Household Emergency, ICBC related, Pandemic, Personal Appointment, Severe Weather, WCB related.

iii: Paid Personal Leave Sick - Personal Illness

- t is the expectation of the Employer that the employee will notify the Employer for Personal Day requests where the employee knows in advance. Pre-approval will not be required where there is a situation which cannot be pre-planned or rescheduled (i.e. a specialist appointment).
- d) The Employer reserves the right to administer this policy <u>Article</u> in a fair and consistent manner and recognizes there may be circumstances where exceptions to this policy are required.
- e) All employees are required to advise their Employer of intended absences and anticipated dates of return, as soon as practical.
- f) The employee, upon request of the Employer, shall provide proof of illness, which involves paid leave.
- Should the employees' time away from work be less than one and one half (1.5) hours in one day they will not be required to track this time. Whenever possible, it is the expectation that employees schedule appointments at the start or end of the day, or around their lunch break, in order to reduce the impact to the business as a result of the amount of time absent.
- Personal Days used by part-time staff are calculated and paid based on the employee's normal scheduled hours for that day.
- Article 13.2 Employees shall be given notice of layoff or pay in lieu of notice in accordance with the Employment Standards Act. Notice of layoff or salary in lieu of notice shall be given to any affected regular employee in accordance with the following:
 - Employees, other than probationary employees, with less than two (2) years service two (2) weeks.
 - b) Employees with two (2) years or more completed service two (2) weeks plus one (1) additional week per additional year of completed service to a maximum of twelve (12) weeks.
 - c) Such payment in lieu of notice does not relieve the Employer from any other obligations or payments to which the employee is entitled under this Agreement.

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Appendix A-1 Job Classifications and Job Titles

ISLAND SAVINGS, A DIVISION OF FIRST WEST CREDIT UNION

Group 1

- Service Representative (<u>Advisor, Personal Banking</u>) <u>Member Services Advisor</u>
 Group 2
- Receptionist (Secretary) Branch Advisor
- Commercial Service Representative (Advisor, Business Banking) Member Services Advisor
- Member Service Coordinator (A) (Advisor, Member Experience) Branch Advisor

Group 3

- Cash Cage Representative (Coordinator, Branch Treasury) Cash Services Coordinator
 Group 4
- Head Teller (Advisor, Personal Banking) Branch Operations Advisor (without courses)
- Branch Administration Coordinator (Advisor, Business Services; Lending Services Representative)
 Business Services Advisor
- Lending Services Advisor
- Administrative Assistant, Wealth Management (Financial Planning Assistant) Administrative
 Assistant, Financial Planning (Level 1)
- Cash Services Advisor (without courses) previously referred to as Advisor Branch Treasury
 Group 5
- Member Service Representative (Advisor, Personal Banking) Financial Services Advisor
- Member Service Coordinator (B) (Advisor, Member Experience) Branch Advisor (with courses)
- Head Teller (qualified) (Advisor, Personal Banking) Branch Operations Advisor (with courses)
- <u>Cash Services Advisor (with courses)</u> <u>Previously referred to as Advisor</u>, Branch Treasury
- Administrative Assistant, Financial Planning (Level 2)

ISLAND SAVINGS, A DIVISION OF FIRST WEST INSURANCE

Group 1

Union Proposal
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- Customer Service Rep (Trainee) (Advisor, Insurance) Insurance Advisor Trainee
- CSR1 Appointed Agent

Group 2

CSR 1 - Customer Service Rep 1 (Advisor, Insurance) Insurance Advisor

Group 3

CSR 2 - Customer Service Rep 2 (Senior Advisor, Insurance) (Senior Insurance Advisor)

The Parties understand that a change in titles to be consistent with First West Credit Union job titles does not constitute any bargaining unit member being moved into a new position.

New Letter of Understanding: Possible Reclassification of CSR and MSR Coordinator B Positions

The Employer has indicated they would like to reclassify the Commercial Services

Representative position (Salary Group 2) and the Member Service Coordinator B position (Salary Group 5) to reflect the duties associated with each position.

The Parties have agreed to undergo a review of the Commercial Services Representative position and the Member Service Coordinator B position to determine if the two roles are in the proper classifications. If it is agreed that the current duties and responsibilities no longer warrant the current salary grouping any incumbent in the role will not see any decrease in salary and will be grandparented if the salary for the role is decreased.

The Employer shall review the existing job descriptions and make any required revisions to reflect the changes to these positions. These will be completed within six (6) months of ratification and will be provided to the Union at that time.

If an agreement cannot be reached on the salary and category of each position, the matter may be referred to Expedited Mediation Arbitration under Article as provided in the Collective Agreement.

Existing Letters of Understanding:

LOU #1 - Extension of Hours RENEW

LOU #2 - Personnel Policies DELETE

LOU #3 – Mutual Funds Training DELETE

LOU #4 - Agreed to revision on June 22/16 - see separate proposal

Union Proposal
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E&OE

LOU #5 - Communications Meeting RENEW

LOU #6 - Hiring of Students DELETE

LOU #7 - Corporate Incentive Program - Agreed to revision on June 23/16 - see separate proposal

LOU #8 – Corporate Incentive Program – Performance Ratings – Rename as 'Performance Ratings' and renew Point 2 only. Concerns regarding performance ratings will be discussed initially by the employee and their manager. Unresolved issues may be referred to the Job Steward

LOU #9 - Reimbursement of Required Course Fees DELETE - The parties understand the Employer now pays for required course fees up front eliminating the need for reimbursement.

LOU #10 - Staff Complement - Full/Part-Time Ratios - RENEW

LOU #14 - Benefit Package - RENEW

LOU #15 – Benefit Package – See changes proposed to Article 10.1 and Appendix B-1 as attached. The Parties agree to confirm all benefits to be included in the Appendix prior to the signing of the renewed Collective Agreement.

LOU #16 - Alternate Dispute Resolution - AGREE TO INCORPORATE INTO THE BODY OF THE COLLECTIVE AGREEMENT

LOU #17 - Expedited Mediation Arbitration - AGREE TO INCORPORATE INTO THE BODY OF THE COLLECTIVE AGREEMENT

LOU #18 - Arbitration - AGREE TO INCORPORATE INTO THE BODY OF THE COLLECTIVE AGREEMENT

LOU #19 - Pregnancy and Parental Leave - AGREE TO INCORPORATE INTO THE BODY OF THE COLLECTIVE AGREEMENT

LOU #20 - Shifts for Students - DELETE

LOU #22 - Appendix "A-2" - DELETE

LOU #24 – Vision Coverage – DELETE with the understanding that the vision coverage for bargaining unit employees will be increasing as per Appendix B-1.

Union Proposal
August 11, 2016 Time: _____
E&OE

LOU #25 - Relocation of Employees to Administration - RENEW

Voluntary Retirement Program

To support employees in their transition to retirement, the Employer will offer a Voluntary Retirement Program. This program will be available October 1, 2016 as a one (1) time offer (assuming ratification before that date). Program structure shall be as per the following:

- i. Application period four (4) weeks
- ii. Approval period two (2) weeks
- iii. Retirement complete four (4) weeks

Program criteria and approval process will consider operational needs and member impact, as well as the ability to replace the incumbent with a qualified and cross-trained employee, if required.

The Program will be available to employees who have reached the age of fifty-five (55) years or older with a minimum of ten (10) years' service. The amount of retirement pay shall be one (1) week at the employee's current regular salary for each year of service to a maximum of thirteen (13) weeks.

This program may be repeated in the future with similar timeframes, solely at the discretion of the Employer.

Term of the Collective Agreement: July 1, 2016 to June 30, 2019.

General Wage Increases to be applied to all employees, except for those employees who are red circled:

July 1, 2016-2.00% (SS) WM

July 1, 2017: 1.50%

July 1, 2018: 1.50%

Increases to RRSPs and to wages will be made retroactively to July 1, 2016 upon ratification of the Collective Agreement.

Employees who have been red-circled for reasons set out in Article 17 and where their salary remains in excess of the range for their current position, shall receive an annual lump sum payment on July 1st of each year of the term of the Collective Agreement in lieu of a general wage increase. Once an employee is not in excess of the range for their current position they will be entitled to the general wage increase and not a lump sum payment.

- Regular full-time employees \$350
- Regular part-time employees \$175

For red-circled employees to be eligible for this payment, such employees must receive a performance rating of 3 or better for the previous year.

Union Proposal		
August 11, 2016	Time:	
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Appendix B-1 the same as earlier Aug 11/16 Union proposal, Am.



FIRST WEST CREDIT UNION – COPE LOCAL 378 PROPOSALS 2016

Employer E-Item Proposals

Employer			
Number	Affected Article/MOU	Date: June aa/1	6 Time:
E-8 (a)	LOU #4 - Permanent Part-time Shift Schedules		
Rationale			

SETWEEN:		ER of UNDERSTANDING #4 (REVISED)	the Employer;
AND: RE:	MOVEUP (Canadian Office and Profe Permanent Part-Time Shif	essional Employees International Union, Lo	70 0700000 60
 Each Bra Duncan Cen 	nch will allocate permanent pa tre Branch:	rt-time shifts as follows:	
	1		
Mon	7.50 (Member Service Advisor)	95	
Tues			
Wed			

Thurs		
Fri	7.75 (Member Services Advisor)	
Sat	6.5 (Branch Advisor)	
Total	21.75	

Cash Cage: Admin room:

	1	
Mon	7.5	
Tues	5.5	
Wed	5.0	
Thurs		
Fri		
Total	18	

Mill Bay Branch:

	1	2	3	4
Mon	7.50 (Member Services Advisor)	7.50 (Financial Services Advisor)		7.50 (Member Services Advisor)
Tues	7.50 (Member Services Advisor)	7.50 (Financial Services Advisor)		
Wed	7.50 (Member Services Advisor)	7.50 (Financial Services Advisor)	1164 1841	
Thurs			7.50 (Financial Services Advisor)	

Total	22.5	22.5	21.5	21.5
Sat			6.50 (Financial Services Advisor)	6.50 (Member Services Advisor)
Fri			7.50 (Financial Services Advisor)	7,50 (Member Services Advisor

Lake Cowichan Branch:

	1	2	
Tues	5.50 (MSR)	5.50 (SR)	77.1
Wed		6.50 (SR)	
Thurs	6.0(MSR)		
Fri		5.50(5R)	
Sat	6.50 (MSR)		
Total	18.0	17.5	

- The allocation of hours to each of the shifts will not change without the agreement of the Parties. (Permanent part-time shifts will be scheduled for a minimum of 15 hours per week.)
- 3. Upon implementation, shifts will be allocated to qualified employees on the basis of seniority.
- 4. Part-time employees will be scheduled to ensure all part-time employees receive 15 hours minimum per week. Additional hours of work that become available will be offered to qualified employees within the branch on the basis of seniority once the part-time 15 hour minimum is met. If requirements remain unfilled, it is agreed that the Employer may call upon employees from other branches.
- Part-time employees may decline additional hours, however, the least senior employee cannot decline additional hours if there are
 no senior qualified employees available to do the work.
- Should a part-time shift become vacant, the vacancy will be posted and allocated pursuant to the posting and selection requirements of the Collective Agreement.
- 7. Postings for part-time employees will be specific to each Branch.
- 8. Postings for permanent part-time shifts will specify the shift and specific days of the week required for the vacancy.
- It is agreed that the terms of this Letter of Understanding will be enforceable as any other terms and conditions contained within the Collective Agreement.
- Upon ratification of the collective agreement, the parties will consider changes to shift schedules. Any differences may be referred
 to Expedited Mediation Arbitration under the collective agreement at Letter of Understanding #17.
- 11. Hours that are not allocated to the permanent part-time employees are available to other employees. Nothing in this Letter of Understanding denies any other employees any terms and conditions that they would otherwise receive.

E&OE Signed off this Q ay of	June 20/6
For the Employer (FWCU)	For the Union (COPE Local 378)
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With Framework For settlement

PROPOSALS 2016 Employer E-Item Proposals [2:00pm [2:00pm [2:00pm

Employer E-Item Proposals

Employer			T
Number	Affected Article/MOU	Date:	Time:
E-8 (b)	LOU #7 - Corporate Incentive Program - Wage Scales	Conterproposal	

RE:

Corporate Incentive Program - Wage Scales

It is agreed by both parties that all bargaining unit employees will be eligible, January 1, 1999, to participate in the same corporate incentive program the rest of the corporation in exchange for the removal of the 6, 12, 24, and 30 month step increases on the Wage Scales. The corporate incentive program is based on five percent (5%) of gross earnings and achievement of corporate objectives that are established annually. Performance multipliers will be applied to the established payout percentages:

Overall Exceptional Rating 150% (1.50 x payout) Overall Proficient Rating Overall Developing Rating 50% (0.50 x payout) Overall Needs Improvement Rating 50% (0.50 x payout)

Overall Unsatisfactory Rating --0% (0.0 payout)

Quarterly and annual reviews will be conducted to ensure the employees understand how they are performing. Reviews will be completed by the immediate supervisor and manager and will be reviewed by the Human Resources Department. The Annual Performance Reviews are based on overall job performance, not solely on numbers produced.

Effective January 1, 2016, all full-time regular, part-time regular, and part-time casual bargaining unit employees will be eligible to participate in the First West Short-Term Incentive Program (STIP) in accordance with First West STIP Plan and policies which are reviewed on an annual basis. Performance multipliers will be applied to the established payout .centages:

ę.	Overall Rating of 5	150% (1.50 x payout)
2.	Overall Rating of 4	125% (1.25 x payout)
3.	Overall Rating of 3	100% (1.00 x payout)
4.	Overall Rating of 2	0-75% (0.00 – 0.75 x payout)
5.	Overall Rating of 1	not eligible for payout
Revieus perfo	ews will be completed by the I mance, not solely on numbers prograining unit employed.	riews will be conducted to ensure the employees understand how they are performing. Performance Leader. The Annual Performance Reviews are based on overall job roduced. The incentive will be based on the Dloyee's actual earned salary and will not be day of
For	the Employer (FWCU)	For the Union (COPE Local 378)
E&OE		



FIRST WEST CREDIT UNION – COPE LOCAL 378 PROPOSALS 2016

Employer E-Item Proposals

Employer				
Number	Affected Article/MOU		Time:	
E-26	LOU (new) – Admin Assistant, Financial Planning	Counter to UP 28		

It is agreed that the Employer shall create an additional level of the Admin Assistant, Financial Planning position, in order to recognize those incumbents that choose to take and have successfully completed the following courses:

- Canadian Securities Course (CSC)
- Conduct and Practices Handbook (CPH)

Such employees shall be classified as Administrative Assistant, Financial Planning (Level 2) and will be included in Group 5.

The Employer shall review the existing job description and make any required revisions to reflect the additional expectations of this level. These will include, but are not limited to:

- Receiving and recording unsolicited trade orders from members
- Placing unsolicited trade orders
- Sales and referrals targets as established on an annual basis
- Meeting continuing education and licensing requirements

The revised job description will be completed within six (6) months of ratification and provided to the Union at that time.

This Letter of Understanding expires with the current Collective Agreement term.

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Union			
Number	Affected Article/MOU	Date: June 20, 2016	Time:
UP 1	Various	Housekeeping	***************************************

Union Name change to MoveUP

Change COPE & COPE 378 to "the Union" as required.

Legal reference shall be changed to:
"MoveUP (Canadian Office and Professional Employees Union, Local 378)"

E&OE Signed off this	21	day of _	June	, 20 16.
For the Union	mex	1	For the Employer	



Union			
Number	Affected Article/MOU	Date: June 20, 2016	Time:
UP 2		Housekeeping	

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

i.e. Article 1, Section 1 would be amended to: Article 1.01

E&OE Signed off this _	21	day of	June	, 20 6
For the Union	A 0		For the Employer	
- W.1	Melson	ness		



Union			
Number	Affected Article/MOU	Date: June 20, 2016	Time:
UP3	Any applicable provision of the Collective Agreement	Housekeeping	

The Union proposes the entire Collective Agreement be updated to become gender neutral. Ie. 'he/she' be changed to 'the employee'.

E&OE Signed off this 21	_ day of _	June	, 20 6
For the Union Delando		For the Employer	



Union			
Number	Affected Article/MOU	Date: June 22, 2016 COUNTERPROPOSAL	Time:
UP 4	1.2		

Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed religion, ancestry, national place of origin, age, sex, sexual orientation, family status, physical or mental disability, criminal conviction, political belief, or marital status. for any reason as provided by under the Human Rights Code, the Employment Standards Act, and any other applicable legislation.

E&OE Signed off this 22 day of	June 20 16	
For the Union D. Melson	For the Employer	



FIRST WEST CREDIT UNION – COPE LOCAL 378 PROPOSALS 2016

Employer E-Item Proposals

Employer				
Number	Affected Article/MOU	Date:	Time:	
E-31	2,4	Counter to UP 5		

2.4	Upon written authorization from the employees, the Employer agrees to deduct Union initiation fees, dues and assessments from
	the wages of each employee and to transmit the monies so collected to the Union, ence monthly on a bi-weekly basis. In
	addition, the Employer will provide to the Union, once monthly, together with a list of employees the following
	information from whom such deductions have been made:

- a) Name
- b) Monthly Salary or Hourly rate
- c) Job Classification
- d) Employee Status
- e) Date of Hire
- f) New Hires
- g) Terminations/Leaving the Union

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

E&OE Signed off this 22 day of _	June 20 lb
For the Employer (FWCU)	For the Union (COPE Local 378)
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FIRST WEST CREDIT UNION – COPE LOCAL 378 PROPOSALS 2016 Employer E-Item Proposals

Employer			
Number	Affected Article/MOU	Date: Time:	
E-20	3.5 (new)	Counter to UP 26	

3.5 Union Access

The Employer agrees that scheduled access to a meeting space on the premises of the bargaining unit locations shall be allowed to the Union Representative for the purpose of meeting with the Employer concerning business related to the Union or job stewards and any specifically affected employees pertaining to a grievance, provided advance notice is supplied to the Employer, in which case such permission shall not be unreasonably denied.

It is understood and agreed that the Union Representative shall not interact with members of the Credit Union nor interfere in the work performed by the employees, without the express permission of management.

E&OE Signed off this 22 day of 乙	ne 20.16.	
For the Employer (FWCU)	For the Union (COPE Local 378)	
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Number	Affected Article/MOU	Date: JUNE 22, 2016 COUNTERPROPOSAL	7.40 pm
UP	6.1		

- The standard day shift shall consist of seven and one-half (7 1/2) hours per day between a) the hours of 8:00 a.m. and 8:00 p.m. The standard work week shall consist of thirty-seven and one-half (37 1/2) hours, Monday through Saturday, inclusive, with the exception of Friday, where the standard day shift shall consist of eight and one-half (8 1/2) hours per day, between the hours of 8:00 a.m. and 8:00 p.m., and this shall also apply to Thursdays, where Friday, is in fact, a statutory holiday and/or a day in lieu of a statutory holiday. Letter of Understanding attached. Where an employee's standard work week is Tuesday to Saturday and the Saturday shift is less than seven and one-half (7 1/2) hours, the weekly hours shall consist of thirty-seven and one-half (37 1/2) hours and the time required to reach the standard work week hours shall be averaged over the week. Additional time worked in excess of the standard seven and one-half (7 1/2) hours per day shall not be considered overtime, unless the total hours scheduled exceeds thirty-seven and one-half (37 1/2) per week.
 - b) The determination of the starting time of daily and weekly work schedules shall be made by the Employer, and such schedules may be changed by the Employer from time-to-time to suit varying conditions of business. In the event of any changes in starting and quitting times of shifts, the Employer agrees to give at least twenty (20) working days' notice of any change.

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- c) The Employer will not require employees to work more than five (5) consecutive days per week. Employees will receive two (2) consecutive days of rest. Part-time employees may decline two (2) consecutive days of rest.
- d) The Employer shall allocate part-time hours on the basis of seniority. It shall not be the intent of the Employer to erode the seniority position of part-time employees based on allocation of hours of work unless the employee specifically declines to work on a given shift. Such declination may result in the loss of some seniority.

It is agreed that two (2) employees with the same skills, licensing and abilities to perform each other's job, may switch days of work, i.e. a Tuesday to Saturday employee may switch a day with a Monday to Friday employee. It is further agreed that such switching of days must not be at any additional cost to the Branch. Each employee will provide the Employer with the Letter of Agreement to this effect along with reasonable notice of the planned switch. It is understood that the employees who switch shifts may not receive two (2) consecutive days off.

See Letter of Understanding #4 – Permanent Part-Time Shift Schedules.

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Number	Affected Article/MOU	Date: JUNE 22, 2016	Time: 11:55
UP	5.1		

Section 1 Probationary Period

All regular employees in Groups 1 3 (Credit Union) and Trainee and Level I (Insurance) shall be considered probationary for the first sixty (60) working days six (6) calendar months of employment and all regular employees in Groups 4-6 (Credit Union) and Level II (Insurance) shall be considered probationary for the first one hundred and twenty (120) working days of employment.

The probationary period may be extended by mutual agreement. The Chief Job Steward will be provided with notice of requests to extend probationary periods. Mutual agreement will not be withheld unreasonably.

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Number	Affected Article/MOU	Date: JUNE 22, 2016	Time:
UP	5.4		

Section 4 Casual

An employee who is hired for extra emergency help that may be required from time-to-time. These employees are not covered by the Seniority and Benefit provisions of the Collective Agreement. A casual employee reaching regular status shall be covered by all provisions of this Collective Agreement. Seniority will be as provided under Article 14 of the Agreement. It is understood casual employees may be scheduled for vacation coverage in addition to extra emergency help. Casual employees will not be utilized by the Employer to avoid the posting and filling of regular or temporary positions.

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Section 5 Temporary

A temporary employee is one so informed by the Employer at the time of hire. Temporary employment shall be for a specified period not exceeding ninety (90) calendar days duration, except for temporary assignments known to be longer than ninety (90) calendar days duration such as maternity or long term illness leaves, and except when extended by mutual agreement between the Union and the Employer. Such extension shall not be unreasonably withheld. These employees upon reaching regular status shall be covered by all provisions of this Collective Agreement. Seniority will be as provided under Article 14 of the eCollective aAgreement.

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Number	Affected Article/MOU	Date: JUNE 22, 2016 COUNTERPROPOSAL	7.40 PM
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Section 1 a) The Employer agrees to provide all employees with the following statutory holidays, without loss of

pay:

New Years Day

Labour Day

Good Friday

Thanksgiving Day

Easter Monday

Remembrance Day

Victoria Day

Christmas Day

Canada Day

Boxing Day

BC Day

Family 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 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 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 the consideration to the requirements of efficient operation of the Credit Union.
- Floating Holiday (Day4U)
 Effective January 1, 2017, all regular employees will be eligible for a paid day off in addition to the statutory holidays listed above. The floating

E&OE Signed off this	22	_day of	June	20_16
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holiday must be taken, at a mutually agreed upon time approved by the employee's performance leader, during the calendar year which is recognized as January 1 to December 31. Full-time employees will be paid their regular wages when taking the floating holiday. Wages for part-time employees will be based on an average of hours worked during the 30 days immediately preceding the time taken as the floating holiday.

The following criteria applies to the annual one paid floating holiday:

- The day must be taken within each calendar year (i.e) January 1 to December 31).
- ii. Should an employee not take the day within the given calendar year the day does not accrue to the following year (i.e. the day is lost if not used).
- iii. Employees hired on or after October 1 will not be eligible for the paid day in that calendar year.
- iv. If employment terminates, and the employee has not taken the day, the value of this day will not be out.

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FIRST WEST CREDIT UNION – COPE LOCAL 378 PROPOSALS 2016

Employer E-Item Proposals

Employer				
Number	Affected Article/MOU	Date:	Time:	ALCOHOL THE
E-30	9.2	Revision to E-5 – Bereavement Leave		

9.2 Bereavement Leave

- a) In case of death in the immediate family, the employee shall be granted a leave of absence without loss of pay for five (5) days for a full-time employee, and up to five (5) business days, if scheduled, for a regular part-time employee. Immediate family is defined as the employee's spouse, fiance, mother, father, son, daughter, son in law, daughter in law, foster children, sister, brother, mother in law, father in law, step parents, step-children, grandparents and grandchildren.
 - b) In the case of death in the extended family, the employee shall be granted a leave of absence without loss of pay for one (1) day if locally, and up to three (3) days if outside travel is required for a full-time employee, and one (1) business day if locally and up to three (3) business days, if scheduled, if outside travel is required, for a regular part-time employee. Extended family is defined as the employee's Aunt, Uncle, cousin, brother in law, or sister in law. The leave of absence will not be charged against paid sick leave or annual vacation entitlement.— In the event of a death in the family, all regular full-time employees shall be granted five (5) days of paid leave and regular part-time employees shall be granted up to five (5) days, if scheduled. Part-time employees will be paid for the hours they would normally have been scheduled to work on the days they require off.

It will not be the expectation of the Employer that the employee take these days consecutively nor will it be expected that these days be taken immediately following the death.

Should an employee experience a death in the family, they will be expected to provide their performance leader with the details of the situation as soon as possible so that a determination can be made regarding the appropriate amount of time that the employee will need to be off work.

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For the Employ	er (FWCU)		For the	Union (COPE Local 378)	
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FIRST WEST CREDIT UNION – COPE LOCAL 378 PROPOSALS 2016 Employer E-Item Proposals

Employer				
Number	Affected Article/MOU	Date:	Time:	
E-33	9.3	Revision to E-5 – Jur	y Duty	

9.3 Jury Duty

Full-time regular employees and part time regular employees summoned to Jury Duty or subpoensed as a court witness shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned, had they worked on such days. Employees on Jury Duty shall furnish the Employer with such statements of earnings as the Courts may supply. 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. 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 and one half (7 ½) hours, shall be considered overtime and paid as such.

For a full-time regular employee or a part-time regular employee summoned to Jury Duty or subpoensed as a court witness during regularly scheduled working hours, the employer will continue his/her normal wages and benefits. Wages for part-time regular employees will be based on an average of hours worked during the 30 days immediately preceding the required time off. Should an employee receive payment from the courts while serving on a jury, the employer shall not require reimbursement from the employee for this payment. The intent of this is to assist him/her with any additional expenses he/she may incur as a result of participating as an active juror. When the employee receives documentation to report for jury duty or appear as a crown witness, he/she shall provide the employer with a copy as soon as possible. Employees not required in court for a full day are expected to either start or return to their shift as may be appropriate and shall discuss with the employer prior.

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FIRST WEST CREDIT UNION – COPE LOCAL 378 PROPOSALS 2016 Employer E-Item Proposals

Employer				
Number	Affected Article/MOU	Date:	Time:	
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9.5 Special Leave without Pay

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 as per the following:

- a) The period of leave shall be up to eighty (80) calendar days. Under such leaves, the employee shall retain and continue to accrue seniority.
- b) A leave may be extended for an additional period of up to eighty (80) calendar days when approved by the Employer. Seniority will accrue during such extension.
- c) The employee will be responsible to pay the Employer for payment of the premiums for their benefits for the period of leave.
- d) Such leaves may include, with a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo, medical or non-medical procedure(s) related to a physical and/or emotional change from one gender to another. The employee may apply for short and/or long term disability coverage.

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Number	Affected Article/MOU	Date: JUNE 22, 2016 COUNTER PROPOSAL	Time: 11:50
UP 15	10.5		

Section 5 10.5 Preferred Loan Rates

a) Personal Loans

All regular employees may be granted preferred interest, at Credit Union Central of BC prime rate, floating, on personal loans, lines of credit and investment loans for personal use only. Normal lending criteria to apply.

Mortgages which are secured by a principal residence under the Standard Mortgage Agreement (for CMHC mortgages) or the Umbrella Mortgage Agreement are available to all regular employees at the higher of the CRA prescribed rate or 4%. All or any advances under the Umbrella Mortgage Agreement would be eligible. This benefit applies to one (1) to (5) year fixed term rates. Normal lending criteria to apply.

These reduced rates may be deemed as constituting a taxable benefit. Employees taking advantage of former Preferred Loans Rate program may take advantage of this program on renewal of their loan/mortgage only.

- e) a) The credit union will provide the employees with free personal chequing on their own personal accounts. In addition, one (1) free savings account will be provided.
- d) b) The Employer will provide employees with the same discounts on services and products that the non-bargaining group receives and such discounts will be made available to all employees at the same time. <u>Details of these</u>

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discounts can be found in the following policies, provided by the employer and made available to all employees on the corporate intranet:

- -Employee Lending Benefit Policy.
- -Employee Investment Benefit Policy.

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FIRST WEST CREDIT UNION – COPE LOCAL 378 PROPOSALS 2016

Employer E-Item Proposals

Employer		
Number	Affected Article/MOU	Time:
E-25	LOU (new) – Business Services Advisor	
employee Business S	s available to provide coverage, the	are no qualified and cross-trained bargaining ur Employer shall be permitted to cover the I to as Business Service Representative) with
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Union			
Number	Affected Article/MOU	Date: June 20, 2016	Time:
UP 22	LOU #6	Discussion item	

The Union would like to discuss Letter of Understanding #6 re: Hiring of Students. The Union reserves the right to table proposals based on the discussion.

Agree to delete LOU#6.

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Number	Affected Article/MOU	Date: June 20, 2016	Time:
UP 25	LOU #20	Discussion item	

The Union would like to discuss Letter of Understanding #20 re: Shifts for Students. The Union reserves the right to table proposals based on the discussion.

Agree to Lou#20

E&OE Signed off this	day of _	June	, 20_16,
For the Union	MM	For the Employer	

NEW: <u>APPENDIX "B-1"</u> Benefit Plan Outline

Particulars of the Benefit Plan will remain unchanged during the term of the collective agreement.

Basic Life

- 100% Employer paid premiums
- Life insurance benefit is 3 times annual earnings up to a maximum of \$1,200,000.00
- At age 65+, life insurance benefit is 1 times annual earnings
- Coverage terminates at age 70 or upon retirement, if earlier
- Premiums waived during the entire Long Term Disability period

Optional life Employee/Spouse

- 100% Employee paid premiums
- Units of \$10,000 to maximum of \$500,000 for employee and/or spouse, subject to evidence of insurability
- Coverage terminates at age 70 or upon retirement, if earlier

Basic AD&D

- 100% Employer paid premiums
- Employee coverage only
- AD&D Insurance benefit will pay a benefit for injuries/death (up to 2 times annual salary to maximum \$800,000)
- Coverage terminates at age 70

Short-Term Disability

- 100% Employer paid premiums
- Employee coverage only
- Short-term Disability benefit pays 60% of regular earnings for up to 15 weeks disability
- Maximum monthly benefit is \$15,000 per month
- This benefit is taxable when received
- Income from all sources is limited to 85% of pre-disability income

Long-Term Disability

- 100% Employer paid premiums
- Employee coverage only
- Long-term Disability benefit pays 60% of regular monthly earnings
- Maximum monthly benefit is \$15,000 per month
- This benefit is taxable when received
- Income from all sources is limited to 85% of pre-disability income

Employee & Family Assistance

Included

Extended Health Care

100% Employer paid premiums

E&OE

- Includes: Medical Expenses, Accidental Dental Coverage, Out-of-Country and Emergency Travel Assistance (ETA), and Paramedical - all summarized below
- Annual deductible: \$25 per single or family
- Maximum benefit \$1,000,000 per lifetime
- Hospital Expenses:

Extra charges for a private or semi-private room in an acute care hospital

Wedical Expenses:

Prescription drugs (fertility drugs limit \$5,000 per lifetime)

Emergency ambulance services

Oxygen, blood or plasma, artificial limbs and eyes, crutches, splints, casts, trusses, braces (braces or orthotic devices used for athletic activities are not covered)

Hearing aids - \$500 maximum per 5 year period

Wigs and hairpieces required because of injury or medical treatment - maximum \$500 per lifetime

Orthopedic shoes - one pair per person lifetime maximum

Orthotic devices - 1 pair per person every 12 months (orthotic devises use for athletics are not covered)

Rental or purchase (where more economical) of durable equipment for therapeutic treatment, including standard wheelchairs and hospital beds (major expenses should be approved before purchase)

Professional services of the following practitioners are covered at 100% from the first visit up to the specified maximums (x-rays, appliances and tray fees are not covered)

- Chiropractor up to \$200 per person / year
- o Naturopath up to \$200 per person / year
- Remedies prescribed by a Naturopath are not covered
- Physiotherapist and massage practitioner no annual limit for massage therapy a physician's referral is required
- Podiatrist up to \$200 per person / year
- Speech language pathologist up to \$100 per person / year
- Acupuncture treatments provided in BC by a licensed acupuncturist (including x-rays) up to \$100 per person / year
- Services of a registered psychologist and/or Clinical
- Counselor up to \$200 per person / year
- Reimbursement for paramedical practitioner expenses will be based on usual and customary amounts.

insulin pump and supplies:

- Medical condition must be Type 1 Diabetes
- o Insulin infusion pump is paid at "usual and customary" charges the current maximum eligible expense for reimbursement is \$5,500 per 5 years.
- \$250 monthly maximum for insulin infusion pump supplies
- Claim/application must be submitted under the provincial plan first for those who are age 18 or younger

in acute cases, the services of a private-duty registered nurse up to a maximum of 720 hours per

Fees for medical exams required for employment purposes (if not covered by another plan) Accidental Dental Coverage:

Dental expenses incurred because of an accidental blow to the mouth that require prompt

30&3

repair of natural teeth are covered under the EHC plan. Normal dental care expenses are covered under the dental plan. Please refer to the dental section for details.

Out of Province/Country & Emergency Travel Assistance:
 100% reimbursement of amounts over MSP coverage for Emergency treatment only
 60 day trip duration limit; \$100 annual deductible (single or family)
 \$1,000,000 lifetime maximum

Vision

Effective July 1, 2016 Vision Care benefits to be increased from \$300.00 every 12 months to \$350.00 every 12 months "rolling" for two years, resulting in a benefit of up to seven hundred (\$700.00) every 24 months.

Dental

- 100% Employer paid premiums
- No Annual Deductible
- ⇒ 75% Basic & Preventative
- 75% Major Restorative
- 50% Orthodontics (\$2,000/lifetime max per person)

Medical Services Plan (Care Card)

- Premiums cost-shared per Collective Agreement (Currently union employees pay \$15.00 per month for single coverage, \$20.00 per month for couple coverage, and \$25.00 per month for family coverage.)
- Coverages per MSP policies

Eligibility

Eligibility will be fifteen (15) hours per week

There will be no reduction in any benefit during the term of the collective agreement. If changes are initiated by the carrier(s), then First West Credit Union shall give the Union a minimum of thirty (30) days written notice or longer if possible. The Parties agree to meet for the purpose of discussing such changes, including the possibility of alternate carriers.