Between

COMMUNITY SAVINGS CREDIT UNION

(hereinafter referred to as the "Employer")

And



(Canadian Office and Professional Employees Union, Local 378)

(hereinafter referred to as the "Union")

July 1, 2018 to June 30, 2022

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ARTICLE 1 — PURPOSE

1.01

The purpose of this Agreement is to maintain a harmonious relationship between Community Savings Credit Union 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:

1.02

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, colour, creed, national origin, age, sex or marital status.

ARTICLE 2 — UNION SECURITY and RECOGNITION

2.01

The Employer recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of the Canadian Office and Professional Employees Union Local 378, hereinafter referred to as "MoveUP", and within the classifications of office and clerical workers listed in Appendix "A" or within such new classifications as may from time to time be agreed and established by the Parties. It is expressly agreed that this agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.

2.02

The Employer agrees that all employees as per 2.01 above, as a condition of employment, shall, within fifteen (15) days from the date of employment, become and remain members of the Union.

2.03

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:

Name Monthly salary Amount of dues deducted Job classification Employee status Date of Hire New Hires Terminations

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

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ARTICLE 3 — UNION REPRESENTATION

3.01

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

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 and Union Representatives. The Union may identify one Job Steward as the Chief Steward.

The Union will notify the Employer in writing as to who are the elected, appointed and/or designated Executive Board Members, Councillors, Job Stewards and Union Representatives authorized by the Union to discuss and wherever possible resolve problems arising out of the Collective Agreement.

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.

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 meeting, 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.

3.02

The Job Steward(s) may, within reason, carry out their duties in Article 3.1 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. Time spent by Job Stewards beyond their regular working hours will not be paid by the Company. Before carrying out their duties relating to 3.1(a), (b), and (e), during regular working hours, the Job Steward will first obtain permission from the manager or his-her designate at his/her location. Such permission will not be unreasonably withheld. It is understood that the Job Steward will carry out

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his/her duties in a manner as to cause a minimum of interference to normal job duties and business operations.

3.03

- a) Each Party to this Agreement shall appoint a Standing Committee.
- b) The Union's Committee shall be composed of not more than three (3) 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. A decision by the Union's Standing Committee must be confirmed by an Official Representative of the Union, to bind the Union.
- e) The Parties agree to appoint members of the Standing Committee pursuant to article 3.3 within one month following ratification of a renewal Collective Agreement. Meetings will be scheduled to take place in February, June and October of each year although more frequent meetings may be held if the parties are agreed that there are sufficient issues which necessitate the need for additional meetings.
- 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. Agenda items must be exchanged no later than two (2) weeks prior to the date of the scheduled meeting. 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. Agenda items will include matters such as Management Performing Bargaining Unit Work, Work Loads and Respectful Work Environment, Expressions of Interest, Job Postings, Benefit Program Review, Regular Shifts for Part-Time Employees and Rights of Job Stewards.
- g) If the Union has reason to believe that a work environment is not free from all forms of harassment including and repeated, vexatious behaviour that erodes an employee's dignity, the Union may raise the matter with the Standing Committee before initiating a grievance under the collective agreement.
- h) The Employer will ensure that employee workloads are reasonable. If the Union has reason to believe that workloads are excessive, the Union will raise the matter with the Standing Committee before initiating a grievance.

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ARTICLE 4 — THE RIGHTS of the EMPLOYER

4.01

The Union recognizes the rights 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.

Nothing herein contained shall limit the statutory powers and duties of the Directors of the Employer under the Company 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 any portion of these duties and authority to others in any capacity.

<u>4.02</u>

The Union agrees to use every reasonable effort and means at its disposal to assist and promote the business and welfare of the Employer.

ARTICLE 5 — DEFINITION of EMPLOYEES

<u>5.01</u> Probationary Period

All employees shall be considered probationary for the first <u>ninety (90)</u> working days of employment. This period may be extended by mutual agreement between the Employer and the Union. Reviews will be done with these employees every <u>thirty (30)</u> working days.

5.02 Full-Time Regular

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

5.03 Temporary Employee

A temporary employee is one so informed by the Employer at the start of employment. Temporary employment shall be for a specified period not exceeding three (3) months, except when replacing for temporary periods due to extended leave, maternity, parental, long-term illness or when extended by mutual agreement between the Union and the Employer. Temporary positions for maternity leave replacement shall be posted. These employees shall be paid in accordance with the salary scales in Appendix "A", and shall advance through the scales based on length of service. After three (3) months service the benefits shown under Article 10.01 and 10.02 shall apply except for short term and long term disability. Effective March 1st, 2003 temporary employees' contract must be for at least one (1) year to have coverage for Basic Life Insurance, Optional Life,

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and Accidental Death & Dismemberment. Existing employees hired prior to March 1st, 2003 whose fixed terms are less than one (1) year, are grandfathered for Basic Life Insurance, Optional Life and Accidental Death & Dismemberment.

5.04 Part-Time Regular

- (a) An employee hired to work regular hours or days on a continuing basis but who works fewer than the normal working hours in a month. These employees shall be covered by all conditions of this Agreement. Benefit Plans and Sick Leave included in wage rates, see Appendix "A-2".
- (b) A part-time regular employee hired on a regular full-time basis who has not completed a sixty (60) working day probationary period in the position applied for will be required to complete the probationary period.
- (c) For the purposes of this Agreement as it applies to part-time employees, sixty (60) working days is equivalent to three (3) months, one hundred (100) days is equivalent to six (6) months and two hundred (200) days is equivalent to one (1) year.
- (d) Schedules for part-time employees will be posted as follows:
 - i) the employer will post all part-time positions showing the days and hours for each week that is required as per <u>Article 12.03</u>.
 - ii) postings will be: maximum 5 days per week maximum 30 hours per week.
 - iii) the employee will not be able to split the posting, they must take the full posting.
 - iv) the posting may be in two different branches during the week.
 - v) any employee that is unable to work any of the posted shifts will be laid-off and if they wish, may be placed on the recall list for one year.
 - vi) any unscheduled days or hours available shall be referred to regular part-time employees to a maximum of 5 shifts or 35 hours per week and any remaining hours shall be referred to casual employees based on the ability to do the job and seniority, in that order.
 - vii) if the part-time employees in the branch do not wish to work additional hours, then it would be offered system wide based on ability to do the job and seniority, in that order.
 - viii) part-time employees would be required to advise the Human Resources Department if they would like additional days and hours. They must be specific in what they would like.

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- ix) any changes to existing postings will be posted as required.
- x) the Systems department postings will be exempt from 5.04.

5.05 Casual Employee

An employee who does not hold a regular position and works on an incidental basis for the purpose of assisting with peak workload periods, vacations, sickness, floaters and Leaves of Absence. Amongst those casual employees able to do the job required, the principles of seniority shall be applied when calling them to work.

5.06 Inter-Branch Floaters for the Mainland Branches, Victoria Branch Excluded

Inter-Branch Floaters are employees that would work at all of the mainland branches. All terms and conditions apply except for <u>5.04(d)(iv)</u>.

Travel compensation will be provided as set out in the Reimbursement of Personal Vehicle Use Policy.

ARTICLE 6 — HOURS of WORK and OVERTIME

6.01

- (a) The standard day shift shall consist of up to eight (8) hours per day, between the hours of 8:00 a.m. and 8:00 p.m.
- (b) Where the Credit Union is open for business the standard work week shall consist of thirty-five (35) hours; Monday through Saturday inclusive.
- (c) In the event it becomes necessary to open the Credit Union for business on Mondays, the Employer agrees that a schedule of days off will be negotiated with the Labour Management Relations Committee. It will not be the intent of the Employer to work employees six (6) consecutive days. The Employer agrees to provide two (2) consecutive days off for regular full-time employees and, wherever it is possible, for regular part-time employees. If problems arise with respect to regular part-time employees the matter will be referred to the Labour Management Relations Committee for discussion. Employees will not work six (6) days in a week unless the sixth (6th) day is paid as overtime.
- (d) Where a branch or branches are open six (6) days per week and where pairs of employees within the same classification are willing, those pairs of employees shall have the opportunity to rotate their shifts to the other end of the week (Monday-Friday to Tuesday-Saturday) once every six (6) months. At the end of the six (6) months those pairs of employees shall revert to their original ends of the week.

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- (e) Reporting at Non-Regular Centre: If an employee is required to report for their regular day's work at a centre other than their regular headquarters, mileage at the appropriate rate will be paid to and from that location, less the amount of mileage normally taken by the employee to travel to and from their regular headquarters. Reasonable parking costs shall be reimbursed upon receipt.
- 6.02 A one (1) hour lunch period will be provided and taken between 11:00 a.m. and 3:00 p.m. of the regular working days, excluding Saturday.
- **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:

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

Lunch Hour	Morning Rest Period	Afternoon Rest Period
11 - 12 p.m.	0 min.	30 min.
12 - 1 p.m.	15 min.	15 min.
1 - 2 p.m.	15 min.	15 min.
2 - 3 p.m.	30 min.	0 min.

6.04 Overtime Premium

- (a) Time worked in excess of the standard day-shift shall be paid for at time and one-half $(1\frac{1}{2})$ the employee's straight-time hourly rate for the first one-half $(\frac{1}{2})$ hour 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 $(1\frac{1}{2})$ the employee's straight-time hourly rate for the first one-half $(\frac{1}{2})$ hour 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 the rate of double the employee's regular rate in addition to the employee's regular salary.
- (e) 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 <u>6.04</u> for a minimum of four (4) hours or for time worked, whichever is greater.

Travel time to and from the employee's residence will be considered time worked.

- (f) An employee called back to work for an emergency (ie: setting an alarm, locking doors, police or fire, etc.) shall be paid overtime for a minimum of two (2) hours overtime or time worked, whichever is greater. Time spent in travelling shall be considered overtime.
- (g) Overtime work must be authorized by the Manager or his/her authorized representative.
- (h) Systems Department
 All overtime shall be voluntary except where work is required to be completed to provide an up-to-date, on-line banking system for the Credit Union. The junior qualified employee cannot refuse to perform the required work.
- An employee who works overtime beyond a regular shift shall be allowed a one (1) hour paid meal period in which to eat the meal at his/her 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.
- Employees who work overtime may take time off in lieu of overtime pay but such time off must be taken 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.
- 6.07
 All overtime will be voluntary.

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ARTICLE 7 — STATUTORY HOLIDAYS

7.01

(a) The Employer agrees to provide all full-time 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
*Three (3) Floating Days		

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government. The Employer further agrees that should one of the above Statutory Holidays fall on an employee's normal day(s) off the employee shall receive an additional day or days off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday.

(b) Three (3) Floating Days *
These additional guaranteed holidays to be taken at a time mutually agreeable between the Employer and employee. Floating days may be split into two half days. A half day is considered a four (4) hour day with

one (1) fifteen (15) minute paid break.

7.02

When a statutory or guaranteed holidays falls on a Monday, being a day when the employee normally does not work, the Employer shall declare the preceding Saturday as the day in lieu of such holiday. Where, in the opinion of the Employer, work on Easter Monday is essential, another compensating day mutually agreed to, will be granted and overtime rates will not prevail for the work performed on Easter Monday. However, should the Employer request the employee to work on the agreed day off, then overtime rates shall apply.

7.03

In the event any of the holidays enumerated in <u>7.01</u> above occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

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ARTICLE 8 — ANNUAL VACATION and SUPPLEMENTARY VACATION PLAN

8.01

- (a) The vacation year shall be January 1st to December 31st. Employees commencing employment January 1st June 30th shall be credited with a vacation year, those commencing employment July 1st December 31st shall not receive credit for a vacation year until the following vacation year but shall still receive a prorated vacation as per 8.02(a) herein.
- (b) Vacation shall be taken in the vacation year in which it is being earned subject to the provisions of <u>8.02</u> and <u>8.06</u> of this Article.
- (c) Vacation shall be on the basis of two percent (2%) per week or the current salary, whichever is greater for the number of days vacation when vacation is taken.
- (d) Should an employee take a vacation in excess of his/her earned entitlement, the employee shall reimburse the Employer for any overpayment he/she may have received for holidays provided by this Article.

8.02

Regular full-time employees shall earn paid vacations in accordance with the following entitlements:

- (a) During the first (1st) vacation year of employment, an employee shall earn a paid vacation entitlement of one (1) working day for each month or major portion of a month worked, up to a maximum of ten (10) days.
- (b) Second vacation year fifteen (15) working days;
- (c) Third (3rd) vacation year sixteen (16) working days;
- (d) Fourth (4th) vacation year seventeen (17) working days;
- (e) Fifth (5th) vacation year nineteen (19) working days:
- (f) Sixth (6th) vacation year twenty (20) working days;
- (g) Seventh (7th) vacation year twenty-one (21) working days;
- (h) Eighth (8th) vacation year twenty-two (22) working days;
- (i) Ninth (9th) vacation year twenty-three (23) working days;
- (j) Tenth (10th) vacation year twenty-four (24) working days;
- (k) Eleventh (11th) vacation year twenty-five (25) working days;
- (I) Twelfth (12th) vacation year twenty-six (26) working days;
- (m) Thirteenth (13th) vacation year twenty-seven (27) working days;
- (n) Fourteenth (14th) vacation year twenty-eight (28) working days;
- (o) Fifteenth (15th) vacation year twenty-nine (29) working days;
- (p) Sixteenth (16th) vacation year thirty (30) working days.

8.03

The Employer shall post a vacation list on the first working day in January each year and employees shall select their vacation period by February 15th. Not later than February 28th, the Employer shall notify employees whether or not the vacation periods selected are approved.

Employees are required to fully select their vacation by February 15th, but requested changes after approval would not be unreasonably denied.

8.04

Senior employees shall be given preference in the selection of vacation periods. <u>Employees make selections in blocks of full weeks.</u> Employees who wish to take their vacation in broken periods may do so subject to the following conditions:

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

8.05

- (a) Full Time Employees with three (3) weeks vacation entitlement or more shall be entitled to bank up to a maximum of one (1) week vacation and must take the banked vacation in the following year. Employees shall notify the Employer by April 15th of the year the vacation is earned.
- (b) Part Time Employees shall be entitled to carry up to a maximum of five (5) days of accrued vacation pay and must use the banked vacation pay in the following year.

8.06 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 he/she is entitled, become eligible to receive a supplementary vacation with pay each five (5) years, as set forth below:

Years of Completed Continuous Service	Weeks Supplementary Vacation
After 5 years After 10 years After 15 years After 20 years After 25 years After 30 years After 35 years	5 days 5 days 5 days 5 days 10 days 5 days 5 days 5 days

(b) The supplementary vacation may be taken in conjunction with the regular vacation to which the employee is entitled, in which event the

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- supplementary vacation shall be taken at a time to be agreed upon by the Company and the employee.
- (c) One (1) week's 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 his/her next earned period of supplementary vacation provided in 8.06 (a).

8.07

Part-time regular employees shall receive the same number of calendar days of vacation as full-time regular employees with the same amount of vacation years service. Vacation pay shall be the appropriate percentage of gross earnings for the period in which vacation was earned.

8.08

Employees who work part of the year due to WI/LTD claim in excess of twelve (12) weeks and employees who terminate shall have vacation pay prorated as a percentage of gross earnings. This shall apply to Maternity/Parental Leave where the employee does not return to employment from the leave.

ARTICLE 9 — LEAVE of ABSENCE

9.01 Union Business

- (a) Leave of absence without pay will be granted to employees for the purpose of attending the Union's business or a bargaining unit employee serving as a Trainee Union Representative providing the Employer's work requirements will allow for such leave. The Union will request such leave by giving the Employer at least five (5) days notice.
- (b) Upon thirty (30) calendar days request, an employee who is elected or appointed for a full-time position to the Union, shall be granted a leave of absence without pay, and without loss of seniority, for up to one (1) year, subject to extension by mutual agreement. The employee shall be allowed to continue participating in the benefit plans of this Agreement, except for STD and LTD, employees will not be covered by STD and LTD during a leave of absence, only during maternity/parental leave, and she/he shall pay the full premiums of these plans.

9.02 Pregnancy/Parental/Adoption Leave

Leave of absence in case of pregnancy/parental/adoption leave shall be granted in accordance with the Employment Standards Act. Such leaves will not affect sick leave or seniority provisions.

A regular employee shall be entitled to six (6) months leave without pay upon completion of the pregnancy/parental/adoption leave period. The Employer is not

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responsible for the costs of the benefit plan premiums beyond the time required by the Employment Standards maternity/parental benefits. 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.

If an unpaid leave is taken after the completion of the pregnancy/parental/adoption leave period, sick days and vacation days will not continue to accrue during the unpaid portion of the leave. Seniority will continue to accrue.

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

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

Vacancies arising under the provisions 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.

9.03 Bereavement Leave

(a) 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) consecutive days, for immediate family.

Immediate family are: spouse, mother, father, sister, brother, children, foster children, step parents and step children.

In the event of the death of the immediate family, one (1) of the days mentioned above may be taken on the day of the burial/wake/ceremony.

(b) In case of death of other family members, the employee shall be granted up to three (3) consecutive days leave of absence without loss of pay and up to five (5) days where travel warrants it, i.e.: one (1) day travel and one (1) day additional.

Other family members are: mother-in-law, father-in-law, grandparent, grandchild or legal guardian.

In the event of the death of the other family member, one (1) of the days mentioned above may be taken on the day of the burial/wake/ceremony.

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(c) For any relatives not mentioned in the above <u>9.03 (a) or (b)</u>, to be entitled up to one (1) day leave to attend a funeral without loss of pay.

The leave of absence will not be charged against paid sick leave or annual vacation entitlement.

9.04 Special Leave Without Pay

Special leave without pay will only be considered provided that any unbooked vacation entitlement (excluding supplementary vacation), accrued days in lieu of statutory holidays, floater days and overtime have been used.

- (a) When the reasonable requirements of the Employer's services will permit, any employee hereunder, upon written application to the Employer, may, if approved in writing, by the Employer, be granted a leave of absence for a period of up to thirty (30) working days. Such approval shall not be unreasonably withheld. Under such leave, the employee shall retain and continue to accrue seniority.
- (b) Such leaves may be extended for additional periods of up to thirty (30) working days when approved by the Employer, in writing, and seniority will accrue during such extension.
 Employees on leave under <u>Article 9.04</u>, that extends past thirty (30) working days, shall have their vacation pay pro-rated as a percentage of gross earnings.
- (c) Special leave without pay for educational purposes will not require a full-time regular employee to exhaust unbooked vacation entitlement, accrued days in lieu of statutory holidays, floater days and overtime banks prior to the special leave without pay being granted. The above 9.04 (a) still applies with the exception of the educational leave being capped at two (2) weeks per calendar year.

9.05 Jury Duty

An employee summoned to Jury Duty or a subpoenaed witness shall be paid wages amounting to the differences 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 seven (7) hours for the purpose 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.

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9.06 Family Responsibility Leave

These are for emergencies for children or other family members residing in the home, where no one else is capable of caring for these family members.

Such time taken shall be charged against Sick Leave under <u>Article 10.02(a)</u>. One (1) day equals seven hours.

9.07 Compassionate Care Leave

The Employer shall grant, upon request, unpaid Compassionate Care Leave in accordance with the Employment Standards Amendment Act (April 27, 2006).

9.08 Transition Leave

An employee who provides a certificate from a medical practitioner confirming that an 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 — BENEFIT PLANS and SICK LEAVE

10.01

(a)

- i) All full-time and part-time regular employees regularly scheduled to work sixty (60) hours per month or more shall become entitled to coverage for:
 - Medical
 - Dental
 - Extended Health, and
 - Employee and Family Assistance Program

All full-time and part-time regular employees regularly scheduled to work an average of fourteen (14) hours per week (which would mean sixty (60) hours per month or one hundred and eighty-two (182) hours per quarter) or more shall become entitled to coverage for:

- Basic Life Insurance
- Optional Life Insurance, and
- Accidental Death & Dismemberment Insurance

All full-time and part-time regular employees regularly scheduled to work a minimum of fourteen (14) hours per week or more shall become entitled to coverage for:

- Short Term, and
- Long Term Disability

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If you do not maintain the minimum required work hours, you will not be eligible for disability benefits.

The above benefits to be administered by BC Credit Union Employee Benefits Trust, or equivalent. (Details of the Plans are contained in brochures provided by the Employer).

- ii) For the purpose of coverage of common-law spouses, the partners must have lived together for a term of one (1) year. Where any marital relationship is terminated, where they are no longer living together, the spouse is no longer an eligible dependant and coverage must be cancelled.
- iii) Medical Plan
 On the first (1st) of the month following starting date of employment.
- iv) All Other Plans

On the completion of the <u>ninety (90)</u> working days probationary period.

- (b) The Employer shall pay one hundred (100%) per cent of the premiums for any of the following plans for which the employee is enrolled:
 - i) Medical Services Plan of BC.
 - ii) Extended Health Benefit Plan.
 - iii) Dental Plan.

Wage Indemnity and long-term disability remain as 100% employee paid.

(c) All employees shall receive a Health Care Spending Account (HCSA) in the amount of three hundred (\$300) per calendar year which may be spent on health or dental benefits as determined and adjudicated by the benefit provider.

10.02 Sick Leave

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

(a) All employees on the payroll as at January 1st of each year will be given credit for twelve (12) days sick leave for that year. New employees starting during the year shall receive a pro-rated portion calculated at one (1) day per month worked to a maximum of twelve (12) days.

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 years maximum entitlement.

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(b) Employees must bank days accrued to a maximum of ten (10) days to cover the waiting period required for Short Term Disability coverage, 10.02 (c). Sick days accumulated beyond the ten (10) day bank shall be paid out (one-half (½) day per full day accumulated) in the following January of each year. Upon termination banked days accumulated and the current years pro rated days of entitlement shall be paid out on the basis of one-half (½) day for each full day accumulated.

Sick days shall be banked from the unused sick leave at each year end. They shall be banked at the rate of three (3) days per year and at the employee's option more may be used to refill the bank. Upon separation from employment, the employee shall be paid for one-half ($\frac{1}{2}$) of their unused sick leave earned plus one-half ($\frac{1}{2}$) of their sick leave banked.

- (c) Upon becoming eligible for Short Term Disability, an employee will receive 66 2/3% of the first \$3000 of regular earnings plus 45% of the next \$3000 of regular earnings plus 40% of regular earnings in excess of \$6000, up to \$15000 per month from the insurance plan for the duration of illness in accordance with the provisions of the plan. It is the responsibility of the employee to complete and file the necessary application forms to receive payment.
- (d) The employee, upon request of the Employer, shall provide proof of illness which involves paid leave. The employer will reimburse the reasonable cost of up to two (2) medical certificates (doctor's notes) annually.
- (e) It is understood that employees granted twelve (12) days "credit" on January 1st of each year are actually "earning" those days at one (1) day per month worked. Upon termination of employment an employee having used more sick days than "earned" shall be required to reimburse the Employer from his/her final pay.
- (f) While on Short Term Disability employees must ensure that premium payments are continued. The Employer shall continue to pay the premiums for benefits provided for in 10.01(a), (except Short Term Disability and Long-Term Disability) during the Short Term Disability period.

10.03 Retirement Plan

(a) Full-time and Regular Part-Time Employees

Effective July 1, <u>2018</u> the Employer agrees to pay twelve (12%) percent of the employee's monthly salary into a Registered Retirement Savings Plan for each month worked, commencing upon completion of the probationary period.

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Effective July 1, 2019 the Employer agrees to pay twelve and a half (12.5%) percent of the employee's monthly salary into a Registered Retirement Savings Plan for each month worked, commencing upon completion of the probationary period.

Effective July 1, 2020 the Employer agrees to pay thirteen (13%) percent of the employee's monthly salary into a Registered Retirement Savings Plan for each month worked, commencing upon completion of the probationary period.

- (b) When a part-time employee moves into full-time employment, their accrued service credits shall be carried towards full-time employment with regards to enrolment in the Credit Union RRSP provision, in this Agreement.
- (c) Each employee shall have the option to pay additional sums into the Plan, up to the maximum allowable under the Income Tax Act. Money may not be removed from the RRSP's while an employee of the Credit Union.
- (d) Funds on deposit under <u>Article 10.03</u> may be used for First Time Home Buyers and the Life Long Learning Plan, as allowed by Revenue Canada, on the basis that funds used from the Credit Union must be re-paid to the Credit Union.

Funds on deposit (including non-registered term deposits) shall be paid at one-half percent ($\frac{1}{2}$ %) premium on the posted rate (capped at the 'wholesale rate') following ratification and upon maturity. This shall apply on terms of one (1) to five (5) years only including promotions. If an employee withdraws funds from an RRSP to purchase a home under the Home Buyers Plan and finances the purchase at another institution, the standard penalties for early withdrawal will apply.

- (e) Funds will be deposited to Community Savings Credit Union's standard variable Registered Retirement Savings Plan and the employee determines how they wish to invest these funds. The rate of interest will be Community Savings posted variable rate. Staff can negotiate "Bid" rates for these funds. Interest is compounded semi-annually.
- (f) Employee's will have access to Mutual Funds.

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ARTICLE 11 — SALARY POLICY

11.01

Employees, as defined in Article 5, 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 an employee in accordance with $\underline{11.05}$ of this Article and shall not be construed to mean an employee may not be advanced to the next step in his/her salary range before having the required service.

11.02 Job Descriptions

Are written with the intent to set forth the general duties and requirements of the job and to indicate the level of skill required and shall not be construed as imposing any restrictions on the right of the Employer to create a new job or to assign duties to employees other than those specifically mentioned in job descriptions, providing always, that if the assignment of such duties changes the job content sufficiently to justify a review of the job rate, the Local Union shall be notified and a revised rate may be negotiated between the Parties. The effective date for the new rate shall be that date the job was submitted for review.

The job descriptions tabled in the 2011 negotiations will become the recognized job descriptions subject to any objections there to. In the event of any objections, such objections will be referred Alternate Dispute Resolution as provided below:

The objection will be referred to a a mediator who will investigate the matter, define the issue(s) in the difference and make recommendations to settle the difference.

11.03

When a new position is established or the duties of an existing position are significantly changed, the Employer shall set an interim salary and category for such position and notify the Union. The Union, at its discretion, may negotiate the salary and category and if agreement cannot be reached, the matter may be referred to arbitration as provided in this Agreement.

11.04 Promotional Increases

Upon promotion, an employee will be paid at a step in the higher salary range which will ensure an increase of fifty (\$50.00) dollars per month.

11.05 Salary Progression

- (a) Employees shall move from step to step in their salary range upon completion of the following amounts of service at each step:
 - Start rate to three (3) months rate S three (3) months;
 - Three (3) months rate to twelve (12) months rate S nine (9) months;

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- Twelve (12) months rate to eighteen (18) months rate S six (6) months;
- Eighteen (18) months rate to twenty-four (24) months rate S six (6) months;
- Twenty-four (24) months rate to thirty (30) months rate S six (6) months;
- Thirty (30) months rate to thirty-six (36) months rate S six (6) months;
- *Time spent on disability leave shall not qualify as "service" under 11.05.
- (b) An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification or working a combination of classifications, shall be paid at the higher rate for the period so employed. For the purpose of 11.05, selection of employees will be made on the basis of ability and seniority. This provision shall not apply for brief relief periods of less than one-half (½) day except that if an employee is required to work at a higher classification on a recurring basis, ie: each day, each week or each month, the higher rate of pay shall apply as provided in 11.04.
- (c) An employee who bids on a vacant position in a lower classification shall be paid at step in the salary range commensurate with their service. If the employee who bid on the lower classification position bids on their former higher classification position within 12 months he/she shall return to the step in the salary range which they held at the time of leaving.

11.06 Salary Policy on Recalls

- (a) Employees recalled to their former position or to a position having the same salary range shall receive their former salary plus any salary increments they would have become entitled to had they not been on layoff.
- (b) Employees recalled to a position in a salary range which is lower than for their former position shall be paid their former salary if it is not higher than the maximum rate for the lower position.
- (c) In the event that a trial period is unsuccessful, the following salary policy will apply:
 - The employee shall retain his/her salary if it is not beyond the maximum of the lower graded job. If the employee's salary is beyond the maximum of the lower grade job, it shall be reduced to the maximum.
- (d) 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.

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11.07 Training & Cross-Training

An employee assigned to a higher job classification on a temporary basis for the purposes of cross-training shall not be entitled to the higher rate salary and shall maintain his or her salary level of his or her regular position so long as the transfer to the cross-training position does not exceed sixty (60) working days.

The provision of cross-training will not be used or apply to an employee who is filling a vacancy and will not be used to replace incumbents.

11.08 In- charge Premium

An employee who, in the absence of a Manager has been designated, for a maximum of six (6) weeks, to be "in charge", shall be paid an additional amount for each full day that he/she is designated as being "in charge". Seniority shall not be suspended during this period.

ARTICLE 12 — JOB POSTING

12.01

- (a) The Employer shall fill job vacancies from within the bargaining unit before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant positions. Each vacancy shall be posted on the bulletin boards on the Employer's premises for at least five (5) working days, with a copy to the Local Union office and to each employee on the recall list, outlining job title, group classification and salary. Where a vacancy has not been filled from within the bargaining unit or from the recall list, the Union will have the right to refer qualified employees from its unemployed roster.
- (b) <u>Upon completion of probation, an</u> employee may bid on vacant positions which may involve a promotion, lateral transfer, or a lower classification.

A vacancy is not created where an employee in a branch is reclassified due to the assignment of extra responsibility in an existing position for a temporary period of six (6) months or less.

12.02

- (a) It shall be the intent of the Employer to fill job vacancies from within the bargaining unit providing employees who apply for positions have the required qualifications. Preference in selection shall be by seniority.
- (b) All bids on posted job vacancies shall be, in writing, or on a form provided by the Employer. Applicants shall be notified, in writing, whether they have been selected or not.

12.03

Selection for job vacancies shall be made on the basis of 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.

12.04

An employee promoted to a higher rated position shall be on trial for the first thirty (30) working days. If during the first thirty (30) working days he/she is considered to be unsuitable, or considers himself/herself unsuitable, he/she shall be returned to his/her former position or one of equal rank and shall be paid his/her former salary plus any increments which he/she may have been entitled to had he/she not been promoted.

Job postings will be posted with a minimum of five (5) working days from the release date to the closing date. Employees absent at time of posting may apply within one (1) week of posting closure. Employees shall be responsible for notifying the Employer of interest in various vacancies that may occur during vacation periods of two (2) or more weeks.

12.05 Job Sharing

Upon application by a full-time regular employee to job-share, the Company shall, subject to the availability of a qualified part-time employee or the availability of another qualified full-time employee who is willing to share, divide the work of one (1) regular position between two (2) persons. The divided position shall be in contiguous days for each person, but shared in either one (1) day and four (4) days, or two (2) days and three (3) days.

In principle, the parties won't hold up a settlement pending the outcome of these details.

ARTICLE 13 — LAYOFF and RECALL

13.01 Layoff

Should the Employer decide to reduce the number of office staff, the Employer shall meet with the Union Representative and the following procedure shall be adopted: the employee with the least amount of seniority in any position will be the first laid-off from that position. The employee may displace another employee in a position at the same or lower job level providing he/she has the qualifications to perform the job functions satisfactorily and has greater seniority than the employee to be displaced.

13.02

Regular employees shall be given notice or pay in lieu of notice as per the Employment Standards Act.

13.03

Any regular employee with six (6) months or more of service who is laid-off due to lack of work or redundancy shall be placed on a recall list for a period of one (1) year.

13.04 Recall

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 he/she is qualified.

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 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.
- (b) An employee bypassed as provided above will remain on the recall list for the remaining recall period.

ARTICLE 14 — SENIORITY

14.01

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.

14.02

Seniority shall mean length of continuous service with the Employer and its predecessors in the bargaining unit except that credit shall be given for all continuous service prior to certification of the bargaining unit.

14.03

Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns will be considered a new employee from the date of rejoining the Union for purposes of seniority credit.

Any employee who is temporarily promoted out of the bargaining unit shall have their seniority suspended.

14.04

An employee laid-off and placed on the recall list under Article <u>13.03</u> will retain and continue to accumulate seniority during the period of lay-off.

14.05

No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from date of entry as an employee of the Employer, as provided in Article <u>5.05</u>.

14.06

An employee on leave of absence on Union business under Article 9, or on sick leave and extended sick leave under Article 10, will continue to accrue seniority.

14.07

Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement. Seniority lists shall also illustrate the current job classification and step for each employee.

14.08 Part-Time Regular Employees

<u>Part-time</u> employees shall be placed on the seniority list at a place commensurate with their accrued hours of service (including vacation time). This list shall be updated from time-to-time to reflect subsequent service for all employees.

14.09 Casual Employees

A casual employee reaching part-time or full-time regular status will have the full rights under this Collective Agreement for the new status based on the date he/she reaches regular status.

ARTICLE 15 — DISCHARGE, TERMINATION and SUSPENSION

15.01

The Employer has the right to discharge or suspend an employee for just cause. The Employer will provide the employee with a statement, in writing, clearly establishing the reasons for such discharge.

A copy of the statement shall be given to the Union.

15.02

If a regular employee is terminated, except as provided in <u>15.01</u> above, said employee shall receive notice or pay in lieu of notice as per the Employment Standards Act.

15.03

Any discipline which will become part of an employee's written record will be administered in the presence of a Job Steward unless the employee specifically requests that no Job Steward be present. Copies of such discipline will be issued to the employee involved and to the Union.

15.04

If, upon joint investigation by the Union and the Employer, or by decision of the Arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be subject to the award of the said Arbitration or pursuant to the mutual findings of the Union and the Employer, reinstated to his/her former position without any loss of

seniority or rank or benefits, and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

15.05

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 16 — GENERAL

16.01

No work which is customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Employer to any agency or person outside the bargaining unit except where work is of a short-term nature (2 months or less and on a non-recurring basis) where work requires high level technical skills not available within the bargaining unit. This does not limit the Employer from using the same agency or person for a different project. Work permit fees will be paid in lieu of union dues.

Managers or other employees outside of 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.

<u> 16.02</u>

Employees who are members of the Union shall be permitted to use their Union Label.

16.03 Picket Lines

It shall not be a violation of this Agreement or cause for discharge of any employee in the performance of his/her 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 lines.

16.04 Bulletin Board

Will be made available to the Union on the Employer's premises for the purpose of posting notices relating to general Union activities.

16.05 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 walkout, suspension of work or slow down on the part of any employee or group of employees during the life of this Agreement.

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16.06 Personnel File

Employees will have access to their individual personnel files. Employees requesting access will give written notice to the Vice-President, Human Resources three (3) days prior to the date on which they wish to access their individual file located at the Corporate Office. This notice will be signed by the Human Resources Manager or his/her designate and then returned to the employee.

A member of Management will have the right to be present while the employee has access to the personnel file. No personnel file will be removed from the employer's offices.

16.07

- 1. Consumer Loans See Appendix "D"
- 2. Mortgage Loans See Appendix "D"
- 3. Service Charges and Commissions
 The Employer will provide an outline of those items covered under 16.07 from the Policy Manual (see Appendix "C").

All above loans must fall within the lending policies of the Credit Union.

16.08 Robbery or Hold-Up

- (a) In the event of a robbery or hold-up, an employee shall be entitled to professional counselling as provided in the Employee and Family Assistance Plan.
- (b) The Employer agrees that requests from regular part-time employees and full-time 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 incidence occurred, plus the following day, without loss of pay.
- (c) Approval of such request will not be unreasonably withheld. The Employer and the Union agree sufficient staff must always be available to operate the branch and time off requests, refused, due to staffing restraints will not be considered unreasonable.
- (d) Additional time off, if required, shall be deemed sick leave under Article 10.02.

16.09 Lapel Pins / Decals

Union members may wear a Union lapel pin and the Credit Union agrees to display an appropriate decal in a mutually agreeable location on the premises.

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16.10

Reviews will be conducted to ensure 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 performance reviews will be based on overall job performance, including sales.

Where employees have member contact, sales calls, cross-selling and tracking of sales will be expected. Such tracking of reports will be used only for weekly coaching sessions so that the Credit Union can measure and provide feedback for each employee on the level of service delivered. This will help the employee to identify opportunities for sales / service and create action plans. Regular review of tracking reports will be done with staff regarding their progress.

The employer further agrees that no individual quotas will be set.

16.11 Corporate Office Parking

The Employer agrees to provide five (5) parking passes at no cost to the employees.

16.12 Surrey Branch Parking

The Employer agrees to provide three (3) parking passes at no cost to the employees. One (1) pass will be for the use of the Centralized Lending Department and two (2) passes for the use of the Surrey Branch employees.

The Employer will work with the Landlord to source alternative parking options, on an as-needed basis, upon request from the bargaining unit staff.

ARTICLE 17 — TECHNOLOGICAL CHANGE and SEVERANCE PAY

17.01

The Employer will provide the Union with at least six (6) months notice of intention to introduce automation, equipment or procedures which might result in displacement or reduction of personnel or in changes of job classification.

17.02

Employees becoming redundant due to new equipment or procedures shall be eligible for retraining to equip them for the operation of such new equipment or procedure or to qualify for new positions. Such retraining will be provided by the Employer without cost and without loss of pay to the affected employee(s).

<u> 17.03</u>

In cases where employees are not trainable for available positions or where other positions with the Employer are not available, the employee shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under 17.03 shall receive all the benefits which he/she has accrued during employment at the end of the recall period or at such earlier time as he/she may elect to terminate.

17.04

A specified extension of the recall period, where recall is applied under the foregoing <u>17.03</u>, may be mutually agreed by the employee and the Employer, subject to written approval by the Union.

17.05 Severance Pay

Shall be paid to employees laid-off because of down-sizing, elimination of a parttime position, new procedures, automation, consolidation, mergers or suspension of business. The amount of severance pay shall be two (2) weeks at the employee's current regular salary for each year of service.

17.06 Retirement Pay

Retirement pay shall be paid to employees upon retirement at the approved retirement ages of 55 or older, as follows:

- Age 55 amount of retirement pay shall be one (1) week at the employee's current regular salary for each full year of service to a maximum of 50% of thirteen (13) weeks
- Age 56 amount of retirement pay shall be one (1) week at the employee's current regular salary for each full year of service to a maximum of 60% of thirteen (13) weeks
- Age 57 amount of retirement pay shall be one (1) week at the employee's current regular salary for each full year of service to a maximum of 70% of thirteen (13) weeks
- Age 58 amount of retirement pay shall be one (1) week at the employee's current regular salary for each full year of service to a maximum of 80% of thirteen (13) weeks
- Age 59 amount of retirement pay shall be one (1) week at the employee's current regular salary for each full year of service to a maximum of 90% of thirteen (13) weeks
- Age 60+ amount of retirement pay shall be one (1) week at the employee's current regular salary for each full year of service to a maximum of 100% of thirteen (13) weeks

For purposes of succession planning, employees are encouraged to give three (3) months' notice of retirement.

ARTICLE 18 — GRIEVANCE PROCEDURE

18.01

"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 this collective Agreement or between the Employer and the Union.

18.02

Grievances or Complaints 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 at Step 3.

STEP 1:

The employee involved shall first take up the grievance with the supervisor directly in charge of the work within ten (10) working days of the circumstances giving rise to the grievance. The employee may be accompanied by a Job Steward or in the Steward's absence, a representative of the Union.

STEP 2:

If the grievance is not satisfactorily settled at Step 1, the employee and Job Steward or Representative shall submit the grievance, in writing, to the Office Manager or Personnel Manager as designated by the Employer, within the next ten (10) working days.

STEP 3 (a):

If a satisfactory settlement is not reached at step 2, the grievance shall be referred within the next ten (10) working days to the Representative(s) of the Union and the Representative(s) of the Employer. Failing settlement within a further ten (10) working days of receipt of notice, the dispute shall be referred to arbitration as set forth in Article 19.

STEP 3 (b):

In the event a grievance is initiated by the Employer or the Union, the Party initiating the grievance shall notify the other Party, in writing, of the nature of the dispute, 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, the dispute may be referred to arbitration as set forth in Article 19.

18.03

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

Except where there is mutual agreement, a grievance not advanced to the next Step under <u>18.02</u> or Article 19 within the time limits specified, shall be considered abandoned, and all further recourse to the grievance procedure forfeited.

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378)

ARTICLE 19 — ARBITRATION

19.01

- (a) Where any difference arises between the Parties as to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the matter is arbitrable or not, the matter may be referred by either Party to Arbitration within twenty (20) days of the decision at Step 3.
- (b) The Parties to this Agreement hereby agree to use the services of a single Arbitrator as a means of settling grievances and disputes.

19.02

The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Step 3 of Article <u>18.02</u>. The notice shall set out the question(s) in the opinion of the Party seeking arbitration to be arbitrated.

19.03

The Parties to the dispute will thereupon meet within five (5) working days to decide upon an Arbitrator. Failing agreement upon a person willing to act, either Party may apply to the Collective Agreement Arbitration Bureau of the Province of British Columbia to appoint an Arbitrator.

<u>19.04</u>

Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of the question(s) to be arbitrated if necessary, and make his Award, in writing, to each of the Parties and the Award shall be final and binding on the Parties. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

19.05

Each Party shall pay their own costs and expenses of the arbitration and one-half $(\frac{1}{2})$ the remuneration and expenses of the Arbitrator.

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378)

ARTICLE 20 — HEALTH and SAFETY

If a health and safety meeting is scheduled on a part-time employee's day off, the employee shall be paid for the meeting time and for any preparation time required.

20.01

The Employer and the Union agree to maintain required standards of safety and health in the workplace in order to prevent injury and illness.

20.02

Under no circumstances will an employee be required or assigned work under dangerous conditions, where there is danger to person or property, or in violation of the law relating to the safety of people or equipment.

20.03

A joint Health and Safety Committee will be established in accordance with the requirements of the Occupational Health and Safety Regulation. The Committee will be composed of two (2) employee representatives and two (2) Employer representatives.

ARTICLE 21 — EMPLOYMENT STANDARDS

The Employer agrees that any provision of the Employment Standards Act 1995 as it read in 1995, not specifically covered by this Collective Agreement or which is superior to a provision of this Collective Agreement as it applies to a particular group of employees, shall be deemed to be a part of this Collective Agreement for that particular group of employees.

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378)

ARTICLE 22 — DURATION

22.01

This Agreement will be in full force and effect on and after the 1st day of July 2018, to and including the 30th day of June 2022, and shall automatically be renewed from year-to-year thereafter unless either Party serves written notice of termination upon the other Party hereto, at least ninety (90) days prior to the 30th day of June 2022, or ninety (90) days prior to the 30th day of June in any year subsequent.

22.02

It is mutually agreed by the Parties to exclude from this Agreement the operation of Section 50(2) and 50(3) of the Labour Relations Code.

Signed at <u>Burnaby</u> , BC on this	s <u>16</u> day of <u>November</u> , 2018.
SIGNED ON BEHALF OF THE EMPLOYER	SIGNED ON BEHALF OF THE UNION
"Original Signed" Cam Gillett, Senior Manager, Operations	"Original Signed" Alicia Gallo, Union Representative
"Original Signed" Naz Kullar, Vice President Human Resources	"Original Signed" Graeme Hutchison, Board Member
	"Original Signed" Satwinder Grewal, Job Steward

E&OE

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378)

APPENDIX "A" - JOB CLASSIFICATIONS

TRAINEE Group I

Member Service Representative 1 Receptionist

Group II

Member Service Representative 2 Loans Clerk Accounting Technician Financial Services Administrator

Group III

Senior Member Service Representative Loans Interviewer / Member Service Representative 3 Accounts Payable Technician Commercial Services Administrator Senior MSR/ULO Support

Group IV

Loans Interviewer 4
Member Services Supervisor
Marketing Coordinator
Senior Accounting Technician

Group V

Commercial Loans/Risk Management Officer Loans Officer Senior Mortgage Underwriter

SYSTEMS

Information Technology Support Specialist Business/Quality Assurance Analyst Senior Business/Quality Assurance Analyst Programmer / Analyst / Operator Senior Programmer / Business Analyst

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378)

Salary Ranges + 2.75% July 1, 2018 to June 30, 2019

	Start	3 Months	12 Months	18 Months	24 Months	30 Months	36 Months
TRAINEE:							
Monthly	\$ 3,105						
Hourly	\$ 20.47						
PT Hourly Rate	\$ 21.70						

GROUP I							
Monthly	\$ 3,483	\$ 3,737	\$ 3,863	\$ 4,039	\$,218	\$ 4,457	
Hourly	\$ 22.97	\$ 24.64	\$ 25.47	\$ 26.63	\$ 27.81	\$ 29.39	
PT Hourly Rate	\$ 24.04	\$ 26.76	\$ 27.68	\$ 28.92	\$ 30.22	\$ 31.92	

GROUP II							
Monthly	\$ 3,788	\$ 4,058	\$ 4,195	\$ 4,365	\$ 4,529	\$ 4,766	
Hourly	\$ 24.98	\$ 26.75	\$ 27.66	\$ 28.78	\$ 29.86	\$ 31.42	
PT Hourly Rate	\$ 26.14	\$ 29.06	\$ 30.05	\$ 31.26	\$ 32.44	\$ 34.14	

GROUP III							
Monthly	\$ 3,980	\$ 4,288	\$ 4,450	\$ 4,586	\$ 4,733	\$ 4,871	\$ 5,078
Hourly	\$ 26.24	\$ 28.27	\$ 29.34	\$ 30.23	\$ 31.20	\$ 32.12	\$ 33.48
PT Hourly Rate	\$ 27.47	\$ 30.71	\$ 31.86	\$ 32.84	\$ 33.89	\$ 34.89	\$ 36.36

GROUP IV							
Monthly	\$ 4,252	\$ 4,561	\$ 4,716	\$ 4,852	\$ 4,992	\$ 5,145	\$ 5,372
Hourly	\$ 28.03	\$ 30.07	\$ 31.10	\$ 31.99	\$ 32.91	\$ 33.92	\$ 35.42
PT Hourly Rate	\$ 29.35	\$ 32.66	\$ 33.78	\$ 34.75	\$ 35.76	\$ 36.85	\$ 38.48

GROUP V							
Monthly	\$ 4,583	\$ 4,890	\$ 5,046	\$ 5,181	\$ 5,323	\$ 5,476	\$ 5,703
Hourly	\$ 30.21	\$ 32.24	\$ 33.27	\$ 34.16	\$ 35.10	\$ 36.10	\$ 37.60
PT Hourly Rate	\$ 31.63	\$ 35.03	\$ 36.14	\$ 37.09	\$ 38.13	\$ 39.21	\$ 40.85

CASUAL	
RATE:	\$ 20.91

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378)

Salary Ranges + 2.75% July 1, 2019 to June 30, 2020

	Start	3 Months	12 Months	18 Months	24 Months	30 Months	36 Months
TRAINEE:							
Monthly	\$ 3,190						
Hourly	\$ 21.04						
PT Hourly Rate	\$ 22.30						

GROUP I							
Monthly	\$ 3,579	\$ 3,840	\$ 3,970	\$ 4,150	\$ 4,334	\$ 4,580	
Hourly	\$ 23.60	\$ 25.32	\$ 26.17	\$ 27.36	\$ 28.57	\$ 30.20	
PT Hourly Rate	\$ 24.70	\$ 27.49	\$ 28.44	\$ 29.72	\$ 31.05	\$ 32.80	

GROUP II							
Monthly	\$ 3,893	\$ 4,169	\$ 4,311	\$ 4,485	\$ 4,654	\$ 4,897	
Hourly	\$ 25.66	\$ 27.49	\$ 28.42	\$ 29.57	\$ 30.68	\$ 32.28	
PT Hourly Rate	\$ 26.86	\$ 29.86	\$ 30.88	\$ 32.12	\$ 33.33	\$ 35.08	

GROUP III							
Monthly	\$ 4,089	\$ 4,406	\$ 4,572	\$ 4,712	\$ 4,863	\$ 5,005	\$ 5,218
Hourly	\$ 26.96	\$ 29.05	\$ 30.15	\$ 31.07	\$ 32.06	\$ 33.00	\$ 34.40
PT Hourly Rate	\$ 28.22	\$ 31.56	\$ 32.74	\$ 33.74	\$ 34.82	\$ 35.85	\$ 37.36

GROUP IV							
Monthly	\$ 4,369	\$ 4,687	\$ 4,846	\$ 4,985	\$ 5,129	\$ 5,286	\$ 5,519
Hourly	\$ 28.80	\$ 30.90	\$ 31.95	\$ 32.87	\$ 33.82	\$ 34.85	\$ 36.39
PT Hourly Rate	\$ 30.15	\$ 33.56	\$ 34.71	\$ 35.71	\$ 36.74	\$ 37.86	\$ 39.54

GROUP V							
Monthly	\$ 4,709	\$ 5,024	\$ 5,185	\$ 5,323	\$ 5,470	\$ 5,626	\$ 5,859
Hourly	\$ 31.05	\$ 33.13	\$ 34.18	\$ 35.10	\$ 36.06	\$ 37.09	\$ 38.63
PT Hourly Rate	\$ 32.50	\$ 35.99	\$ 37.13	\$ 38.11	\$ 39.18	\$ 40.29	\$ 41.98

CASUAL	
RATE:	TBD

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378)

Salary Ranges + 2.5% July 1, 2020 to June 30, 2021

	Start	3 Months	12 Months	18 Months	24 Months	30 Months	36 Months
TRAINEE:	Jeane	110116115	110116115	110116115	110116115	Tioneno	Jo 1 Ionana
Monthly	\$ 3,270						
Hourly	\$ 21.56						
PT Hourly Rate	\$ 22.86						

GROUP I							
Monthly	\$ 3,668	\$ 3,936	\$ 4,069	\$ 4,254	\$ 4,442	\$ 4,694	
Hourly	\$ 24.19	\$ 25.95	\$ 26.83	\$ 28.05	\$ 29.29	\$ 30.95	
PT Hourly Rate	\$ 25.32	\$ 28.18	\$ 29.15	\$ 30.46	\$ 31.83	\$ 33.62	

GROUP II							
Monthly	\$ 3,990	\$ 4,273	\$ 4,418	\$ 4,597	\$ 4,770	\$ 5,019	
Hourly	\$ 26.31	\$ 28.18	\$ 29.13	\$ 30.31	\$ 31.45	\$ 33.09	
PT Hourly Rate	\$ 27.53	\$ 30.60	\$ 31.65	\$ 32.92	\$ 34.16	\$ 35.96	

GROUP III							
Monthly	\$ 4,191	\$ 4,516	\$ 4,687	\$ 4,830	\$ 4,984	\$ 5,130	\$ 5,348
Hourly	\$ 27.63	\$ 29.77	\$ 30.90	\$ 31.84	\$ 32.86	\$ 33.83	\$ 35.26
PT Hourly Rate	\$ 28.93	\$ 32.35	\$ 33.56	\$ 34.59	\$ 35.69	\$ 36.75	\$ 38.30

GROUP IV							
Monthly	\$ 4,478	\$ 4,804	\$ 4,967	\$ 5,110	\$ 5,257	\$ 5,418	\$ 5,657
Hourly	\$ 29.52	\$ 31.67	\$ 32.75	\$ 33.69	\$ 34.66	\$ 35.72	\$ 37.30
PT Hourly Rate	\$ 30.91	\$ 34.40	\$ 35.58	\$ 36.60	\$ 37.66	\$ 38.81	\$ 40.53

GROUP V							
Monthly	\$ 4,826	\$ 5,150	\$ 5,314	\$ 5,456	\$ 5,607	\$ 5,767	\$ 6,006
Hourly	\$ 31.82	\$ 33.95	\$ 35.04	\$ 35.97	\$ 36.97	\$ 38.02	\$ 39.60
PT Hourly Rate	\$ 33.31	\$ 36.89	\$ 38.06	\$ 39.07	\$ 40.16	\$ 41.29	\$ 43.03

CASUAL	
RATE:	TBD

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378)

Salary Ranges + 2.5% July 1, 2021 to June 30, 2022

	Start	3 Months	12 Months	18 Months	24 Months	30 Months	36 Months
TRAINEE:							
Monthly	\$ 3,352						
Hourly	\$ 22.10						
PT Hourly Rate	\$ 23.43						

GROUP I							
Monthly	\$ 3,760	\$ 4,034	\$ 4,171	\$ 4,360	\$ 4,553	\$ 4,812	
Hourly	\$ 24.79	\$ 26.60	\$ 27.50	\$ 28.75	\$ 30.02	\$ 31.72	
PT Hourly Rate	\$ 25.96	\$ 28.88	\$ 29.88	\$ 31.22	\$ 32.62	\$ 34.46	

GROUP II							
Monthly	\$ 4,090	\$ 4,380	\$ 4,529	\$ 4,712	\$ 4,889	\$ 5,144	
Hourly	\$ 26.96	\$ 28.88	\$ 29.86	\$ 31.07	\$ 32.24	\$ 33.92	
PT Hourly Rate	\$ 28.22	\$ 31.37	\$ 32.44	\$ 33.74	\$ 35.02	\$ 36.86	

GROUP III							
Monthly	\$ 4,296	\$ 4,629	\$ 4,804	\$ 4,950	\$ 5,109	\$ 5,259	\$ 5,482
Hourly	\$ 28.32	\$ 30.52	\$ 31.67	\$ 32.64	\$ 33.68	\$ 34.67	\$ 36.14
PT Hourly Rate	\$ 29.65	\$ 33.15	\$ 34.40	\$ 35.45	\$ 36.58	\$ 37.67	\$ 39.25

GROUP IV							
Monthly	\$ 4,590	\$ 4,924	\$ 5,091	\$ 5,238	\$ 5,389	\$ 5,554	\$ 5,799
Hourly	\$ 30.26	\$ 32.46	\$ 33.57	\$ 34.53	\$ 35.53	\$ 36.62	\$ 38.23
PT Hourly Rate	\$ 31.68	\$ 35.26	\$ 36.47	\$ 37.51	\$ 38.60	\$ 39.78	\$ 41.54

GROUP V							
Monthly	\$ 4,947	\$ 5,279	\$ 5,447	\$ 5,593	\$ 5,747	\$ 5,911	\$ 6,156
Hourly	\$ 32.62	\$ 34.80	\$ 35.92	\$ 36.87	\$ 37.89	\$ 38.97	\$ 40.59
PT Hourly Rate	\$ 34.14	\$ 37.81	\$ 39.01	\$ 40.04	\$ 41.16	\$ 42.33	\$ 44.10

CASUAL	
RATE:	TBD

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378)

For explanation of part-time without benefits, see bottom of systems salaries.

APPENDIX "A":

As compensation for loans/MSR3 with mutual fund licences who are required to sell mutual funds, they shall be paid at category 4 for the month of February at their appropriate service step.

It is understood that the selling of Mutual funds is not exclusively bargaining unit work.

APPENDIX "A":

"A training bonus of \$1.00 per hour shall be paid to any employee who, in addition to his/her own duties, is expected to train another employee. This training bonus is for employees that do not have a training function in their job description. The training is expected to be for a period of approximately one (1) month in duration." "An employee paid this bonus shall be accountable and evaluated on the training provided. The trainer will be selected on their ability to train and not on seniority. It is the responsibility of the trainer to track the hours trained."

"In-charge premium applies when there is no manager on site for four (4) or more hours."

TERM: July 1, 2018 to June 30,2022

APPENDIX "A" -- SALARY RANGES - Information Systems Department

Salary Ranges + 2.75% July 1, 2018 to June 30, 2019 Information Systems Department

Job Title	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months
Information Technology Support Specialist	\$ 4,576	\$ 4,758	\$ 4,942	\$ 5,129	\$ 5,313	\$ 5,496	\$ 5,679
Hourly	\$ 30.17	\$ 31.37	\$ 32.59	\$ 33.82	\$ 35.03	\$ 36.24	\$ 37.44
PT Hourly Rate	\$ 31.60	\$ 34.08	\$ 35.40	\$ 36.73	\$ 38.06	\$ 39.37	\$ 40.68
Business /Quality Assurance Analyst	\$ 4,924	\$ 5,108	\$ 5,293	\$ 5,478	\$ 5,662	\$ 5,846	\$ 6,029
Senior Business / Quality Assurance/Operator	\$ 5,747	\$ 5,930	\$ 6,117	\$ 6,300	\$ 6,482	\$ 6,700	\$ 6,850
Programmer /Analyst/Operator	\$ 5,818	\$ 6,000	\$ 6,185	\$ 6,367	\$ 6,552	\$ 6,736	\$ 6,920
Senior Programmer / Business Analyst	\$ 7,036	\$ 7,223	\$ 7,404	\$ 7,590	\$ 7,772	\$ 7,957	\$ 8,144

Salary Ranges + 2.75% July 1, 2019 to June 30, 2020 Information Systems Department

Job Title	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months
Information Technology Support Specialist	\$ 4,702	\$ 4,889	\$ 5,078	\$ 5,270	\$ 5,459	\$ 5,647	\$ 5,835
Hourly	\$ 31.00	\$ 32.24	\$ 33.48	\$ 34.75	\$ 35.99	\$ 37.23	\$ 38.47
PT Hourly Rate	\$ 32.46	\$ 35.02	\$ 36.37	\$ 37.74	\$ 39.11	\$ 40.46	\$ 41.80
Business /Quality Assurance Analyst	\$ 5,059	\$ 5,248	\$ 5,438	\$ 5,628	\$ 5,817	\$ 6,007	\$ 6,195
Senior Business / Quality Assurance/Operator	\$ 5,905	\$ 6,093	\$ 6,285	\$ 6,473	\$ 6,661	\$ 6,885	\$ 7,039
Programmer /Analyst/Operator	\$ 5,978	\$ 6,165	\$ 6,355	\$ 6,543	\$ 6,733	\$ 6,922	\$ 7,111
Senior Programmer / Business Analyst	\$ 7,230	\$ 7,422	\$ 7,608	\$ 7,799	\$ 7,986	\$ 8,176	\$ 8,368

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378)

Salary Ranges + 2.5% July 1, 2020 to June 30, 2021 Information Systems Department

Job Title	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months
Information Technology Support Specialist	\$ 4,820	\$ 5,011	\$ 5,205	\$ 5,402	\$ 5,596	\$ 5,788	\$ 5,981
Hourly	\$ 31.78	\$ 33.04	\$ 34.32	\$ 35.62	\$ 36.89	\$ 38.16	\$ 39.43
PT Hourly Rate	\$ 33.28	\$ 35.89	\$ 37.28	\$ 38.69	\$ 40.08	\$ 41.47	\$ 42.84
Business /Quality Assurance Analyst	\$ 5,186	\$ 5,379	\$ 5,574	\$ 5,769	\$ 5,963	\$ 6,157	\$ 6,350
Senior Business / Quality Assurance/Operator	\$ 6,052	\$ 6,245	\$ 6,442	\$ 6,635	\$ 6,827	\$ 7,057	\$ 7,215
Programmer /Analyst/Operator	\$ 6,127	\$ 6,319	\$ 6,513	\$ 6,706	\$ 6,901	\$ 7,095	\$ 7,288
Senior Programmer / Business Analyst	\$ 7,411	\$ 7,608	\$ 7,798	\$ 7,994	\$ 8,185	\$ 8,380	\$ 8,577

Salary Ranges + 2.5% July 1, 2021 to June 30, 2022 Information Systems Department

Job Title	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months
Information Technology Support Specialist	\$ 4,940	\$ 5,137	\$ 5,335	\$ 5,537	\$ 5,736	\$ 5,933	\$ 6,131
Hourly	\$ 32.57	\$ 33.87	\$ 35.18	\$ 36.51	\$ 37.82	\$ 39.12	\$ 40.42
PT Hourly Rate	\$ 34.11	\$ 36.79	\$ 38.21	\$ 39.65	\$ 41.08	\$ 42.50	\$ 43.91
Business /Quality Assurance Analyst	\$ 5,315	\$ 5,514	\$ 5,714	\$ 5,913	\$ 6,112	\$ 6,311	\$ 6,509
Senior Business / Quality Assurance/Operator	\$ 6,204	\$ 6,401	\$ 6,603	\$ 6,801	\$ 6,998	\$ 7,233	\$ 7,395
Programmer /Analyst/Operator	\$ 6,280	\$ 6,477	\$ 6,676	\$ 6,874	\$ 7,073	\$ 7,272	\$ 7,470
Senior Programmer / Business Analyst	\$ 7,596	\$ 7,798	\$ 7,993	\$ 8,194	\$ 8,390	\$ 8,590	\$ 8,792

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378)

HOURLY RATE: monthly divided by 151.66 (1820 hours of work in a year divided by 12

months, $151.666 \times 12 \text{ months} = 1820 \text{ hours}$).

START RATE: with benefits and without benefits = monthly times 98.75% divided by

151.666 times 6% (6%-stats+sick time), ie: \$2,456.00 monthly x 98.75%

divided by $151.66 = $15.99 \times 6\% = 16.95 .

PART-TIME RATE: calculation for part-time rate without benefits from 3 months step to 36

month step = monthly times 98.75% (1.25% less than 100% because of WI & LTD premiums) divided by 151.666 times 10%) ie: \$2,646.00 x

98.75% divided by $151.66 = $17.23 \times 10\% = 18.95 .

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378)

APPENDIX "A-2"

CASUAL RATE

This rate will be payable to a casual employee for working on a call basis to handle — mailing, labelling, stuffing, posting, etc. This will be relative to the handling and processing of mail, special mailings, statements, annual and monthly items and any additional hours would be offered to part-time employees first.

CALCULATION of HOURLY RATES

Monthly salary x 12 / 1820 hours

* PART-TIME REGULAR EMPLOYEES

Hourly rate of pay shall be calculated by applying the above formula to the job group salary steps shown below and then increasing the result by six percent (6%) premium for the first sixty (60) working days with the premium increased to ten percent (10%) thereafter, to compensate for statutory holiday pay and in lieu of all the benefits

It is agreed that part-time employees shall be paid at the part-time rate which was previously named the part-time without benefits rate.

TRAINEE

This is an entry position in which an employee performs routine clerical and teller duties under close supervision. Employee moves to start rate Group I Salary Range after not more than sixty (60) working days service.

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378)

APPENDIX "B" - SYSTEMS DEPARTMENT

All provisions of this Collective Agreement shall apply to the employees of the Systems Department except as modified or amended herein as follows:

ARTICLE 6 — HOURS of WORK and OVERTIME 6.08 Systems Department Hours of Work and Overtime

The standard day shift shall consist of up to nine (9) hours per day, between the hours of 6:00 a.m. to 12:00 midnight.

- (a) Only when overtime is required will a systems employee work beyond nine (9) hours.
- (b) The standard work week shall consist of thirty-five (35) hours, Monday to Sunday inclusive.
- (c) Meal periods may be taken as one-half hour or one hour. The employee may elect to combine the two coffee breaks to make a meal period.
- (d) A rest period of ten (10) hours is to be provided between shifts. Only on an emergency fill-in basis would someone be requested to work a double shift
- (e) Part-time employees shall be paid overtime rates after seven (7) hours of work.

6.09 **Telephone Consultation**

Where an employee is consulted by a Supervisor or his delegate by telephone outside of his normal hours of work concerning a problem of work, a telephone consultation premium will be paid as follows:

(a) First Call

- Two (2) hours or length of the call, whichever is greater, at the employee's overtime hourly rate.
- (b) If a second or successive telephone consultation takes place within two (2) hours of the start of the first call, it will be construed as being part of the first call, and therefore not be paid unless the combined time exceeds the minimum period in (a) above.
- (c) Calls made after two (2) hours from the start of the first call shall be paid for at the employee's overtime hourly rate for two (2) hours or the length of the call, whichever is greater.
- (d) Where the problem of work is a result of the consulted employee not having followed a pre-defined procedure, the telephone consultation premium shall not be paid.

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378)

6.10 **Stand By Duty**

A premium for <u>Stand By</u> duty equal to one (1) hours pay for each day that the person is required to be on stand by.

Shift Premium — Effective July 1, 1996

- (a) For time worked between 17:30 hours (5:30 p.m.) and 08:00 hours (8:00 a.m.) Monday through Thursday, the following premium will apply \$1.00 per hour.
- (b) For time worked between 18:30 hours (6:30 p.m.) Friday and 08:00 hours (8:00 a.m.) Saturday, the following premium will apply \$1.00 per hour.
- (c) For time worked between 15:30 hours (3:30 p.m.) Saturday and 08:00 hours (8:00 a.m.) Monday, the following premium will apply \$1.25 per hour.

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378) and Community Savings Credit Union

TERM: July 1, 2018 to June 30,2022

APPENDIX "C" - SERVICE CHARGES

Community Savings Credit Union will provide the following service charges to all employees (permanent full-time and permanent part-time) once their probationary period has been successfully completed. Free service charges will also be provided to temporary <u>and casual</u> employees.

Each employee would be entitled to have <u>chequing</u> accounts exempt from service <u>fees for staff</u> and/or staff chequing accounts joint with spouse (only).

Monthly chequing charges - personal chequing	Free		
Encoded cheque/pre-authorized debits clearing charges	Free		
ATM transactions at Community Savings Credit Union machines or at any ATM with the Exchange or Acculink logo	Free		
Interac transactions at other Canadian machines	Maximum four per month free		
*Personalized cheques	Free		
Utility bill payments over the counter on approved list only	Free		
Stop payments	Free		
Official Cheques and USD Drafts	Free		
Direct payment transactions	Free		
Staff variable RRSP — withdrawal privileges prior to August 1, 1991	Free (max. 2 per year)		
Self directed RRSP annual administration fee	Free		
Collabria Visa – Various Options	Discounted Annual Fee and Interest Rate as noted in the prevailing "Master Services Agreement" between "Collabria Financial Services Inc." and "Central 1 Credit Union"		
24-hour telephone banking including utility bills	Free		
Internet banking including utility bills	Free		
Withdrawals from chequing, Plan 24, special savings	Free		
transfers from demand accounts	Free		
Membercard	Free		
Email Money Transfers	<u>Free</u>		

^{*} All other service charges apply. Refer to Product Pricing Guide. Employees are entitled to free use of one (1) small safety deposit box, subject to availability (if they request a larger safety deposit box, the employee would pay the difference).

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378)

Employees are entitled up to \$10,000. U.S. cash each calendar year at the staff buy rate providing these funds are for the employee's personal travel use only.

Loan Related Items

Appraisals	Cost
Discharges	Cost
Personal property registry	Cost
Registered residential mortgage modification on principal residence	Cost
Unregistered residential mortgage modification on principal residence	Free

MoveUP Union members will be entitled to all benefits under the Union Member Benefits Plan.

Regular charges apply to all other transactions.

Personalized Cheques.

Community Savings Credit Union will pay the cost of the least expensive cheques for staff in standard quantities available through the service provider as well as counter cheques at no cost.

APPENDIX "D" - STAFF LOANS

Eligibility

Any employee applying for a personal loan, line of credit or mortgage benefit will:

- (a) Be a member in good standing in accordance with the Credit Union Act.
- (b) Be a permanent full-time or part-time employee of Community Savings Credit Union. (temporary employees are not eligible)
- (c) Have successfully completed the probation period of employment.
- (d) Must meet Community Savings Credit Union lending requirements.

In the event an employee leaves Community Savings Credit Union, the employee rate on their loan, line of credit or mortgage reverts to the negotiated rate, effective the end of their last month of employment.

If an employee is delinquent more than thirty (30) days on their mortgage or loan payments, Community Savings Credit Union reserves the right to revert the rate back to the contract rate. Once the mortgage or loan payments are made current the rate will be changed back to the preferred rate.

Terms and Conditions of Loans and Lines of Credit

A floating rate loan or line of credit, granted at Community Savings Credit Union's is Prime minus one-half (-1/2%) percent. The maximum loan or line of credit or a combination unsecured is not to exceed fifty thousand (\$50,000.00) dollars. The maximum line of credit secured will be the full amount the employee qualifies for. Staff members must qualify for this type of credit using same criteria applied to member applications. All documents must be signed at the negotiated rate.

Terms and Conditions for Mortgages

- i) The property being offered as security will be primary resident of the applicant. Community Savings Credit Union will complete one full appraisal for staff at no cost (if required); additional appraisals will be the responsibility of the employee and charged at cost.
- ii) Employees who choose to pay out or refinance their mortgage within the term of the mortgage will be subject to standard pre-payment penalties at the time of the request.

Option 1

Variable Prime Rate minus one-half (-1/2%) percent charged by Community Savings Credit Union or Closed Terms – the lesser of the Posted Rate minus two (-2%) percent or the Renewal Rate minus point five (.5%) percent for the full amount the employee qualifies for, but the rate never to be below the Government Prescribed Rate.

In the event that an employee is laid off during the term of their mortgage, the employer agrees to maintain the staff rate (as detailed above) for the remainder of the calendar year in which the lay off occurs.

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378)

Option 2

Primeline at Prime minus one-half (-1/2%) percent for the full amount the employee qualifies for. A combination of Option 1 and 2 is permitted up to the full amount that the employee qualifies for. Documents shall be written at the negotiated rate.

Computer Loans

Personal Computer Purchase Plan is available to all employees as per the Community Savings Credit Union policy.

The employer reserves the right to change the name of the Personal Computer Purchase Plan to the Personal Technology Plan and expand the list to include more devices than home computers.

TERM: July 1, 2018 to June 30,2022

APPENDIX "E" - REGISTERED RETIREMENT SAVINGS PLAN

Contributions

Upon completion of your probationary period, Community Savings Credit Union will contribute an amount equal to eleven (11%) percent of your regular monthly salary for full-time and part-time employees toward a Registered Retirement Savings Plan in your name, increasing to twelve (12%) on July 1, 2017. If you wish, you may contribute voluntarily to the plan through payroll deductions up to the maximum allowable under the Income Tax Act, anytime after your probationary period. Contact the Human Resources Department in order to set this up.

Employees who commenced employment prior to August 1, 1991 had the option to decide what portion was to be locked in but at least fifty (50%) percent of the Registered Retirement Savings Plan was required to be locked-in. **Locked-in means that these funds cannot be withdrawn while employed by Community Savings Credit Union.** The percentage of RRSP funds that were not locked-in would still be allowed withdrawal privileges to a maximum of twice per year. The locked-in percentage cannot be decreased.

Employees who commenced employment August 1, 1991 or later no longer have the above option and are required to participate 100%.

Features

The Registered Retirement Savings Plan has the following features:

Funds will be deposited to Community Savings Credit Union's standard variable Registered Retirement Savings Plan and you determine how you wish to invest these funds. Interest is compounded semi-annually. The rate of interest will be Community Savings Credit Union's posted variable rate.

Proceeds may be used to purchase Mutual Funds administrated by <u>Aviso Wealth Inc.</u>. The administration costs are paid by the employee. Contact <u>Community Savings Credit Union's Manager, Investment Services</u> for details.

Employees can negotiate bid rates.

The funds will remain in the plan during your employment with Community Savings Credit Union.

Community Savings Credit Union's contribution to RRSP's are taxable and will therefore appear on your annual earnings statement (T4) under the heading Employment Income as well as under the heading Other Taxable Allowances and Benefits.

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378)

LETTER of UNDERSTANDING #1 - TRAINING

BETWEEN: Community Savings Credit Union

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

"TRAINING"

This letter is part of and attached to the Collective Agreement.

The parties agree that the Employer will begin to develop training modules on a job-by-job basis.

The priority for new modules shall be:

- (a) Loans Clerking;
- (b) Accounts Technicians;
- (c) Branch Loans Officers
- (d) MSR's
- (e) Mutual Funds

The purpose of such training and training modules is to provide sufficient training such that the person will be able to successfully bid on the position for which s/he has been trained the next time a vacancy occurs.

The Employer agrees to make a manager available for scheduled sessions after hours as this will be on the employees own time. Job shadowing will be considered by managers where practical.

Signed at Surrey, BC this 3rd day of February, 2009.

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

"Original Signed"

Bruce Cook, President and CEO

Paul Bjarnason, Business Representative

"Original Signed"

Judy Towill, Vice President, Human Resources

"Original Signed"

Charmaine Murray, Secretary-Treasurer

E&OE

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378)

LETTER of UNDERSTANDING #2

BETWEEN: Community Savings Credit Union

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

Employees will be treated no less favourably than Credit Union Members with respect to matters such as service changes, mortgages and discounts.

Signed at Surrey, BC this day of , 2011.

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

"Original Signed"

Doug Eveneshen, President and CEO

"Original Signed"

Jack Gerow, Business Representative

E&OE

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378)

LETTER of UNDERSTANDING #3

BETWEEN: Community Savings Credit Union

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

The parties agree to meet on a quarterly basis to discuss their mutual interest in growing the business of the Credit Union and providing best service to the Members of the Credit Union.

Signed at Surrey, BC this day of , 2011.

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

"Original Signed"

Doug Eveneshen, President and CEO

Jack Gerow, Business Representative

E&OE

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378)

LETTER OF UNDERSTANDING #4 - LIVING WAGE - CASUAL RATE

BETWEEN: Community Savings Credit Union

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

As A Living Wage employer, the casual rate of pay will be increased to \$19.62 per hour (inclusive of benefits provided) to be in line with the current Living Wage. While the Living Wage increases are occurring there will be no general wage increases for casual employees.

In the event, the Living Wage increases no longer occur the parties will meet within 60 days to negotiate the casual rate going forward. The parties agree there will be no reduction in the rate.

Signed at Burnaby, BC this 8th day of August, 2014.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

"*Original Signed"*Doug Eveneshen, President and CEO

"Original Signed"
Sarah Melsness, Union Representative

"*Original Signed"*Naz Kullar, Vice President Human Resources

"*Original Signed"*Graeme Hutchison

"Original Signed" Loralee Dallas

COLLECTIVE AGREEMENT: MoveUP (Canadian Office and Professional Employees, Local 378)