# **MEMORANDUM OF AGREEMENT**

#### **BETWEEN:**

#### Gulf and Fraser Fishermen's Credit Union Operating as G&F Financial Group

(hereinafter referred to as the "Employer")

#### PARTY OF THE FIRST PART

#### AND:

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

(hereinafter referred to as the "Union")

#### **PARTY OF THE SECOND PART**

#### WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from July 1, 2019 through June 30, 2023 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

#### THEREFORE:

- 1. The Parties agree that the Collective Agreement is renewed for a term of four years from July 1, 2019 to June 30, 2023 with the changes set out and attached to this Memorandum of Agreement subject to the following conditions.
- The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from July 1, 2019 unless specifically stated otherwise.

- 5. All items not addressed herein will be considered withdrawn on a without prejudice basis.
- 6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
- 7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
- 8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at Burnaby.	, B.C. this _	<u>19</u> day of	July	_, 209
FOR THE EMPLOYER				
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FOR THE UNION				



life beyond banking"

# Framework for Settlement V5

July 19,

2019

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#### July 19, 2019

#### Framework for Settlement Proposal V5

G&F Financial Group proposes that the following Framework for Settlement Proposal resolves, in full, all matters that have arisen in collective bargaining between G&F Financial Group and MoveUp as follows:

- 1) All matters agreed between the Parties on or before July 18, 2019 shall form part of this Settlement Proposal.
- All matters not addressed in this Settlement Proposal shall remain as set out in the July 1, 2015
   June 30, 2019 Collective Agreement.

#### Article 6 Hours of Work and Overtime

6.1(d) The work schedule as provided in this Article may be modified by mutual agreement between the Employer and the Union and any such agreed to modification of the work schedule shall be identified by Letter of Understanding.

#### 9.6 Pregnancy / Parental Leave

Leave of absence without pay shall be granted in accordance with the Employment Standards Act. A regular employee shall be entitled to six (6) months of additional leave without pay upon completion of the pregnancy/parental/adoption leave period.

#### 9.7 Gender Transition Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either Article 9 Leaves of Absences or Article 10 Benefit Plans, Care Day and Personal Illness depending on the employee's request and approval by the provider.

#### Article 21 - Duration

G&F proposes a 4 year term effective July 1, 2019 until June 30, 2023.

#### Appendix "A" Job Classifications and Salary Ranges

#### **New Groups**

Group I SRMember Services Partner

Group II Money Advisor

Group III CACredit Services Partner

Group IV Sr. Money Advisor

Group V Sr. Money Advisor (with MF)

#### Wage rates will be increased as follows:

July 2019 1.75% July 2020 2.25% July 2021 2.5% July 2022 2.5%

"\*Note: Wage adjustments set out in the above grid are effective the first payroll following July 1st 20xx."

De July 19119



# Gulf & Fraser Fishermen's Credit Union, operating as G & F FINANCIAL GROUP

# **PROPOSALS 2019**

Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	<b>Date:</b> July 11, 2019	Time:
UP 01	1	Amend	

#### **ARTICLE 1 — PURPOSE**

- The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the 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 employees and in recognition whereof, the Parties hereto covenant and agree as follows:
- 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. for any reason as provided by under the Human Rights Code, the Employment Standards Act, and any other applicable legislation.

E&OE Signed off this	day of July	20 19
For the Union  ASSAULE  AULE  AULE	For the Employer	,

## Article 3 - Union Representation

3.2 The Job Steward(s) may, within reason, carry out their duties in Article 3.2 Rights of Job Stewards (a) and (b) 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 Credit Union unless at the Employer's request. Before carrying out their duties related to 3.1 (a) and (b) during regular 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 his/ her duties in a manner as to cause a minimum of interference to normal job duties and business operations. Employees in the bargaining unit have the right to be represented by a Job Steward or, where a Job Steward is not available, another employee representative at the employee's request.

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# Gulf & Fraser Fishermen's Credit Union, operating as

# **G & F FINANCIAL GROUP** PROPOSALS 2019

Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: July 11, 2019	Time: 2:37pm
UP 04	3.3	Amend	

# **ARTICLE 3 – UNION REPRESENTATION**

#### 3.3 Committees

- (a) Each party to this agreement shall appoint a Communications 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) The committee shall meet on a quarterly basis or as agreed upon between both parties
- (d) Each party shall notify the other in writing of the names of their committee members and any changes which may take place.
- (e) The purpose of the Communications 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 Communications Committee must be confirmed by an official representative of the Union. To , to bind the Union.

E&OE Signed off this	day of July	20/9
For the Union	For the Employer	
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# Article 4 - Rights of the Employer - Housekeeping

**4.1** The Union recognizes the right of the Employer to operate the business and direct the working force subject to the provisions of this Agreement and the right of the Union or employees to grieve, as provided in Articles 17 and 18 18 and 19.

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De July 17/19.

#### Article 5.3 - Definition of Employees (Housekeeping)

#### 5.3 Temporary Employees

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 of duration, except for employees appointed to temporary vacancies created under Articles 9.6 (maternity leave) (Pregnancy/Parental Leave), Article 10.2 b (sick leave) Article 10.3 (Personal Illness) or when extended by mutual agreement between the Union and the Employer. A temporary employee reaching regular status will have rights under the Agreement which are based on length of service or seniority dated from the start of continuous employment.

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# Gulf & Fraser Fishermen's Credit Union, operating as G & F FINANCIAL GROUP

## PROPOSALS 2019

Union Proposals (UP Item)

Number	Affected Article/MOU	<b>Date:</b> July 11, 2019	Time:
UP 09	6.6 and 6.7	Amend	

# ARTICLE 6 - HOURS OF WORK AND OVERTIME

- All overtime <u>is</u> on <u>a voluntary</u> basis unless forty-eight (48) hours advance notice is given taking into account that alternate arrangements are available to the employee(s) who may be requested to work overtime.
- 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. <u>Such requests will not be unreasonably denied.</u> The length of time off with pay shall be equal to the straight-time equivalent to the overtime earnings.

E&OE Signed off this	day of July	20/9
For the Union	For the Employer	-

#### Article 8 - Annual Vacation

A vacation schedule will be circulated in order of seniority prior to on January 2<sup>nd</sup>

December 1<sup>st</sup>. The vacation schedule shall and employees' vacations will be approved by the Employer prior to the year-end by March 15<sup>th</sup>. Senior employees shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in broken periods may do so in multiples of one (1) week.

July 8/19 Malde Count

# Article 10 - Benefits Plans, Care Days and Personal Illness

(f) Any increase in MSP premium costs on or after July 1, 2003 will be shared equally by the Employer and the employee. The employee share will be limited to a maximum of twenty (\$20.00) dollars per month per employee.

Effective January 1, 2020, BC MSP premiums will no longer be required; therefore, this subsidized benefit will cease. In the event that there is a legislated change to reintroduce the BC MSP premiums and eliminate the BC Employer Health Tax, the current language in (f) will be reinstated.

3:18pm

July 17/19

#### Article 10 - Benefits Plans, Care Days and Personal Illness

#### 10.2 Care Days

(d) Employees shall be required to bank and carry forward a total of ten (10) accrued and unused care days at year end in order to coincide with the waiting period for Short Term Disability Insurance.

Effective January 2, 2021, employees shall be required to bank and carry forward a total of five (5) accrued and unused care days at year end to coincide with the revised waiting period for Short Term Disability Insurance, which must be amended in alignment with the legislated changes to the wait period for Employment Insurance.

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# Gulf & Fraser Fishermen's Credit Union, operating as G & F FINANCIAL GROUP

# PROPOSALS 2019

Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	<b>Date:</b> July 11, 2019	Time:
UP 24	10.2	Amend	

# ARTICLE 10 - BENEFIT PLANS, CARE DAYS and PERSONAL ILLNESS

## 10.2 Care Days

- (a) Regular full-time employees who have completed their probationary period shall accrue one care day for each full month of accrued service in a calendar year (January 1st to December 31st). Regular part-time employees who have completed their probationary period shall accrue one care day for each twenty (20) days of accrued service and the length of such day shall equal the average number of hours worked in the preceding twenty (20) days of work.
- (b) An employee shall accrue care days on the first day of the month following satisfactory completion of his/her probationary period.
- (c) Care days will not accumulate during periods on LOA pursuant to Article 9.4, LTD and during periods on layoff.
- (d) Employees shall be required to bank and carry forward a total of ten (10) accrued and unused care days at year end in order to coincide with the waiting period for Short Term Disability Insurance.
- (e) On January 31st of each year, an employee shall be entitled to one-half ( $\frac{1}{2}$ ) days pay for each full care day of unused time accrued during the prior calendar year and which days exceed the banked limit of ten (10) days.
- (f) Upon termination an employee shall be entitled to one-half ( $\frac{1}{2}$ ) days pay for each full day of accrued and unused care days.
- (g) A care day or part of a care day may be used by the employee for the following purposes:
  - (i) personal illness
  - (ii) the employee's scheduled medical appointments
  - (iii) to provide emergency child care not exceeding three (3) consecutive days per occurrence for a child for whom the employee acts as a parent
  - (iv) to provide emergency elder care not exceeding three (3) consecutive days per occurrence for a parent
  - (v) to provide emergency spousal care not exceeding three (3) consecutive days per occurrence for a spouse. Where professionals are providing care, a care day is not to be used.
- (h) Where an employee takes only part of a care day, the actual time taken will be deducted from the employee's care day entitlement.
- (i) An employee may draw up to five (5) care days in advance of earning them in any calendar year but in the event of termination of employment the amount paid to the employee but not earned will be deducted from the employee's final pay. If the amount owing by the employee exceeds final pay, the employee is required to promptly repay the shortfall.

(j) Proof of illness or injury, which may include a medical certificate, must be provided if requested by the Employer.

(k) The employee is required to maintain contact with the Employer, advising of his/her expected return to work.

(I) Where a full-time regular employee is required to attend a Doctor or Dentist appointment in the immediate area during working hours, attendance at such appointment shall be without loss of pay. All employees shall make reasonable efforts to schedule such appointments outside of working hours. Employees must receive prior approval from the Manager.

E&OE Signed off this	18	_day of _July.	20 19
For the Union		For the Employer	

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#### Article 11 - Salaries

#### 11.5 Salary Progression

Employees shall move from step to step in their salary ranges with completion of the following amounts of service at each step:

Start rate to 12 months rate - 12 months (includes 120 day probationary period)

12 to 24 months rate - 12 months

24 to 36 months rate - 12 months

36 to 48 months rate - 12 months

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#### Article 13 - Seniority

An employee who temporarily leaves the bargaining unit to fill a position with the Employer excluded from the bargaining unit and who subsequently returns to the bargaining unit within eighteen (18) months unit by agreement between the Union and the Employer or the Labour Relations Code of BC, shall be credited with accumulative seniority (seniority held at date of leaving the bargaining unit plus accrued credit from the date of re-entry to the unit).

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#### Article 14 - General (New)

#### 14.11 Occupational Health and Safety

The Employer is committed to providing a safe and healthy work environment and promoting a positive and proactive attitude towards the safety of employees.

## 14.12 Workers Compensation and Regulations

The Employer agrees to comply fully with the Workers' Compensation Act and Occupational Health and Safety Regulations.

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