

MEMORANDUM OF AGREEMENT

BETWEEN:

Island Savings Credit Union, a division of First West Credit Union

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

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

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:


- A. The Parties are bound to a Collective Agreement effective from July 1, 2019 through June 30, 2024 (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 five years from July 1, 2019 to June 30, 2024 with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from July 1, 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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 Chemanus, B.C. this 3rd day of MAY, 2019



R Walker

FOR THE EMPLOYER





FOR THE UNION

Employer Counter Proposal to UP04		
	Date: <u>May 2/19</u>	Time: <u>7:22pm</u>
Maternity Leave and Parental Leave		
Section: 9.04		

<p>CA Article/Section Proposal</p> <p>9.04 <u>Pregnancy/Parental/Adoption Leave Maternity Leave</u></p> <p>a) Leave of absence without pay shall be granted in accordance with the Employment Standards Act (ESA). Such leave will not affect seniority. <u>Entitlement under ESA is up to seventeen (17) consecutive weeks of unpaid leave. Details of commencement of this leave are outlined in ESA.</u> All pregnancy and parental leave of absence requests shall be in writing <u>at least (4) weeks before the day the employee proposes to begin leave</u>, and shall show the last day to be worked and the expected date of return-to-work. Benefits, Employer Group RRSP contributions, and vacation days to continue during Pregnancy/Parental/Adoption <u>Maternity Leave</u>.</p> <p>9.05 <u>Parental Leave</u></p> <p>a) <u>Leave of absence without pay shall be granted in accordance with the Employment Standards Act (ESA). Such leave will not affect seniority. Entitlement under ESA is up to sixty-one (61) consecutive weeks. All parental leave of absence requests shall be in writing at least (4) weeks before the day the employee proposes to begin leave, and shall show the last day to be worked and the expected date of return-to-work. Benefits, Employer Group RRSP contributions, and vacation days to continue during Parental Leave.</u></p> <p>9.06 <u>Extension of Parental Leave</u></p> <p>The employee may extend their <u>parental portion of their</u> leave, without pay, to a maximum of <u>one hundred and four (104) weeks (when combined with Maternity and Parental)</u>. The employee will be responsible to the Employer for payment of the premiums for their benefits for the extended period of leave. Employer Group RRSP contributions and Vacation Day accrual will cease during the extended leave period. Seniority will be retained during this extended period of leave but will not be accrued. <u>Extension of Parental leave</u> requests shall be in writing <u>prior to the commencement</u> and show the last day to be worked and the expected date of return.</p>
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agree to clean up numbering typo EXY
RW

Employer Counter Proposal to UP04		
	Date:	Time:
Maternity Leave and Parental Leave		
Section: 9.04		

Signed off this 2nd day of May 2019.

For the Employer (FWCU)

R Walker
[Signature]

For the Union (MOVEUP Local 378)

[Signature]
[Signature]



(Canadian Office and Professional Employees Union, Local 378)

ISLAND SAVINGS
a division of First West Credit Union
PROPOSALS 2019
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: May 1, 2019	Time: 4:35 pm.
UP 05	9.05	Amend	

ARTICLE 9 – LEAVES OF ABSENCE

9.05 Special Leave without Pay

Upon written application and when the requirements of the Employer's service will permit, an employee may be granted a leave of absence without pay as per the following:

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

The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminating actions.

E&OE

Signed off this 15th day of May 20 19.

For the Union

[Signature]
[Signature]

For the Employer


[Signature]
Rwalker

Employer Counter Proposal to UP08		
	Date: <i>May 2</i>	Time: <i>7:20 pm</i>
Compassionate Care Leave		
Section: 9.07 NEW		


CA Article/Section Proposal
<p>9.07 Compassionate Care Leave</p> <p><i>Twenty-Seven</i> <i>rw</i></p> <p><u>The employer shall grant upon request unpaid Compassionate Care leave in accordance with the Employment Standards amendment act. An employee who requests leave under this section is entitled to up to 27 weeks of unpaid leave to provide care or support to a family member when a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks or as outlined in the ESA.</u></p> <p>9.0508 Special Leave without Pay</p> <p><i>Twenty Six</i> <i>rw</i></p>

Signed off this 2nd day of MAY 2019

For the Employer (FWCU)


Rwaerkey

For the Union (MOVEUP Local 378)



Robert

Employer Proposal E5		
Housekeeping/Language Clarification	Date: <i>May 2</i>	Time: <i>7:27</i>
Article: 10 Benefits Plan and Sick Leave 10.01 e)		
Section: Benefits		


<p>CA Article/Section Proposal</p> <p>10.01 a) All employees who qualify for benefits shall become entitled to the benefit package as outlined in attached Appendix B-1 on the first (1st) day of the month following date of hire or transfer into the bargaining unit. (MSP will be available for the first of the month following the date of hire.)</p> <p>b) Details of the benefit plans as referred to in paragraph (a) are attached as Appendix B-1 and also available on the corporate intranet.</p> <p>c) Benefit Package The Employer's intention is to continue the provision of current benefits for the term of the collective agreement.</p> <p>d) The premium costs for the plans outlined in 10.01 (b) shall be fully paid by the Employer for all regular employees. All employees, as per the conditions of the BC Central benefits plan, once on benefits may not opt out. Effective July 1, 2004 Employees will contribute premiums for BC Medical as follows:</p> <ul style="list-style-type: none"> — Single \$5.00 per month — <u>Single \$15.00 per month</u> — Couple \$10.00 per month — <u>Couple \$20.00 per month</u> — family \$15.00 per month — <u>Family \$25.00 per month</u> <p>Any increase of BC Medical Premiums to the Employer on or after July 1, 2004 will be cost shared by the Employer and employee with the following maximums on the employee's portion:</p> <ul style="list-style-type: none"> — single capped at \$15.00 per month — couple capped at \$20.00 per month — family capped at \$25.00 per month <p>e) Effective January 1, 2020, BC Medical premiums will no longer be required therefore the subsidized benefit will cease.</p> <p>f.) In the event that there is a legislative change to reintroduce the BC Medical Premiums and eliminate the Employer Health Tax, the current language in (d) will be reinstated.</p>
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Signed off this 2nd day of MAY 2019

For the Employer (FWCU)


R Walker

For the Union (MOVEUP Local 378)


J. Steele


Employer Counter Proposal to UP09		
	Date: <i>May 3</i>	Time: <i>1:23pm</i>
Retirement Savings Plan		
Section: 10.02		

CA Article/Section Proposal
<p>10.02 Retirement Savings Plans</p> <p>The Employer offers two separate retirement savings plans the Bargaining Unit Employee Group Retirement Savings Plan' and the 'First West Group RRSP Program'. Employees are encouraged to discuss the two options with a qualified investment advisor and/or financial planner prior to choosing which plan to opt into.</p> <p>New hires and existing non-Union employees posting into the bargaining unit who are not on the First West Group RRSP Program will have the option of choosing either the Bargaining Unit Group RRSP plan or the First West Group RRSP Program. Non-union employees who post into a bargaining unit position and are already in the First West Group RRSP program will not have the option of transferring into the Bargaining Unit Employee Group Retirement Savings Plan.</p> <p>a) Bargaining Unit Employee Group Retirement Savings Plan</p> <p>The Bargaining Unit Employee Group Registered Savings Plan consists of one hundred percent (100%) Employer contributions.</p> <p>This Group Retirement Savings Plan is available to all regular employees who have completed a full year of service. The Employer agrees to maintain the Retirement Savings Plan, currently a non-contributing Group RRSP paid at the following rates of base salary:</p> <p>Effective July 1, 2016 <u>July 1, 2019</u> - 11.25 <u>11.35</u>% of base earnings.</p> <p><u>Effective July 1, 2022, 11.75% of base earnings</u></p> <p>Employees with twenty (20) years or more service shall receive another one-half (1/2) percentage point on their Group RRSP rate.</p> <p>These funds are "locked in" until discontinuance of employment with or retirement from Island Savings, a division of First West Credit Union.</p> <p>RRSPs on deposit with the Employer and registered in the Employee's name shall be entitled to a preferred rate of .25% above the posted rate for members excluding any special or promotional rates and excluding CAM and CSI products, for the term selected or a rate based upon "relationship banking" whichever is more beneficial.</p>


Employer Counter Proposal to UP09		
	Date:	Time:
Retirement Savings Plan		
Section: 10.02		

Signed off this 3rd day of MAY 2019

For the Employer (FWCU)

R Walker


For the Union (MOVEUP Local 378)

A Gaus


housekeeping

Employer Proposal E4

Date: May 14 Time: 10:44

Article 10.03 b) Sick Leave in Conjunction with Salary Insurance

Section: Benefits

The employer wishes to amend the language of Article 10.03 b) to reflect consistency in wording related in Article 10.03 c).

Change proposed:

b) Upon becoming eligible for salary insurance, an employee will receive sixty percent (60%) salary from the insurance ~~plan~~ carrier for the duration of the illness in accordance with the provisions of the plans. It is the responsibility of the employee to complete and file the necessary application forms to receive payment.

c) Short Term Disability

Upon approval by the carrier of the employee's claim for salary insurance, the Employer will "top up" the amount paid by the insurance carrier (sixty percent [60%] by twenty-five percent (25%) to a total of eight-five percent (85%) of the employee's gross salary for the following periods of time in relation to service with the Employer

250 pm.

Signed off this 15th day of may 2019.

For the Employer (FWCU)

For the Union (MoveUp Local 378)



R Walker



Ugher


may 2/19. 3:05 pm

Employer Counter Proposal to UP06 and UP07		
	Date:	Time:
Leaves of Absence		
Section: 9.07 and 9.08		


CA Article/Section Proposal
<p>10.04</p> <p>b) Personal Days are classified as one of the following and the employee will be required to indicate the applicable Personal Days plan when requesting time off:</p> <ul style="list-style-type: none"> i. Paid Time Off Other - Bereavement (Article 9.02), Disability Waiting Period (Article 10.03), Jury Duty (Article 9.03), Volunteer Day (As per Employer policy). ii. Paid Time Off Personal Other - Bereavement leave extension, Birth of Child, Education (sitting/writing an exam), Emergency Childcare, Family, Household Emergency, ICBC related, Pandemic, Personal Appointment, Severe Weather, WCB related, <u>volunteer emergency and/or rescue worker, and other personal circumstances including domestic violence.</u> iii. Paid Personal Leave Sick - Personal Illness

Signed off this 2nd day of may 2019.

For the Employer (FWCU)


R Walker

For the Union (MOVEUP Local 378)


G Hall



(Canadian Office and Professional Employees Union, Local 378)

ISLAND SAVINGS
a division of First West Credit Union
PROPOSALS 2019
Union Proposals (UP Item)


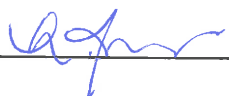
Union			
Number	Affected Article/MOU	Date: May 1, 2019	Time:
			5:03pm.
UP 14	14.01	Amend	

ARTICLE 14 – SENIORITY

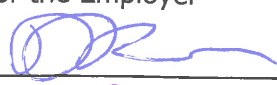

14.01 Seniority shall mean length of continuous service, with the Employer and its predecessors **and successors**.

E&OE
Signed off this 1st day of May 2019.

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**Island Savings Credit Union
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 3, 2019	Time: 10:26 am.
UP# 24	14.03	Amend	

Article 14 – SENIORITY

14.03 An employee who leaves the bargaining unit to fill a position excluded from the unit, and who subsequently returns to the unit within ~~one (1) year~~ two (2) years, shall be credited with seniority held at the date of leaving the bargaining unit.

E&OE

Signed off this 3rd day of MAY 2019

For the Union

W. Green
Adm

For the Employer

R Walker
[Signature]



(Canadian Office and Professional Employees Union, Local 378)

ISLAND SAVINGS
a division of First West Credit Union
PROPOSALS 2019
Union Proposals (UP Item)

Union		Date: May 1, 2019	Time:
Number	Affected Article/MOU		
UP 15	15.03	Amend	

ARTICLE 15 – GENERAL PROVISIONS

15.03 Disciplinary Action

Should it become necessary for management to discuss with an employee a matter of which could result in disciplinary action being taken, such discussion will be conducted in private. At the discretion of the employee, a bargaining unit Union Job Steward may be present. Upon request of the employee, the substance of the Employer's complaint shall be given to the employee in writing at the time the discussion takes place.

The Employer shall provide an employee with a copy of any written warning or adverse report affecting the employee. Any reply by the employee shall become part of the employee's record.

~~When an employee is issued a letter of discipline, the Steward and the Union will be provided with a copy of the letter at the time it is issued.~~

~~Upon giving reasonable notice, employees shall be entitled to review their personnel files annually and in the event of a grievance. Provided the employee has been discipline free for the period specified, discipline will be removed from the employer's file as follows:~~

- ~~• written warnings — 12 months~~
- ~~• letter of suspension — 24 months~~

E&OE

Signed off this 1st day of MAY 20 19

For the Union

A. Galeo
agaleo

For the Employer

[Signature]
R Walker



(Canadian Office and Professional Employees Union, Local 378)

ISLAND SAVINGS
a division of First West Credit Union
PROPOSALS 2019
Union Proposals (UP Item)

Union		Date: May 1, 2019	Time:
Number	Affected Article/MOU		
UP 16	19.05	NEW	

ARTICLE 19 – GRIEVANCE PROCEDURE

19.05 When an employee is issued a letter of discipline, the Steward and the Union will be provided with a copy of the letter at the time it is issued.

Upon giving reasonable notice, employees shall be entitled to review their personnel files annually and in the event of a grievance. Provided the employee has been discipline free for the period specified, discipline will be removed from the employer's file as follows:

- written warnings - 12 months
- letter of suspension - 24 months

E&OE

Signed off this 1st day of MAY 2019

For the Union

A. Galloway
Agnew

For the Employer


[Signature]
R. Walker

Employer Counter Proposal to UP17		
	Date:	Time: 2:22
Duration		
Section: 23.01		


CA Article/Section Proposal
<p>23.01 This Agreement shall be in full force and effect from and including July 1, 2016 <u>2019</u> to and including June 30, 2019 <u>2024</u> and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration, or immediately preceding July 1 in any subsequent year, by written notice to the other Party, to require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective Agreement, or a new collective Agreement.</p>

Signed off this 3rd day of MAY 2019

For the Employer (FWCU)


R. Walker

For the Union (MOVEUP Local 378)



A. G. [unclear]

Employer Counter Proposal to UP18		
	Date: <u>May 3</u>	Time: <u>1:21pm</u>
Salary Rates		
Section: Appendix A2		


CA Article/Section Proposal
<p>APPENDIX A2 – SALARY RATES</p> <p>Home Agents Rate (Senior Insurance Advisor);</p> <p>Increase Home Agents rate by \$2.00 per hour</p> <p>General Wage Increase:</p> <p>Effective July 1, 2019: 3.5% <u>2.0%</u></p> <p>Effective July 1, 2020: 3.5% <u>2.5%</u></p> <p>Effective July 1, 2021: 3.5% <u>2.5%</u></p> <p><u>Effective July 1, 2022: 2.5%</u></p> <p><u>Effective July 1, 2023: 2.0%</u></p>

Signed off this 3 day of May 2019.

For the Employer (FWCU)


R. Walker

For the Union (MOVEUP Local 378)


J. Gallo

Employer Counter Proposal to Union Counter Proposal to E1

Date: May 2, 2019

Time: 6.47pm

Permanent Part-time Shift Schedules

Section: LOU#4

CA Article/Section Proposal

1. Each Branch will allocate permanent part-time shifts ~~as follows:~~ as operationally required.
2. ~~The allocation of hours to each of the shifts will not change without the agreement of the Parties.~~ Permanent part-time shifts will be scheduled for a minimum of 15 hours per week.
3. ~~Upon implementation, shifts will be allocated to qualified employees on the basis of seniority.~~ Schedules will be posted three months at a time.
4. ~~Part-time employees are required to provide their availability one month in advance of the three month schedule. Provided the operational requirements are not able to be met with the availability provided, regular part-time employees must provide additional availability based on seniority.~~
- 4 5. ~~Part-time employees will be scheduled to ensure all part-time employees receive 15 hours minimum per week. Additional hours of work that become available will be offered to qualified employees within the branch on the basis of seniority and job classification of the shift being filled once the part-time 15 hour minimum is met, based on the following:~~
 - Part-time employees will be called in based on seniority, job classification and location. If still unfilled;
 - A casual employee in the job classification in that location. If still unfilled;
 - The Employer may call upon employees from other branches.
- 5 6. ~~For shifts that become available during a scheduled period, Part-time employees may decline no more than 12 shifts per year. additional hours, however, the least senior employee cannot decline additional hours if there are no senior qualified employees available to do the work. Failure to fulfill shifts that become available following these 12 declinations will result in a review of their employment. Whether a shift is categorized as being declined will be determined on a case by case basis and will not be unreasonable.~~
7. Employees with ten (10) years seniority may decline without penalty after they have worked three (3) shifts in a week. Employees with less than ten (10) years seniority may decline without penalty after they have worked four (4) shifts in a week.
8. The employer will make every effort possible to ensure shifts are consecutive when requested and continuous in nature for the duration of the three (3) month availability period. Employees shifts will reflect their availability as closely as possible but cannot be guaranteed.
9. ~~6 8.~~ Should a part-time shift become vacant, the vacancy will be posted and allocated pursuant to the posting and selection requirements of the Collective Agreement.

~~10. 7-9. Postings~~ Scheduling for part-time employees will be specific to each Branch.

~~11. 8-10. Postings~~ Scheduling for permanent part-time shifts will specify the shift and specific days of the week required for the vacancy.

~~9 11. It is agreed that the terms of this Letter of Understanding will be enforceable as any other terms and conditions contained within the Collective Agreement. Violations of seniority for scheduling may be grieved as per the grievance procedure in the collective agreement.~~

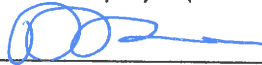
~~10. Upon ratification of the collective agreement, the parties will consider changes to shift schedules. Any differences may be referred to Expedited Mediation Arbitration under the collective agreement at Article 21.~~

~~11 12. Hours that are not allocated to the permanent part-time employees are available to other employees. Nothing in this Letter of Understanding denies any other employees any terms and conditions of employment that they would otherwise receive.~~


13. The union and employer agree to meet formally in January 2020 to review this LOU and see if any adjustments are required.

Signed off this 2nd day of may 2019

For the Employer (FWCU)


Kwakye

For the Union (MOVEUP Local 378)



A. Yalaw

E10		
	Date: <u>May 11/19</u>	Time: <u>11:00am</u>
LOU #5		
Communications Meetings		


<p>CA Article/Section Proposal</p> <p>The employer would like to change the title of this LOU to Employer Initiated Meetings and incorporate language into the current collective agreement</p> <p>Article 15 General Provisions 15.10 Employer Initiated Meetings To promote the concept of employer initiated meetings outside of working hours to a maximum of four (4) meetings per calendar year, and that the Employer will reimburse out-of-pocket costs for babysitting. The duration of these meetings would be a maximum of three (3) hours and are for employer initiated purposes, not training purposes.</p> <p style="text-align: center;"><i>After hours-employers meetings</i></p>

Signed off this 15th day of May 2019.

For the Employer (FWCU)


Rwael

For the Union (MOVEUP Local 378)

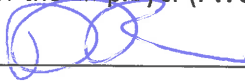

Agur

E10		
	Date: <u>May 17/19</u>	Time: <u>3:26pm</u>
LOU # 15		
Benefit Package		


CA Article/Section Proposal
The employer wishes to remove this LOU, -was agreed upon

Signed off this May day of 1st 2019

For the Employer (FWCU)


R. Waeker

For the Union (MOVEUP Local 378)


A. Hall

3:26pm

E10		
	Date: <u>May 1/19</u>	Time: <u>3:30pm</u>
LOU #26		
Possible Reclassification of CSR and MSR Coordinator B positions		


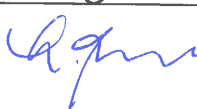
CA Article/Section Proposal
The employer wishes to remove this LOU, references –tasks were completed.

Signed off this 1st day of May 2019.

For the Employer (FWCU)


R. Walker

For the Union (MOVEUP Local 378)


 3:30pm



(Canadian Office and Professional Employees Union, Local 378)

ISLAND SAVINGS
a division of First West Credit Union
PROPOSALS 2019
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: May 1, 2019	Time:
UP 20	LOU 29	Incorporate into Collective Agreement	

LOU 29

Re: Branch Advisor Position Reclassification

Incorporate LOU 29 signed on March 27, 2018 into the collective agreement.

E&OE
Signed off this 1st day of May 2019.

For the Union

Wallo

For the Employer

RWalker



(Canadian Office and Professional Employees Union, Local 378)

ISLAND SAVINGS
a division of First West Credit Union
PROPOSALS 2019
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: May 1, 2019	Time: 3:36 pm.
UP 21	LOU 30	Incorporate into Collective Agreement	

LOU 30

Re: Commercial SR Position Reclassification

Incorporate LOU 30 signed on June 22, 2018 into the collective agreement.

E&OE

Signed off this 1st day of may 2019

For the Union

Gallo
Admir

For the Employer

[Signature]
Rwalker



(Canadian Office and Professional Employees Union, Local 378)

**Island Savings Credit Union
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 3, 2019	Time: 10:26am.
UP#23	LOU	Casual Employees	

It is agreed between the parties that as a result of the signing of LOU #4 the following applies:

Casual employees will be limited to three (3) at the Duncan Branch, One (1) at the Mill Bay Branch and zero (0) at the Lake Cowichan Branch.

As a result of this agreement two (2) of the current six (6) casual employees will be reclassified as Part-time Regular.

E&OE
Signed off this 3rd day of may 2019

For the Union

AGallie
agw

For the Employer

RWalker
[Signature]