

COLLECTIVE AGREEMENT

Between

Coastal Community 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, 2016 to June 30, 2019

**COLLECTIVE AGREEMENT
BETWEEN:
COASTAL COMMUNITY CREDIT UNION
AND:**

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

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Effective: July 1, 2016 to June 30, 2019

BETWEEN: COASTAL COMMUNITY CREDIT UNION
(hereinafter referred to as the “Employer”)

Party of the First Part;

AND: MoveUP (Canadian Office and Professional Employees, Union Local 378)
(hereinafter referred to as the “Union”)

Party of the Second Part;

ARTICLE 1 – PURPOSE

- 1.1** The purpose of the Agreement is to maintain a harmonious relationship between the Employer 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:
- 1.2** Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, colour, creed, national origin, age, sex, or marital status or as otherwise outlined in the BC Human Rights Code.
- 1.3** The Employer recognizes the right of an employee to work in an environment free from sexual harassment. Employees who feel they are being sexually harassed may initiate a grievance.

ARTICLE 2 – UNION SECURITY and RECOGNITION

- 2.1** This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the Labour Relations Code and shall be binding on the Employer and the Union and their respective successors and assigns.
- 2.2** All employees covered under this Agreement shall, as a condition of employment, become and remain members of the Union within thirty (30) days from the effective date of this Agreement.
- 2.3** All employees hired subsequent to the signing date of this Agreement shall, as a condition of employment, become and remain members of the Union within thirty (30) days from the date of employment.
- 2.4** 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:

- a) Name
- b) Monthly Salary
- c) Amount of dues deducted
- d) Job Classification
- e) Employee Status
- f) Date of Hire
- g) New Hires
- h) Terminations

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

ARTICLE 3 – UNION and EMPLOYER REPRESENTATION

3.1 Recognition of Union Executive Board Members, Councilors, 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, Councilors, 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, Councilors, 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.

3.2 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 their designate at their location. Such permission will not be unreasonably withheld. It is understood that the Job Steward will carry out their duties in a manner as to cause a minimum of interference to normal job duties and business operations.

3.3 Committees

- 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) The Employer will provide workshops regarding respectful work environments.
- h) The Union's full-time Representative may attend such meetings.

3.4 a) Union Management Consultation

Coastal Community Credit Union and the Union recognize the benefits of establishing a mechanism for the ongoing discussion of a variety of issues which may

be of interest to both and the benefits that open and early discussions is a positive step in building a stronger relationship between both parties.

b) Objectives and Functions

The union-management consultation mechanism will provide a process whereby representatives from union and management will meet from time to time to discuss issues of interest and/or concerns.

This process is one in which the parties seek information, provide advice and exchange views on specific matters; it is a means of fostering understanding of the other parties' concerns and particular views pertaining to specific issues and developments within the business. The consultation process allows the parties the opportunity to develop meaningful dialogue, to bring forth their particular points of view, and in a spirit of good faith, attempt to find solutions to concerns and issues raised by each party.

The main objective of union-management consultation is to provide an effective ongoing communication vehicle between union and management which facilitates discussion of issues, if not resolution.

Union-management consultation does not imply any agreement on issues discussed nor does it in any way interfere with the management's authority or obligation to manage, or the union's legal rights under the Labour Relations Code of British Columbia, or the Collective Agreement.

c) Matters for Discussion

Since the purpose of the union-management consultation process is to reduce tension and promote understanding between the parties, generally there shall be no limitation on the issues that may be raised in consultation. However, it is recognized that this process is intended for the sharing of ideas and information at the earliest possible time and as such operational initiatives and customer service issues including hours of operation, and matters pertaining to issues related to mergers and acquisitions are generally seen as appropriate topics for discussion.

d) Meetings

Meetings will be scheduled once every four (4) months although more frequent meetings may be held if the parties are agreed that there are sufficient issues which necessitate the need for additional sessions.

e) Participants

The total number of official Union and Employer representatives will not exceed eight (8), four (4) from the union and four (4) from the Employer. Official Union Representatives to this process will be named by the Union and will include the Union's Business Representative.

Other advisers, observers, and visitors may attend the consultation meetings but only with the concurrence of both the union and the Employer; these persons will not be able to actively participate in the proceedings except with the agreement of both the union and the Employer.

f) **Procedures**

The Employer and the Union shall establish a pre-determined schedule of meetings for each calendar year. In advance of each meeting the parties may each submit issues for discussion. An agenda will be prepared and circulated at least fourteen (14) days in advance of each meeting; if there are papers, memoranda or reports related to the items(s) on the agenda, they should be distributed at the same time as the agenda.

During the course of the meeting a non-adversarial climate should be maintained, therefore, formal proceedings such as motions and votes will not be utilized.

g) **Minutes**

Minutes will be distributed by the Employer to all participants following each consultation meeting. The minutes will show clearly what subjects were discussed and by whom, the essence of the discussion by each party, and any subsequent position(s) or decision(s) taken, including the "Status" of the issue.

ARTICLE 4 – RIGHTS of the EMPLOYER

- 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 18, 19, 20, and 21.

Nothing herein contained shall limit the statutory powers and duties of the Directors of the Employer under the Companies Act, Section 141, which provides:

"The directors shall, subject to this Act and the articles of the company, manage or supervise the management of the affairs and business of the company."

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 managerial and/or supervisory capacity.

ARTICLE 5 – DEFINITION of EMPLOYEES

5.1 Probationary Period

All regular employees shall be considered probationary for the first one hundred and twenty (120) calendar days of employment. This period may be extended by mutual agreement between the Employer and the Union.

Each new employee shall be provided a letter of engagement and a listing of all the Job Stewards and the Job Steward at the appropriate branch will be notified of the new employee's name.

Each new employee will be provided with a one (1) hour orientation period within one (1) month of the employee's initial hire. This orientation period will be conducted on the Employer's premises within the normal working day at mutually agreeable time by an elected Job Steward.

The Union will advise the Employer of the name of the Job Steward, at the branch where the new employee is working, who will conduct the orientation referred to above.

5.2 Full-Time Regular

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

5.3 Temporary

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 ninety (90) calendar days duration, except for temporary assignments known to be longer than ninety (90) calendar days duration such as maternity or long-term illness leaves, and except when extended by mutual agreement between the Union and the Employer. A temporary employee reaching regular status will have rights under this Agreement which is based on length of service or seniority dated from the start of continuous employment.

5.4 Part-Time Regular

An employee hired to work regular hours or days on a continuing basis and who is scheduled to work no less than fifteen (15) hours in any week. Additional hours that become available will be first offered to qualified part-time employees within the Branch on the basis of seniority. These employees shall be covered by all conditions of this Agreement unless otherwise defined in this Agreement and as follows:

Vacation pay will be calculated on the same basis as for a full-time employee with the same calendar years of service. For example, a part-time employee will be entitled to three (3) weeks vacation after one (1) year's service paid at the rate of six percent (6%) of gross earnings.

Part-time regular employees will have one option of having a fixed dollar amount of their income set aside for the purpose of vacation savings. Such amount will be credited each pay period to a separate banking account selected by the employee. The option must be requested in writing to the Employer in January of each year. Once the request is made, the employee may change their request only in January of the following year.

ARTICLE 6 – HOURS of WORK and OVERTIME

- 6.1**
- a) The standard day shift shall consist of seven and one-half (7½) hours per day between the hours of 8:00 a.m. and 6:00 p.m. The standard work week shall consist of thirty-five (35) hours, Monday through Saturday, inclusive.
 - b) The determination of the starting time of daily and weekly work schedules shall be made by the Employer and such schedules may be changed by the Employer from time to time to suit varying conditions of business. In the event of any changes in starting and quitting times of shifts, the Employer agrees to give at least fifteen (15) days notice of any change.

c) **Monday Opening**

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 Standing Committee. It will not be the intent of the Employer to work employees six (6) consecutive days. The Employer agrees with the principle of two (2) consecutive days off, wherever it is possible.

The principle of two (2) consecutive days off shall prevail for full-time employees and wherever possible to apply only to part-time employees. The Employer is prepared to do everything they can to provide two (2) consecutive days off for part-time employees but is not prepared to guarantee that one (1) of those days shall be Sunday.

d) **Extended Hours of Operation – Relationship Centre**

The Relationship Centre will have extended hours of operation between the hours of 7:30 am and 8:30 pm.

A shift premium will apply to employees as set out in Appendix “A-2 Job Classification and Wage Scale Shift Premium”.

- 6.2 a) A one (1) hour unpaid lunch period will be provided and taken within the three (3) hours in the middle of the regular working day. Precise time to be arranged between the Employer and the employee.
- b) A half (1/2) hour unpaid lunch period will be provided when an employee works more than a six and a half (6.5) hour work day and less than a standard work day within the three (3) hours in the middle of the work day. Precise time to be arranged between the Employer and the employee.

- 6.3 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:

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

6.4 **Overtime Premiums**

- a) Time worked in excess of the standard day shift shall be paid for at time and one-half (1½) the employee’s straight time hourly rate for the first two (2) hours 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 (1½) the employee’s straight time hourly rate for the first two (2) hours 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 two (2) times the employee’s straight time hourly rate, plus one (1) day’s regular pay.
- 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 this Section 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) Overtime work must be authorized by the Manager or the employee's authorized representative.

6.5 An employee who works overtime beyond a regular shift shall be allowed a suitable hot meal and one (1) hour paid meal period in which to eat the meal at the employee's 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.

6.6 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. This time-off must be taken no later than ninety (90) days after the occurrence of the overtime. If time-off is not taken within this period, overtime pay will be paid except in cases where the Employer has been unable to provide the employee with time-off.

6.7 Employees may decline overtime on a seniority basis providing there are other qualified employees available to perform the work. In such cases, the junior employees cannot decline to work overtime.

ARTICLE 7 – STATUTORY HOLIDAYS

7.1 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

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government. Should one (1) of the above holidays fall on an employee's normal day(s) off, the employee shall receive an additional day or day(s) off, with pay to be taken adjacent to the employee's normal day(s) off or at a time mutually agreed between the employee and the Employer.

b) The day off in lieu of a holiday which falls on an employee's normal day off must be taken within ninety (90) calendar days following the date the holiday occurred. Seniority will govern when more than the allowable number of employees request the same day off work, giving due consideration to the requirements of efficient operation of the Credit Union.

- 7.2 In the event any of the holidays in Section 1 occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

ARTICLE 8 — ANNUAL VACATION and SUPPLEMENTARY VACATIONS

- 8.1 The vacation year shall be defined by calendar year (January 1st to December 31st), but will be accrued according to employment date. Employees currently earning vacation credits on a calendar-year basis will continue to earn credits on that basis until such time as their service with the Employer ends. Credits will be earned in accordance with the current CCCU Collective Agreement.
- 8.2 All regular employees shall be entitled to a vacation in accordance with the following schedule:
- a) Upon completion of six (6) months service in the employee's first year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days which if taken, will be deducted from the employee's total entitlement for that year. Such vacation period must be taken at a time mutually agreed with the Employer. Vacation pay for an employee not completing one (1) year's service shall be paid at the rate of four percent (4%) of gross earnings.
 - b) Each employee who completes one (1) year's service shall receive fifteen (15) working days paid vacation. Pay for such vacation shall be at the employee's current salary or six percent (6%) of gross earnings for the period in which vacation was earned, whichever is greater.
 - c) Each employee who completes five (5) years service shall receive twenty (20) working days paid vacation. Pay for such vacation shall be at the employee's current salary or eight percent (8%) of gross earnings for the period in which vacation was earned, whichever is greater.
 - d) Each employee who completes ten (10) years service shall receive twenty-five (25) working days paid vacation. Pay for such vacation shall be at the employee's current salary or ten percent (10%) of gross earnings for the period in which vacation was earned, whichever is greater.
 - e) Each employee who completes fifteen (15) years service shall receive thirty (30) working days paid vacation. Pay for such vacation shall be at the employee's current salary or twelve percent (12%) of gross earnings for the period in which vacation was earned, whichever is greater.
 - f) Each employee who completes twenty-five (25) years service shall receive thirty-five (35) days of vacation. Pay for such vacation shall be at the employee's current salary or fourteen percent (14%) of gross earnings for the period in which vacation was earned whichever is greater.
- 8.3 **Vacation Schedule**
- a) Senior employees shall be given preference in the selection of vacation periods in order of days worked.

- b) Employees who wish to take their vacation in broken periods instead of one (1) period may do so subject to the following:
 - i) The periods are a minimum of five (5) working days.
 - ii) Only one (1) vacation period shall be selected by the process outlined in Article 8.3 (a) above 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 separate periods shall select the periods in order of days worked.
 - iii) Employees shall be allowed to use one week of their vacation entitlement in periods of less than one (1) week duration.

8.4 Employees shall be permitted to bank ten (10) working days of vacation and take it in the following year subject to the following:

- a) An employee may bank greater than ten (10) days of vacation subject to special circumstances warranting the banking of this extra vacation time beyond the ten (10) set out above.
- b) Employees will only be permitted to take unearned vacation time off to a maximum of five (5) days during the time period January 1 to March 31, and a maximum of three (3) days during the time period April 1 to December 31.
- c) The banked vacation shall be taken at a time mutually agreed upon.

8.5 Should an employee's services become terminated, the employee shall reimburse the Employer for any overpayments the employee may have received for holidays provided by this Article.

8.6 Supplementary Vacation Plan

- a) After completing ten (10) or more years of continuous service with the Employer, an employee shall, in addition to the regular vacation to which the employee is entitled, become eligible to receive a supplementary vacation with pay each five (5) years, as set forth below:

Years of Completed Service	Working Days of Supplementary Vacation
After ten (10)	Five (5)
After fifteen (15)	Five (5)
After twenty (20)	Ten (10)
After twenty-five (25)	Ten (10)

- b) The supplementary vacation may be taken in conjunction with the regular vacation to which the employee is entitled, provided such regular vacation is not scheduled to be

taken during the months of July and August, in which event the supplementary vacation shall be taken at a time to be agreed upon by the Employer and the employee.

- c) The supplementary vacation must be taken prior to the employee becoming eligible for their next earned period of supplementary vacation, as provided for in paragraph (a) above.

d) **Supplementary Vacation Pay**

For full-time employees, five (5) working days supplementary vacation pay shall be equal to one (1) week's salary of the employee's regular job at the time the vacation is taken. For part-time employees, one (1) week supplementary pay shall be equal to the employee's average weekly earnings for the fifty-two (52) weeks preceding the request for payment of supplementary vacation pay. Part-time employees will be paid out supplementary vacations described in Article 8.6 above at or near the anniversary date unless otherwise notified by the employee. Should the employee notify otherwise, the employee will advise the payroll team when the supplementary vacation pay is to be paid.

The Employer will provide notice to employees thirty (30) days prior to their tenth (10th) anniversary of the upcoming payment.

ARTICLE 9 – LEAVE of ABSENCE

9.1 Union Business

Leave of absence without pay may be granted to employees for the purpose of attending to Union business with the approval of the Employer or employee's authorized Representative. The Union will request such leave by giving the Employer at least two (2) weeks notice.

9.2 Bereavement Leave

In case of death in the immediate family of a full-time or part-time regular employee, the employee shall be granted leave of absence without loss of pay for five (5) consecutive working days immediately following or within a reasonable period of time following the death. Immediate family is defined as the employee's spouse, fiancé, children, step-children, foster children, parent, step-parents, sibling, or step-sibling. Such employees shall be granted leave of absence without loss of pay for three (3) consecutive working days immediately following or within a reasonable time following the death of the employee's parent-in-law, sibling-in-law, grandparents and grandchildren. Such employees shall be entitled to up to two (2) extra consecutive days with pay if attending a funeral out-of-town. Out-of-town means the requirement of total travel time in excess of six (6) hours. In the case of grandparents-in-law, niece and nephew, one (1) working day leave of absence shall be granted upon request. The leave of absence will not be charged against paid sick leave or annual vacation entitlement.

9.3 Jury Duty

Full-time regular employees and part-time regular employees summoned to Jury Duty or subpoenaed as a court witness shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned, had they worked on such days. Such employees shall be entitled to wages at straight time rates for hours spent as a witness on behalf of the Employer on their own normal days off.

Employees on Jury Duty shall furnish the Employer with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on Jury Duty and actual work on the job in the office in one (1) day shall not exceed normal working hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of seven and one-half hours, shall be considered overtime and paid as such.

9.4 Pregnancy / Parental / Adoption 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 leave without pay upon completion of the pregnancy/parental/adoption leave period. Such leaves will not affect sick leave or seniority provisions. 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.

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

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

Vacancies arising under the provision will be posted as “up to eighteen (18) months.”

In the event the expected date of return is for twelve (12) months but is extended for an additional six (6) months, the vacancy created by the leave will not have to be reposted.

9.5 Special Leave Without Pay

- a) 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, for a period of up to sixty (60) calendar days. Under such leaves, the employee shall retain and continue to accrue seniority. Such leaves of absence shall not be unreasonably withheld.
- b) Such leaves may be extended for an additional period of up to sixty (60) calendar days when approved by the Employer. Seniority will accrue during such extension.
- c) Employees may continue to be covered under the benefit plans during the periods outlined in Section (a) and (b) provided they pay the monthly premiums in advance.

9.6 Maintenance of Position

An employee returning to work after being on a short-term or long-term disability leave for a period of up to one (1) year will return to the employee’s former position or to a

comparable position. After one (1) year the employee shall only be entitled to return to a job at the same rate of pay with no position or classification guarantee.

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 9.5 Special Leave without pay or Article 10 Benefit Plans and Sick Leave depending on the employee’s request and approval by the provider. 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.

ARTICLE 10 – BENEFIT PLANS and SICK LEAVE

- 10.1** a) On the first day of the month following completion of probation, all regular employees who work no less than sixty (60) hours per month shall become entitled to coverage under the Benefits Plan Outline listed in the attached Appendix B-1. For the purposes of coverage of common-law spouses (this may include a same sex partner) the Parties must have lived together under the same roof for a term of one (1) year or as otherwise established by Carrier requirement or law. Employees must notify the Employer when the common-law arrangement is terminated.

b) Benefits Package

Details of the Benefit Plan Outline as referred to in paragraph (a) are attached as Appendix B-1 and also available on the Coastal Community Credit Union MYCU website.

- c) The premium costs for the above Benefit Plan shall be fully paid by the Employer.
d) All eligible employees must accept minimum benefit coverage of Basic Life, Short Term Disability, Long Term Disability and the Employee and Family Assistance Program. All other coverage is optional, but no remuneration will be paid in lieu.

10.2 Pension Plan

All regular employees shall be entitled to participate in the in-house RRSP upon the completion of one (1) year’s service, or two hundred (200) working days for part-time employees. Employer contribution to the RRSP is as follows:

RRSP Contributions

- January 1, 2016 11.00%
- January 1, 2019 11.25%

Employer contribution to the RRSP will be a percentage of earned salary, per pay period. Funds in this plan are not available for withdrawal, unless the participant can demonstrate to the Employer special circumstances which are beyond the control of the employee and warrant such consideration. Exceptions to the above are for Home Buyers

Plan, a Lifelong Learning Plan, or discontinuance of employment with or retirement from Coastal Community Credit Union.

RRSP's on deposit with the Employer and registered in the employee's name shall be entitled to a preferred rate. The preferred rate shall be one-half (0.50%) percent above the applicable rate for members, for the term selected. With regards to those funds in locked-in terms, this one-half (0.50%) percent would be applicable on the next anniversary date. It is also confirmed that employees will be entitled to invest in products available through Coastal Community Credit Union and their RRSP Plans available.

Employees will have the option of participating in the BC Central Credit Union Defined Contribution Plan.

10.3 Sick Leave

Regular employees on benefits who are unable to work because of illness shall receive pay on the following basis:

- a) During the ten (10) working days waiting period to become eligible for short-term disability – full salary paid by the Employer.
- b) Upon becoming eligible for short-term disability, an employee will receive eighty-five percent (85%) salary from the short-term disability plan for the duration of illness in accordance with the provisions of the plan.
- c) It is the responsibility of the employee to complete and file the necessary application forms to receive payment.
- d) Employees on sick leave will not be required to attend at their workplace to pick up their pay cheque.

10.4 The employee, upon request by the Employer, shall provide proof of illness which involves paid leave.

The current application of this section re: incidental sick leave will include Family Responsibility Leave.

The sick leave plan will not be amended but will also apply to family responsibility leave with one clarification, should any particular instance under family responsibility leave lead to an absence from employment in excess of ten (10) consecutive working days the coverage under this section shall cease at the end of the tenth day. This is so that the Employer is not providing costs in excess of what they would to an employee who qualifies for wage indemnity or long-term disability. Confirmation of this ten day period shall be done as a policy of the Credit Union.

ARTICLE 11 – SALARY POLICY

11.1 Employees 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 Section 5 of this

Article and shall not be construed to mean an employee may not be advanced to the next step in the employee's salary range before having the required service.

11.2 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.

- 11.3** 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 may, at its discretion, negotiate with the Employer, the salary and category and if agreement cannot be reached, the matter may be referred to Article 19 – Alternate Dispute Resolution in this Agreement.

The job descriptions tabled during the negotiations that formed the July 1, 2003 to June 30, 2007 Collective Agreement are the established job descriptions. To the extent that any new or changed job positions were established during the term of this agreement, the Union is entitled to exercise its discretion under this Article.

Job postings must be consistent with the established job descriptions.

11.4 Promotional Increases

Upon promotion, an employee's salary will be at a step in the higher salary range which will ensure a minimum of sixty dollars (\$60.00) per month increase. Promotional increases will be effective from the day the employee assumes the new position.

11.5 Salary Progression

- a) Except as provided in paragraph (b) following, employees shall progress to each such succeeding step in the salary range for their job group in accordance with the service required to qualify for such step. Time spent on short-term and long-term disability leave shall not qualify as "service" under this section.
- b) An employee placed on a step in their salary range at a point higher than they would qualify for length of service (on being hired, or promoted in accordance with Section 4 of this Article) shall move to the next step in their salary range upon completion of six (6) months service following such placement, subject to paragraph (c) of this Section.
- c) Advancement from one salary step to another may be withheld due to inadequate performance under the following circumstances:
 - the employee has been counselled regarding inadequate performance following the employee's last job service salary increase; and
 - notice of intent to withhold the next service salary increase is given to the employee and the Union one (1) month prior to the date such increase is due.
- d) When employees restore their performance they shall be advanced to the next step in their salary range on a non-retroactive basis.

- 11.6** An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate as determined by

Section 4 above, for the period so employed. This provision shall not apply for brief relief periods of three (3) days or less accumulated in a calendar year. Where employees temporarily assume additional responsibilities without an actual change in classification, the Union and the Employer shall meet to decide if the added responsibilities are sufficient to change the job level and if so, shall set a new salary level.

Training and 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.

While training and cross-training is being done, the trainer will be present.

11.7 A part-time employee who becomes full-time shall be placed on the appropriate salary range at a step in length of service consistent with the employee's length of accumulated service as determined by Article 14, Section 7.

11.8 Salary Policy on Recalls and Demotions

a) Employees recalled to their former position or to a position having the same salary range shall receive the current rate for the step in the salary range which they held at the time of layoff.

b) Employees recalled who accept a position in a salary range which is lower than for their former position, shall be paid at a step in the salary range commensurate with their service at layoff.

c) An employee who transfers to a position in a lower salary range for reasons ascribable to the employee shall be paid a salary in accordance with paragraph (b) above.

11.9 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.

ARTICLE 12 – JOB POSTING

12.1 a) Notice of all job vacancies within the bargaining unit shall be posted on a bulletin board on the Employer's premises for at least five (5) working days. The notice shall indicate job title, category, salary, a brief outline of the duties involved. A copy of the notice shall be sent to the Chief Steward and the alternate Chief Stewards.

b) An employee may bid on vacant positions which may involve a promotion, lateral transfer, or a lower classification.

12.2 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.

b) All bids on posted job vacancies shall be in writing, or on a form provided by the Employer.

Bids provided by employees via the internet will be accepted for consideration by the Employer. The Employer's external web site will contain a listing of all internal vacancies open at any given time.

- 12.3** Selections for job vacancies shall be made on the basis of qualifications and 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.
- 12.4** When promoted to a higher position an employee shall be allowed a trial period of up to ninety (90) calendar days. Should the employee be considered unsuitable during the trial period, the employee shall be returned to their former position or one of equal rank. Salary shall be at the service step paid prior to promotion or the step they might have achieved by service had they not been promoted.
- 12.5** Training and cross-training shall be done on the basis of seniority to allow for the principle of promotion from within, subject to Section 2(a) and Section 3 of this Article, "training and cross-training shall be provided for employees in their current positions and for future positions when the opportunity arises whether it provides for promotion or not."

Training — seventy (70) hours basic

- two (2) week minimum for new employees
- promotions, movement to different job or training for another job – up to seventy (70) hours as mutually agreed between Employer and employee.

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.

12.6 Staff Development and Training

The parties agree that all employees be properly trained in their duties pertaining to their employment. Employees will be eligible to receive training that is offered. The Employer will pay all costs associated with the training including instructional time at straight time rates, course materials, and mileage in accordance with Employer policy.

12.7 Career Development

Employees may request approval, through an application to the Employer, to take other work related courses. Where such a course is approved by the Employer, the Employer will pay for the course in accordance with Employer policy.

12.8 Progression from Level 1 to Level 2 (MSR)

An MSR shall move from Group 1 to Group 2 as agreed between the parties in Letter of Understanding #2. It is understood that an MSR Group 1 employee will become an MSR Group 2 employee upon successful completion of the CUIC 200 course or comparable courses designated by the Employer and the two-week in-house training and examination provided by the Employer. Employees who were hired on or before January 1, 2002 will not be required to complete the CUIC 200 or comparable courses.

12.9 Mutual Funds

The Employer will pay all costs in accordance with Employer policy for a Mutual Funds and/or Securities course for employees who are required to obtain a Mutual Funds and/or Securities license. When ongoing training is required to remain in compliance with licensing requirements, the Employer will pay all costs associated with this training in accordance with Employer policy.

12.10 Lateral Transfers

- a) The Parties agree that employees who accept a lateral transfer will not be required to complete courses required for the position to which the employee is transferring, provided the employee is transferring to an identical position, in the same group, at the new location.
- b) An employee who is successful to a posting for any position must occupy that specific position for no less than ninety (90) days before being eligible to post into another position. Moving from a temporary to a permanent position and/or from a part-time to a full-time position would not be considered a lateral transfer under this Article and the ninety (90) days requirement would not be applicable.

ARTICLE 13 – LAYOFF and RECALL

- 13.1** Should the Employer decide to reduce the number of office staff the employee with the least amount of seniority in a position shall 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 the employee has the qualifications to perform the job functions satisfactorily and has greater seniority than the employee to be displaced. Employees can bump into a position where they can perform the job with up to seventy (70) hours of familiarization and/or training.

Employees will notify the Employer of the position they intend to bump within two (2) weeks of receiving their layoff notice.

- 13.2** Notice of layoff or salary in lieu of notice shall be given to any affected regular employee in accordance with the following:
- a) Employees, other than probationary employees, with less than two (2) years service – two (2) weeks.
 - b) Employees with two (2) years or more completed service – two (2) weeks plus one (1) additional week per additional year of completed service to a maximum of twenty (20) weeks.

Such payment in lieu of notice does not relieve the Employer from any other obligations or payments to which the employee is entitled under this Agreement.

- 13.3** A regular employee with six (6) months or more service that is laid-off due to lack of work or redundancy shall be placed on a recall list for a period of twelve (12) months.

Upon expiration of the recall period, the employee shall receive severance pay as provided in Article 17.5.

13.4 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. 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 the employee is qualified.

An employee on the recall list who is offered a vacant position, for which the employee is qualified and refuses such position, will be deemed to have resigned from employment and in doing so will forfeit all seniority rights under this agreement and the Employer shall have no further obligations to that employee in the future. An employee must respond to a recall notice within no more than five (5) calendar days.

- 13.5** It is the obligation of the employee to ensure that the Employer has the employee's current contact information for the purposes of being contacted during the recall period. The Employer will not be held responsible for informing the employee of recall opportunities if the information provided by the employee is not kept current.

ARTICLE 14 – SENIORITY

- 14.1** Seniority shall mean length of continuous service, with the Employer and its predecessors.
- 14.2** 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.
- 14.3** 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, shall be credited with seniority held at the date of leaving the bargaining unit.
- 14.4** No seniority shall accrue for short terms of temporary work except where a temporary or casual employee becomes a regular employee without a break in service. In such cases seniority shall start from the last date the employee started as a temporary or casual employee assuming the employee has satisfied the probation period. Employees on the recall list who return to work on a temporary basis during their recall period shall have their recall rights extended by one (1) day for each day or part thereof worked.
- 14.5** An employee laid-off and placed on the recall list under Article 13, Section 3, will retain and continue to accumulate seniority during the period of lay-off.
- 14.6** An employee on approved leave of absence for the following reasons will continue to accrue seniority:
- | | |
|-----------------------------------|------------------------|
| Union Business | — Article 9, Section 1 |
| Special Leave Pay | — Article 9, Section 5 |
| Pregnancy/Parental/Adoption Leave | — Article 9, Section 4 |

- 14.7** Regular employees shall accrue seniority on the basis of one (1) day for each day of accrued service, including statutory holidays and vacations.
- 14.8** Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.
- 14.9** A full-time regular employee, bumping into a part-time position as a result of a lay-off as outlined in Article 13 or technological change as outlined in Article 17, shall retain their right of recall as outlined in Article 13, Section 4.

14.10 Seniority Lists

The Employer shall post seniority lists quarterly through the use of the Employer computer system or on bulletin boards designated for such a purpose should employees not have access to the system to receive such postings.

ARTICLE 15 — GENERAL PROVISIONS

15.1 Bulletin Board

Space shall be made available to the Union for the purpose of posting notices relating to meetings, dues, entertainment, health and safety and general Union information and activities.

15.2 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, walk-out, suspension of work, or slow down on the part of any employee or group of employees during the life of this Agreement.

15.3 Disciplinary Action

Should it become necessary for management to discuss with an employee a matter which could result in disciplinary action being taken, such discussion will be conducted in private. At the discretion of the employee, a bargaining unit Union Job Steward, or an alternate as appointed 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.

To ensure the employee is given a reasonable opportunity to determine if the employee wishes a Union Job Steward at the meeting referred to above, notice of such a meeting will be provided at least 24 hours in advance of the meeting.

The written or verbal advance notice of the meeting will be provided to the employee and to the Union Job Steward at the same time.

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

15.4 Picket Lines

It shall not be a violation of this Agreement or cause for discipline or discharge of any employee, in the performance of their 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 line.

15.5 Employees shall be entitled to free services in accordance with Credit Union policy.

15.6 Doctor or Dentist Appointments

Where a regular employee is required to attend a Doctor or Dentist appointment, during working hours, attendance at such appointments shall be without loss of pay.

Employees shall make all reasonable efforts to schedule such appointments fifteen (15) days in advance of their effective date. In addition, employees shall make all reasonable efforts to schedule such appointments outside of working hours. Where attendance is required outside the immediate area, the employee shall provide a Doctor or Dentist's letter of referral.

15.7 Transfers

In the event it becomes necessary to temporarily transfer an employee of the Credit Union outside the Municipality, the employee shall be compensated for mileage at the rate published in the Corporate Travel Expense Policy.

15.8 Car Mileage Allowance

Where an employee is requested by the Credit Union to use their car on Credit Union business, that employee shall be compensated for mileage at the rate set out by the Canada Revenue Agency under the Automobile allowance rates.

Where an employee is requested by the Credit Union to work at a location which is not the employee's home location and requires ferry travel, the Employer will reimburse the employee for any travel costs associated with the ferry trip.

15.9 Employees shall not be asked to make any written or verbal contracts which may conflict with this Agreement.

15.10 The Employer shall supply the employees 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. Upon giving reasonable notice, employees shall be entitled to review their own personnel files under supervision.

Provided the employee has been discipline free for the periods set out below, discipline will be removed from the employee's file as follows: written warnings – 24 months, letters of suspension – 36 months.

15.11 Each regular employee shall be entitled to purchase foreign currency up to a maximum of five thousand Canadian (C\$5,000) per year. The rate payable would be that day's buy-rate or as otherwise approved.

15.12 Sub-Contracting Clause

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 or when Managers, Supervisors, or other persons outside the bargaining unit are training employees in the bargaining unit. Normal work customarily performed by management shall be excluded.

The Employer also further agrees to explore all avenues with regards to having work performed by the bargaining unit and not contracted and/or sub-contracted.

ARTICLE 16 — DISCHARGE, TERMINATION and SUSPENSION

16.1 It is hereby agreed that the Employer has the right to discharge, suspend, or otherwise discipline an employee for just and reasonable cause.

The Union may refer suspension grievances in excess of five (5) days and discharge grievances directly to Step 3(b) of the Grievance procedure.

16.2 If a regular employee is terminated except as provided in Section 1 above, said employee shall receive two (2) weeks written notice immediately prior to the date of termination, or the equivalent in wages. If notice is given immediately prior to the vacation period of any employee, such employee shall receive two (2) weeks wages, at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits including severance pay as provided in Article 17.5.

16.3 If, upon investigation by the Union and the Employer, or by decision of an arbitration pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged or suspended, the affected employee shall be, subject to the award of such arbitration or pursuant to the mutual findings of the Union and the Employer, reinstated to the employee's former position without any loss of seniority or rank.

Compensation for lost salary shall be as mutually agreed between the Employer and the Union or as decided by arbitration.

16.4 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 17 — TECHNOLOGICAL CHANGE and SEVERANCE PAY

17.1 The Employer will provide the Union with not less than three (3) months notice of intention to introduce automation, equipment or changes in administrative procedures which might result in the reduction of personnel and/or changes in job duties sufficient to change job groupings.

17.2 Wherever practical, an employee becoming redundant due to new equipment or procedures shall be eligible for retraining to qualify for the operation of such new

equipment or procedure, or to qualify for new positions. Such retraining shall be provided by the Employer without cost and without loss of pay to the affected employee.

17.3 In cases where the retraining of an employee is not practical, the employee shall elect:

- a) to exercise their bumping rights in accordance with Article 13.1;
- b) to be placed on the recall list in accordance with Article 13.3;
- c) to terminate employment.

17.4 Severance pay as provided for in Section 5, shall be due and payable immediately upon termination to an employee who elects for termination of employment pursuant to Section 3.

17.5 Severance Pay

Severance pay shall be paid to employees on the basis of two (2) weeks severance pay at the employee's regular salary for every completed year of service to a maximum of thirty-two (32) weeks.

An employee who chooses to be laid-off and placed on the recall list may elect:

- i) to terminate during recall period and be paid the employee's severance entitlement upon termination.
- ii) to remain on the recall list and be paid severance pay entitlement upon the expiration of the recall period, should they not be recalled.

ARTICLE 18 – GRIEVANCE PROCEDURE

18.1 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 the Collective Agreement or between the Employer and the Union.

18.2 Grievances 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 with 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 an Office Steward or Representative of the Union. The Employer shall give a decision within ten (10) working days of such meeting.

STEP 2:

If the grievance is not resolved at Step 1, the matter shall be reduced, to writing, by the Grievor and/or the Union and submitted to the management persons designated by the Employer within ten (10) working days following the decision rendered at Step 1.

STEP 3(a):

The Representative of the Union and a Representative of the Employer along with the grievor shall meet within ten (10) days of receipt of the grievance as submitted under Step 2. Failing settlement within ten (10) working days of receipt of notice, either Party may refer the grievance to Alternate Dispute Resolution, Expedited Mediation/Arbitration, and/or Arbitration as set forth in Articles 19, 20, and 21.

STEP 3(b):

In the event a grievance is initiated by the Employer or the Union, the initiating Party shall notify the other Party, in writing, of the nature of the grievance 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, either Party may refer the grievance to Alternate Dispute Resolution, Expedited Mediation/Arbitration, and/or Arbitration as set forth in Articles 19, 20, and 21.

STEP 4:

In the event the matter remains outstanding after full utilization of either Step 3(a) or 3(b) the Party wishing to proceed to Arbitration, must within ten (10) days, notify the other Party that they are proceeding to Arbitration. This shall be done, in writing.

- 18.3** Except as provided for in Article 18.4 following, a grievance not advanced to the next step in the grievance procedure within the time limits specified shall be considered settled on the basis of the last position taken by the party responding within the required time limits as set out in this Article.
- 18.4** The time limits set forth in this Article may be extended by mutual agreement between the Union and the Employer.

ARTICLE 19 — ALTERNATE DISPUTE RESOLUTION

- 19.1** At the conclusion of the discussions pursuant to the grievance procedure set out above, should a grievance remain unresolved, either party may refer the unresolved grievance to Alternate Dispute Resolution as set out below.
 - 1. The purpose of Alternate Dispute Resolution is in keeping with the wish of the parties to resolve grievances as quickly as possible following the formal grievance procedure but prior to arbitration pursuant to Article 21 – Arbitration.
 - 2. Should either party seek a third party “non-binding option”, the parties agree to exchange a brief written statement including the following:

- a) a summary of the grievance
 - b) the alleged violation of the collective agreement, and
 - c) the remedy sought
3. Such written statement will be referred to Mediator Brian Foley for mediation and a non-binding recommendation to settle the grievance. In the event that mediator Foley is no longer available to the Parties, mediators Dave McPhillips and Jim Dorsey will be utilized in this process pursuant to Article 19.
 4. The parties may provide to the Mediator above, an Agreed Statement of Facts.
 5. The Mediator's recommendations will be issued within two (2) weeks of the Mediation.
 6. The Mediator's recommendations will be privileged and will not be referred to at any time for any purpose.
 7. The Mediator's recommendations will be without prejudice and will have non-precedential value in any other proceeding.
 8. The parties acknowledge that the credibility of this process depends upon both recognizing that this is a problem solving and dispute resolution process rather than an adjudicative process.
 9. The cost of the Mediator's intervention will be shared equally by the parties.
 10. The continued credibility of the process depends upon both parties recognizing the scope of this Alternate Dispute Resolution process.

ARTICLE 20 – EXPEDITED MEDIATION/ARBITRATION

20.1 Grievances not resolved at Step 3 of the grievance procedure:

May be referred by either party to this expedited procedure.

Appropriate cases for such arbitration would be grievances where there is no significant dispute on the facts.

Such expedited arbitration will include:

1. disclosure of particulars and reliance documents by both parties before the hearing;
2. opening statements including statements of facts asserted by each party;
3. exchange of briefs of reliance documents;
4. exchange of relevant authorities;
5. mediation by a mediator selected from the list of arbitrators set out in Article 21;
6. if mediation is not successful, arbitration by the arbitrator selected to mediate the grievance;
7. where the parties and arbitrator selected agree, arbitration will proceed without further evidence and argument;

8. where the parties do not agree, arbitrator selected will have jurisdiction to determine procedure including directions limiting the amount of evidence and argument (if any) that may be brought by the parties;
9. issuance of a short award by the arbitrator;
10. the award shall be binding on the parties, but unless the parties agree otherwise, the award shall not be precedential and shall not be used in any other proceeding.

ARTICLE 21— ARBITRATION

21.1 If a difference arises between the parties relating to the dismissal or discipline of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including a question as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting the grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference to arbitration and the parties must agree on a single arbitrator from the list below. The arbitrator must hear and determine the issue and render a decision, which is final and binding on the parties and any person affected by it. List of Arbitrators:

J. Dorsey; W. Moore; D. McPhillips

Failing agreement on one of the arbitrators named above, either party may apply to the Collective Agreement Arbitration Bureau (CAAB) to appoint an arbitrator from the list above.

- 21.2** The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.
- 21.3** Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) the remuneration and expenses of the Arbitrator.

ARTICLE 22 – DURATION

22.1 This Agreement shall be in full force and effect from and including July 1, 2016 to and including June 30, 2019 a 3 year term, 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 1st, 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.

22.2 The parties agree to the exclusion of Section 50(2) and (3) of the British Columbia Labour Relations Code.

Signed at Nanaimo , BC	this 2 day of February , 2017
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SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

Party of the First Part;

Party of the Second Part;

<i>“original copy signed”</i>	<i>“original copy signed”</i>
Bruno Dragani – Chief People & Administration Officer	Sarah Melsness Union Representative

APPENDIX "A-1"

Job Titles and Classifications

- Group 1 # Member Service Representative
Member Service Representative, Lending
Member Service Representative, Reception
Operations Service Representative
Operations Service Representative, Mail Clerk
Operations Service Representative, Overdraft Clerk
Operations Service Representative, Renewal Clerk
Administrative Assistant (CCFMI)
- Group 2 # Central Teller / Service Representative
Member Service Representative
Member Service Representative, Lending – Business Centre
Operations Service Representative, Lending
Operations Service Representative, Investment Clerk
Operations Service Representative
Loans Administration Clerk
Operations Service Representative, Clearing Clerk
Operations Service Representative, Registered Plans Assistant
Operations Service Representative, Settlement Clerk
Operations Service Representative, Reconciliation Clerk
Operations Service Representative, Record and Retention Clerk
Assistant Client Relations (CCFMI)
- Group 3 # Account Representative
Member Service Representative, Lending – Business Centre
Credit Underwriter, Broker Centre
Senior Member Service Representative
Senior Operations Service Representative
Senior Assistant, Client Relations (CCFMI)
Associate Financial Consultant (CCFMI)
- Group 4 # Operations Service Representative, Banking System Support Coordinator
Credit Recovery Assistant
Operations Service Representative, Estate Coordinator

Group 5 # Account Representative
Credit Underwriter
Financial Consultant

APPENDIX "A-2"

Job Classification and Wage Scale

Calculation of hourly rate regular full-time	— Monthly x 12 ÷ 1820 hours
Calculation of hourly rate regular part-time	— See Agreement
Calculation of bi-weekly rate	— Monthly x 12 ÷ 26 pay periods

Part-Time Employees

Part-time employees shall move through the salary scales from the start rate by accumulation of days as per Article 14, Section 7, ie: one hundred (100) working days equals (6) months.

Part-Time Employees' Premium

1. *Sixty (60) hours or more per month* – four point eight percent (4.8%) for the first sixty (60) working days plus benefits under Article 10 thereafter.
2. *Less than sixty (60) hours per month* - four point eight percent (4.8%) for the first sixty (60) working days, increasing to ten percent (10%) thereafter.

Current part-time employees shall be allowed the option to go on benefits or retain ten percent (10%) premium. (Current means hired before August 18, 1993).

Shift Premium

Any shift work ending after 6:00 p.m. up to and including 8:30 pm, will be paid a premium of five percent (5%) above the employee's regular rate for all hours worked beyond 6:00 pm.

*GROUP 1 — See Letter of Understanding No. 2

COASTAL COMMUNITY CREDIT UNION

APPENDIX "A-2"

Job Classification & Wage Scale – Full-Time Employees

Effective Date – July 1, 2016

2.00%	Start	12 Months	24 Months	36 Months
GROUP 1:				
<i>Monthly</i>	2885.03	3272.02	3410.54	
<i>Hourly</i>	19.02	21.57	22.49	
<i>Bi-Weekly</i>	1331.55	1510.16	1574.10	
GROUP 2:				
<i>Monthly</i>	3094.88	3480.34	3751.29	
<i>Hourly</i>	20.41	22.95	24.73	
<i>Bi-Weekly</i>	1428.41	1606.31	1731.37	
GROUP 3:				
<i>Monthly</i>	3248.13	3622.70	3828.37	3977.64
<i>Hourly</i>	21.42	23.89	25.24	26.23
<i>Bi-Weekly</i>	1499.14	1672.02	1766.94	1835.84
GROUP 4:				
<i>Monthly</i>	3390.49	3788.84	3989.21	4166.63
<i>Hourly</i>	22.35	24.98	26.30	27.47
<i>Bi-Weekly</i>	1564.84	1748.70	1841.17	1923.06
GROUP 5:				
<i>Monthly</i>	3983.55	4418.96	4629.88	4911.67
<i>Hourly</i>	26.27	29.14	30.53	32.38
<i>Bi-Weekly</i>	1838.56	2039.52	2136.87	2266.92

COASTAL COMMUNITY CREDIT UNION

APPENDIX "A-2"

Job Classification & Wage Scale – Full-Time Employees

Effective Date – July 1, 2017

1.75%	Start	12 Months	24 Months	36 Months
GROUP 1:				
<i>Monthly</i>	2935.52	3329.28	3470.23	
<i>Hourly</i>	19.36	21.95	22.88	
<i>Bi-Weekly</i>	1354.85	1536.59	1601.64	
GROUP 2:				
<i>Monthly</i>	3149.04	3541.25	3816.94	
<i>Hourly</i>	20.76	23.35	25.17	
<i>Bi-Weekly</i>	1453.41	1634.43	1761.67	
GROUP 3:				
<i>Monthly</i>	3304.97	3686.10	3895.36	4047.25
<i>Hourly</i>	21.79	24.30	25.68	26.69
<i>Bi-Weekly</i>	1525.37	1701.28	1797.86	1867.96
GROUP 4:				
<i>Monthly</i>	3449.82	3855.15	4059.02	4239.54
<i>Hourly</i>	22.75	25.42	26.76	27.95
<i>Bi-Weekly</i>	1592.23	1779.30	1873.39	1956.71
GROUP 5:				
<i>Monthly</i>	4053.26	4496.29	4710.90	4997.62
<i>Hourly</i>	26.72	29.65	31.06	32.95
<i>Bi-Weekly</i>	1870.74	2075.21	2174.26	2306.59

COASTAL COMMUNITY CREDIT UNION

APPENDIX "A-2"

Job Classification & Wage Scale – Full-Time Employees

Effective Date – July 1, 2018

1.50%	Start	12 Months	24 Months	36 Months
GROUP 1:				
<i>Monthly</i>	2979.55	3379.22	3522.28	
<i>Hourly</i>	19.65	22.28	23.22	
<i>Bi-Weekly</i>	1375.18	1559.64	1625.67	
GROUP 2:				
<i>Monthly</i>	3196.28	3594.37	3874.20	
<i>Hourly</i>	21.07	23.70	25.54	
<i>Bi-Weekly</i>	1475.21	1658.94	1788.09	
GROUP 3:				
<i>Monthly</i>	3354.55	3741.39	3953.79	4107.96
<i>Hourly</i>	22.12	24.67	26.07	27.09
<i>Bi-Weekly</i>	1548.25	1726.80	1824.83	1895.98
GROUP 4:				
<i>Monthly</i>	3501.57	3912.97	4119.91	4303.14
<i>Hourly</i>	23.09	25.80	27.16	28.37
<i>Bi-Weekly</i>	1616.11	1805.99	1901.50	1986.06
GROUP 5:				
<i>Monthly</i>	4114.06	4563.73	4781.57	5072.59
<i>Hourly</i>	27.13	30.09	31.53	33.45
<i>Bi-Weekly</i>	1898.80	2106.34	2206.88	2341.19

COASTAL COMMUNITY CREDIT UNION

APPENDIX “A-2”

Job Classification & Wage Scale – Part-Time Employees with Benefits

Effective Date – July 1, 2016

2.00%	Start	200 Days	400 Days	600 Days
GROUP 1:				
<i>Hourly</i>	19.93	22.60	23.56	
GROUP 2:				
<i>Hourly</i>	21.38	24.04	25.92	
GROUP 3:				
<i>Hourly</i>	22.44	25.06	26.46	27.48
GROUP 4:				
<i>Hourly</i>	23.42	26.18	27.55	28.79
GROUP 5:				
<i>Hourly</i>	27.52	30.53	31.99	33.94

COASTAL COMMUNITY CREDIT UNION

APPENDIX “A-2”

Job Classification & Wage Scale – Part-Time Employees with Benefits

Effective Date – July 1, 2017

1.75%	Start	200 Days	400 Days	600 Days
GROUP 1:				
<i>Hourly</i>	20.28	23.00	23.97	
GROUP 2:				
<i>Hourly</i>	21.75	24.46	26.37	
GROUP 3:				
<i>Hourly</i>	22.83	25.50	26.92	27.96
GROUP 4:				
<i>Hourly</i>	23.83	26.64	28.03	29.30
GROUP 5:				
<i>Hourly</i>	28.00	31.06	32.55	34.53

COASTAL COMMUNITY CREDIT UNION

APPENDIX “A-2”

Job Classification & Wage Scale – Part-Time Employees with Benefits

Effective Date – July 1, 2018

1.50%	Start	200 Days	400 Days	600 Days
GROUP 1:				
<i>Hourly</i>	20.58	23.34	24.33	
GROUP 2:				
<i>Hourly</i>	22.08	24.83	26.77	
GROUP 3:				
<i>Hourly</i>	23.18	25.88	27.33	28.38
GROUP 4:				
<i>Hourly</i>	24.19	27.04	28.45	29.74
GROUP 5:				
<i>Hourly</i>	28.42	31.53	33.04	35.05

COASTAL COMMUNITY CREDIT UNION

APPENDIX "A-2"

Job Classification & Wage Scale – Part-Time Employees without Benefits

Effective Date – July 1, 2016

2.00%	Start	200 Days	400 Days	600 Days
GROUP 1:				
6%	19.93	22.60	23.56	
10%		23.74	24.74	
GROUP 2:				
6%	21.38	24.04	25.92	
10%		25.23	27.20	
GROUP 3:				
6%	22.44	25.06	26.46	27.48
10%		26.28	27.77	28.86
GROUP 4:				
6%	23.42	26.18	27.55	28.79
10%		27.48	28.94	30.21
GROUP 5:				
6%	27.52	30.53	31.99	33.94
10%		32.06	33.58	35.62

COASTAL COMMUNITY CREDIT UNION

APPENDIX “A-2”

Job Classification & Wage Scale – Part-Time Employees without Benefits

Effective Date – July 1, 2017

1.75%	Start	200 Days	400 Days	600 Days
GROUP 1:				
6%	20.28	23.00	23.97	
10%		24.15	25.17	
GROUP 2:				
6%	21.75	24.46	26.37	
10%		25.68	27.68	
GROUP 3:				
6%	22.83	25.50	26.92	27.96
10%		26.74	28.26	29.36
GROUP 4:				
6%	23.83	26.64	28.03	29.30
10%		27.96	29.44	30.74
GROUP 5:				
6%	28.00	31.06	32.55	34.53
10%		32.62	34.17	36.24

COASTAL COMMUNITY CREDIT UNION

APPENDIX “A-2”

Job Classification & Wage Scale – Part-Time Employees without Benefits

Effective Date – July 1, 2018

1.50%	Start	200 Days	400 Days	600 Days
GROUP 1:				
6%	20.58	23.34	24.33	
10%		24.51	25.55	
GROUP 2:				
6%	22.08	24.83	26.77	
10%		26.06	28.09	
GROUP 3:				
6%	23.18	25.88	27.33	28.38
10%		27.14	28.68	29.80
GROUP 4:				
6%	24.19	27.04	28.45	29.74
10%		28.38	29.89	31.20
GROUP 5:				
6%	28.42	31.53	33.04	35.05
10%		33.11	34.68	36.79

APPENDIX "B-1"
Benefit Plan Outline

Particulars of the Benefit Plan will remain unchanged during the term of the collective agreement (Subject to Article 10 of the Collective Agreement)

<p><u>Basic Life</u></p> <ul style="list-style-type: none"> • 3 times annual earnings • Reduces 50% at age 65
<p><u>Optional life Employee/Spouse</u></p> <ul style="list-style-type: none"> • Multiples of \$10,000 up to \$500,000
<p><u>Dependent life</u></p> <ul style="list-style-type: none"> • \$5,000 spouse & \$2,500 Child
<p><u>Basic AD&D</u></p> <ul style="list-style-type: none"> • 3 times annual earnings • Maximum of \$750,000
<p><u>Short Term Disability</u></p> <ul style="list-style-type: none"> • 85% of regular earnings • No top up needed, already at 85% <i>for entire benefit period</i>
<p><u>Long Term Disability</u></p> <ul style="list-style-type: none"> • 66 2/3 of first \$6,000 of earnings per month and 50% of the balance (Taxable benefit-Employer paid)
<p><u>Employee & Family Assistance</u></p> <ul style="list-style-type: none"> • Included
<p><u>Extended Health Care</u></p> <ul style="list-style-type: none"> • \$25 per family annual deductible • 100% reimbursement for all eligible expenses, \$1,000,000 lifetime maximum • Drug Card 100% coverage • Massage Therapy and Physiotherapy – No maximum (the employee must provide a note from their doctor after twelve sessions) • Naturopath – \$200.00 • Chiropractic Therapy – \$400 cap • Diabetic Supplies, Oral Contraceptives • Smoking Cessation \$500/lifetime • Semi or Private Hospital room • Emergency Ambulance Service • Paramedical Services • Nursing \$7,500/calendar yr • Wigs \$500/lifetime per person • Hearing Aids \$750/5 years adult and children • Emergency Travel Assistance • Orthopedic Shoes/Orthotics \$300/year • Respiratory Apparatus • Elastic Support Stockings 4/year • Surgical Bras 4/year • Referral Treatment 80%/\$50K/life • 24 month survivor benefit
<p><u>Vision Care</u></p> <ul style="list-style-type: none"> • Eye exams \$100/24 months rolling (carrier paid)

- Glasses, contact lenses, and laser eye surgery \$500/24 months rolling (adult and child) (carrier paid) Internal payment eliminated
- (\$600 total benefits available / 24 months rolling)
- 24 month survivor benefit

Dental Care

- No Annual Deductible
- 80% Basic & Preventative
- 75% Major Restorative
- 50% Orthodontics – immediate qualification
- Orthodontics \$2,500/lifetime max
- 24 month survivor benefit

Eligibility

- Eligibility will be sixty (60) hours per month

LETTER of UNDERSTANDING #1

BETWEEN: Coastal Community Credit Union

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

RE: Administration of Article 6 Section 6

The Parties mentioned above, hereby agree to administer Article 6, Section 6 – Time off in lieu of Overtime and Article 7, Section 1(b) – Time off in lieu of a Statutory Holiday of the Collective Agreement as follows:

1. Employees may request periods of time off up to thirty (30) days prior to the date such periods are required.
 2. Such requests will be approved by the Employer on the following basis:
Seniority will govern when more than the allowable number of employees request the same period of time off work, giving due consideration to the requirements of efficient operation of the Credit Union.
1. Employees will be advised whether their requested period of time off is approved or declined within one (1) day of making such request.
 2. Once approval has been given, no other employee may exercise their seniority to displace that employee from the approved time period.

This Letter of Understanding shall remain in full force and effect from contract to contract unless mutually agreed to amend or delete.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

Party of the First Part;

Party of the Second Part;

<i>“original copy signed”</i>	<i>“original copy signed”</i>
Bruno Dragani – Chief People & Administration Officer	Sarah Melsness Union Representative

E&OE

LETTER of UNDERSTANDING #2

BETWEEN: Coastal Community Credit Union

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

RE: MSR – Group 1 to Group 2

It is agreed by both Parties that effective July 1st, 1988, a Member Service Representative classification in Group II of Appendix “A-1” will be introduced. A Member Service Representative shall move from Group I to Group II after becoming qualified to perform the duties outlined in the Member Service Representative II Job Description.

This move is expected to transpire after completion of the twelve (12) month step and prior to reaching the eighteen (18) month step (approximately fifteen (15) months). The movement from Group I to Group II shall be in accordance with Article 11, Section 4, which ensures an increase of at least sixty dollars (\$60.00) per month. Regular part-time employees shall be entitled to move from Group I to Group II on the same basis as full-time employees in accordance with the time accumulated under Article 14, Section 7.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

Party of the First Part;

Party of the Second Part;

<i>“original copy signed”</i>	<i>“original copy signed”</i>
Bruno Dragani – Chief People & Administration Officer	Sarah Melsness Union Representative

E&OE

LETTER of UNDERSTANDING #3

BETWEEN: Coastal Community Credit Union

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

RE: Extended Hours of Operation

1. Possible Extended Hours of Operation at Central Operations

The Employer and the Union agree to the importance of remaining relevant in an ever changing financial environment. Therefore the hours of operation set out in Article 6 may need to be adjusted in particular areas of Central Operations. The extended hours of operation will include hours between 7:30 am to 8:30 pm.

In the event the Employer decides to extend operational hours at Central Operations the Employer will meet with the Union to review the Business Plan. The Business Plan will state the particulars respecting the changes to be made and the effect on employees at the location. No employee will be required to work extended hours past 6:00 pm unless that employee posts into an extended shift past 6:00 pm, with specific hours to be clearly outlined in the job posting. Job selections will be made pursuant to the collective agreement. Existing employees at Central Operations as of July 7, 2016 will not be required to start shifts any earlier than 8:00 am but can work a 7:30 am shift by mutual agreement between the employee and the Employer.

In the event that no qualified employees apply to the posting, the position will be posted externally. **It may be necessary to temporarily fill the role by the assignment of the junior employee at the location to the shift on an interim basis until such time as the shift can be filled on a regular basis.**

“original copy signed”

2. Central Operations

The shift premium outlined in Appendix-2 of the Collective Agreement will apply if extended operational hours are implemented in any area of Central Operations.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

Party of the First Part;

Party of the Second Part;

<i>“original copy signed”</i>	<i>“original copy signed”</i>
Bruno Dragani – Chief People & Administration Officer	Sarah Melsness Union Representative

E&OE

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union, Local 378) and Coastal Community Credit Union

Term: July 1, 2016 – June 30, 2019

LETTER of UNDERSTANDING #4

Deleted as per 2016-2019 bargaining.

LETTER of UNDERSTANDING #5

BETWEEN: Coastal Community Credit Union

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

RE: Harassment in the Workplace

The Union and the Employer recognize the right of an employee to work in a harassment free environment. The Employer shall take such actions as are necessary respecting an employee engaging in harassment in the workplace in accordance with the policy “Harassment Policy” set out by the Employer.

An employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint, in writing, to the Employer, within thirty (30) days of the alleged occurrence.

If the complaint is not resolved within thirty (30) days following the date the complaint was filed, the complainant may file a grievance at Step 1 of the grievance procedure and will have the right to union representation at this stage in the process.

Should a complainant elect to file a grievance pursuant to the Collective Agreement, the complainant will, by doing so forfeit any and all rights to pursue the complaint through any other forum including an application under the Human Rights Code.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

Party of the First Part;

Party of the Second Part;

<i>“original copy signed”</i>	<i>“original copy signed”</i>
Bruno Dragani – Chief People & Administration Officer	Sarah Melsness Union Representative

E&OE

LETTER of UNDERSTANDING #6

BETWEEN: Coastal Community Credit Union

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

RE: Benefits During the Term of this Collective Agreement

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

The Parties recognize the importance of regular monitoring of the rise in benefit costs and the impact benefit costs have on the organization. As such the Parties agree that regular and ongoing dialogue is essential in understanding the impact the rise in benefit costs has on the organization.

The Parties agree to discuss this issue at the regular meeting of the Standing Committee pursuant to Article 3.3.

This Letter of Understanding will expire on June 30, 2019 and will not continue unless the Parties agree.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

Party of the First Part;

Party of the Second Part;

<i>“original copy signed”</i>	<i>“original copy signed”</i>
Bruno Dragani – Chief People & Administration Officer	Sarah Melsness Union Representative

E&OE

LETTER of UNDERSTANDING #7

Deleted as per 2016-2019 bargaining.

LETTER of UNDERSTANDING #8

BETWEEN: Coastal Community Credit Union

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

RE: Letters of Expectation

The Parties agree that “Letters of Expectation” issued to employees are intended for the purpose of providing coaching, guidance, and counseling to employees in an effort to improve and clarify overall performance expectations of the employee on the job.

In an effort to achieve a desirable outcome for the employee, support for the employee may be provided through training and/or other resources the Employer may see as appropriate such as, but not limited to, job shadowing and one-on-one training.

The Employer will manage this process with the employee and will take into account input from the employee in keeping with the expectations set by the Employer. Employee feedback is welcome.

The Employer will closely review the employee performance to ensure ongoing improvement on a regular basis and will communicate such progress to the employee.

Letters of Expectation are not considered to be disciplinary in nature and will not be used as a foundation for any progressive discipline.

SIGNED ON BEHALF OF THE EMPLOYER
Party of the First Part;

SIGNED ON BEHALF OF THE UNION
Party of the Second Part;

<i>“original copy signed”</i>	<i>“original copy signed”</i>
Bruno Dragani – Chief People & Administration Officer	Sarah Melsness Union Representative

E&OE

LETTER of UNDERSTANDING #9

BETWEEN: Coastal Community Credit Union

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

RE: Job Descriptions

1. Sixty (60) days following ratification of the collective agreement, the Employer will provide to the Union, a copy of all established job descriptions currently active and in effect (See updated Appendix “A-1” Job Titles and Classifications).

2. In the event that the Union has any issue(s) suggesting that a new position has been established or that the duties of an existing position are significantly changed (see article 11.2/11.3), the issue(s) will be reviewed by the Standing Committee in an effort to resolve the matter. If the issue(s) is not resolved and the Standing Committee is of the view that the matter requires further review, a sub-committee, established by the Standing Committee, will be struck, and terms of reference, for the ongoing review, will be set by the Standing Committee.

3. The sub-committee, as instructed by the Standing Committee, will conduct a review of the issue(s) and report findings to the Standing Committee for consideration.

4. If the matter remains unresolved at this stage of the review the unresolved issue(s) will be referred to Article 19 – Alternative Dispute Resolution.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

Party of the First Part;

Party of the Second Part;

<i>“original copy signed”</i>	<i>“original copy signed”</i>
Bruno Dragani – Chief People & Administration Officer	Sarah Melsness Union Representative

E&OE

LETTER of UNDERSTANDING #10

BETWEEN: Coastal Community Credit Union

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

RE: Vacation Usage and Selection Transition Period

To allow employees to transition into the implementation of a new vacation usage process and selection process, whereby employees have been asked to use vacation as it accrues and whereby employees will be required to select vacation according to days worked, the Parties agree the Union and Employer will meet to discuss and reasonably resolve issues which may arise in terms of the specific timing of vacation time off work, vacation accruals, and the switch from date of hire to days worked for vacation selection. The Parties understand that during the term of the Collective Agreement there may be times where the Parties resolve vacation usage issues on a without prejudice basis.

This Letter of Understanding will expire on (end of the term of the Collective Agreement TBD) and will not continue unless the Parties agree.

SIGNED ON BEHALF OF THE EMPLOYER
Party of the First Part;

SIGNED ON BEHALF OF THE UNION
Party of the Second Part;

<i>“original copy signed”</i>	<i>“original copy signed”</i>
Bruno Dragani – Chief People & Administration Officer	Sarah Melsness – Union Representative

E&OE

LETTER of UNDERSTANDING #11

BETWEEN: Coastal Community Credit Union

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

RE: Regional Employees

It is not the intent of the Employer to have all branch employees become regional.

Regional employees may be required in any branch within their respective region based on the needs of the region/branch as determined by the Employer.

To ensure effective usage of regional employees, matters pertaining to the usage of regional employees are matters that may be properly raised for discussion and review at the Standing Committee pursuant to Article 3.3 as necessary.

SIGNED ON BEHALF OF THE EMPLOYER
Party of the First Part;

SIGNED ON BEHALF OF THE UNION
Party of the Second Part;

<i>“original copy signed”</i>	<i>“original copy signed”</i>
Bruno Dragani – Chief People & Administration Officer	Sarah Melsness Union Representative

E&OE

LETTER OF INTENT #1

BETWEEN: Coastal Community Credit Union

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

This is to confirm that it is the policy of Coastal Community Credit Union to not layoff full-time employees of the Credit Union and replace them with part-time employees.

It is also the intention of Coastal Community Credit Union to continue this policy unless economic conditions deteriorate to the point where such a policy becomes impossible.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

Party of the First Part;

Party of the Second Part;

<i>“original copy signed”</i>	<i>“original copy signed”</i>
Bruno Dragani – Chief People & Administration Officer	Sarah Melsness Union Representative

E&OE

LETTER OF INTENT #2

BETWEEN: Coastal Community Credit Union

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

This is to confirm that it is the policy of Coastal Community Credit Union that should a reduction in staff become necessary, then every effort will be made to achieve this reduction through normal attrition of staff.

It is also the intention of Coastal Community Credit Union to continue this policy unless economic conditions deteriorate to the point where such a policy becomes impossible.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

Party of the First Part;

Party of the Second Part;

<i>“original copy signed”</i>	<i>“original copy signed”</i>
Bruno Dragani – Chief People & Administration Officer	<i>Sarah Melsness Union Representative</i>

E&OE

LETTER OF INTENT #3

BETWEEN: Coastal Community Credit Union

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

Employee Appraisals

This is to confirm that appraisals will be done at least once per year on all employees and that a copy of the appraisal will be given to the employee. Employees will acknowledge receipt of the appraisal in writing and will have the opportunity to provide written feedback to be filed with the employee's appraisal. Appraisals will not be used as a disciplinary measure.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

Party of the First Part;

Party of the Second Part;

<i>"original copy signed"</i>	<i>"original copy signed"</i>
Bruno Dragani – Chief People & Administration Officer	Sarah Melsness Union Representative

E&OE

LETTER OF COMMITMENT #1

BETWEEN: Coastal Community Credit Union

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

Employees Performing Volunteer Work

The Union and the Employer agree that making a visible and meaningful difference in building healthier communities is in the general interest.

In keeping with this “Community Experience” the Union and the Employer encourage employees to actively participate in community programs and events that demonstrate the Credit Union’s care for the communities in which they live, work and conduct business.

The Parties recognize that there may be times when employees may be unable to participate in community programs and events. Under such circumstances this will not be used in any performance assessment evaluation or any promotional opportunity.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

Party of the First Part;

Party of the Second Part;

<i>“original copy signed”</i>	<i>“original copy signed”</i>
Bruno Dragani – Chief People & Administration Officer	Sarah Melsness Union Representative

E&OE

LETTER OF COMMITMENT #2

BETWEEN: Coastal Community Credit Union

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

Employee Exposure to Other Positions

The Parties agree generally with the concept of providing employees with the opportunity to gain exposure to other positions within the organization. As such the Parties agree to pursue this discussion at the upcoming meetings of the Standing Committee.

The Parties agree to discuss the creation of a framework for the purposes of employee participation in this process. This framework will include items such as cost/benefits, process for selection, logistics and any other such topics as may be seen as essential in dealing with the concept of providing such opportunities.

SIGNED ON BEHALF OF THE EMPLOYER

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Party of the First Part;

Party of the Second Part;

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Bruno Dragani – Chief People & Administration Officer	Sarah Melsness Union Representative

E&OE