

MEMORANDUM OF AGREEMENT

BETWEEN:

Westland Insurance Group

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

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

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from July 1, 2024 through June 30, 2027 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

- 1. The Parties agree that the Collective Agreement is renewed for a term of three (3) years from July 1, 2024 to June 30, 2027 with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from July 1, 2024 unless specifically stated otherwise.
- 5. All items not addressed herein will be considered withdrawn on a without prejudice basis.

6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at Burnaby, B.C. this 27 day of January, 2025

Matt Kelly

FOR THE EMPLOYER

[Signature]

FOR THE UNION

APPENDIX "A"

Attach all sign off as Appendix A



(Canadian Office and Professional Employees Union, Local 378)

Westland Insurance PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 01	HK	<i>New/Housekeeping. The Union proposes that the Parties agree to address any typographic, grammatical, or structural discrepancies in the production of the collective agreement.</i>	

HOUSEKEEPING

- Change "Manager" to "manager".
- Change "Directors" to "directors".
- Change "Supervisory Staff" to "supervisory staff".
- Change "Supervisors" to "supervisors".
- Change "the parties" to "the Parties".
- Change the provision format to Article X.X.
- Change "Job Steward" or "Steward" to "job steward".
- Replace "Chief Job Steward" with "Chief Job Steward or the Union Representative", where appropriate.
- Change "Collective Agreement" or "the Agreement" to "this Agreement".
- Change "Duncan Branch" to "Mill Bay Branch (i.e. Article 2.05)
- Remove "The Credit Union Incorporation Act of British Columbia" (i.e. Article 4.01)
- Change "Credit Union" to "Insurance Branch", where appropriate.
- Change "Members" referencing business client to "Clients"
- Change "Islands Savings" or "Islands Savings, a Division of First West Credit Union" to "Westland Insurance Group Ltd".
- Change "Companies Act of British Columbia" to "Company Act of British Columbia".
- Remove "Financial Institutions Act of British Columbia"
- Remove reference to MSP
- Incorporate the appropriate regulatory bodies, where appropriate.
- Italicize all laws.
- The Union proposes the entire collective agreement be updated to become gender neutral (i.e. he\she be changed to 'the employee' or 'they\them')

E&OE

Signed off this 24 day of July 2024

For the Union

For the Employer

- The Union proposes the Parties shall agree to address and amend any typographical, grammatical, and/or structural errors in the process of producing the collective agreement.



(Canadian Office and Professional Employees Union, Local 378)

Westland Insurance PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 02	Appendix A-1	<i>The Union proposes deleting the job classifications in the Banking division..</i>	

APPENDIX "A-1"

JOB CLASSIFICATIONS and JOB TITLES

~~—Island Savings, a division of First West~~

~~Group 1~~

~~Member Services Advisor 1~~

~~Group 2~~

~~Branch Advisor 2~~

~~Member Services Advisor 2~~

~~Group 3~~

~~Cash Services Coordinator~~

~~Group 4~~

~~Branch Operations Advisor 4 (without courses)~~

~~Business Services Advisor~~

~~Lending Services Advisor~~

~~Administrative Assistant, Financial Planning (Level 1)~~

~~Cash Services Advisor 4 (without courses) – previously referred to as Advisor Branch Treasury~~

~~Group 5~~

~~Financial Services Advisor~~

~~Branch Advisor 5 (with courses)~~

~~Branch Operations Advisor 5 (with courses)~~

~~Cash Services Advisor 5 (with courses) – Previously referred to as Advisor, Branch Treasury~~

~~Administrative Assistant, Financial Planning (Level 2)~~

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

JOB CLASSIFICATIONS and JOB TITLES

—Island Savings, a division of First West

Group 1

Insurance Advisor Trainee

Group 2

Insurance Advisor

Group 3

Senior Insurance Advisor

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


E&OE

Signed off this 24 day of July 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

Westland Insurance PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 03	Appendix A-2	<i>Remove reference to salary banking Rates</i>	

APPENDIX "A-2"


Union proposes to remove all contents referencing "Salary Banking Rates".

E&OE
Signed off this 24 day of July 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

Westland Insurance PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 04	Appendix A-2	<i>Amend.</i>	

APPENDIX "A-2"

Salary Rates ~~Banking~~ Insurance

Effective July 1, 2024 - 3.0%

Effective July 1, 2025 – 2.0%

Effective July 1, 2026 – 2.0%


Members in good standing shall be paid retroactive to the date of the collective agreement expiry.

E&OE
Signed off this 24 day of October 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

Westland Insurance PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 06	2	<i>Amend/New</i>	

ARTICLE 2 – UNION SECURITY and RECOGNITION

- 2.01** This Agreement shall apply solely to employees in the bargaining unit for which the union is certified under the *Labour Code of BC* and shall be binding on the Employer and the Union and their respective successors and assigns.
- 2.02** 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.
- 2.03** 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.
- 2.04** Upon written authorization from the employees, the Employer agrees to deduct Union initiation fees, dues and assessments from the wages of each employee and to transmit the monies so collected to the Union, on a bi-weekly basis. In addition, the Employer will provide to the Union, once monthly, a list of employees the following information from whom such deductions have been made:
- a) Name
 - b) Monthly Salary or Hourly rate
 - c) Job Classification
 - d) Employee Status
 - e) Date of Hire
 - f) New Hires
 - g) Work location
 - h) Terminations/Leaving the Union

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

E&OE
Signed off this _____ day of _____ 20____


For the Union

For the Employer


2.05 Each new employee shall be provided with a letter of engagement and a Job Steward from ~~the Duncan Branch~~ any of the unionized locations will be notified of the new employee's name. The Job Steward will provide the new employee with one (1) hour orientation on the Employer's premises within the normal working day at a mutually agreeable time. In the event that job stewards are not available, the Union's Representative will deliver the one (1) hour orientation. A Union Membership Application Card will be signed by the new employee and forwarded ~~by the Job Steward~~ to Human Resources. A copy of the Collective Agreement and a listing of Job Stewards will also be provided by the Job Steward/Union Representative. Both the Job Steward/Union Representative and Human Resources will sign-off the appropriate portion of a new employee "checklist" forwarded to the Job Steward/Union Representative by Human Resources and returned to Human Resources by the Job Steward/Union Representative upon completion.

E&OE
Signed off this 24 day of July 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

Westland Insurance PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 10	7.01	<i>Amend</i>	

ARTICLE 7 – STATUTORY HOLIDAYS

7.01

- a) The Employer agrees to provide all employees with the following statutory holidays, without loss of pay:

New Years Day	Family Day	Good Friday
Victoria Day	Canada Day	BC Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	<u>National Day for Truth and Reconciliation</u>

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

- b) The day off in lieu of a holiday which falls on an employee's normal day off must be taken within ninety (90) calendar days following the date the holiday occurred. Seniority will govern when more than the allowable number of employees request the same day off work, giving the consideration to the requirements of efficient operation of the Credit Union.
- c) ~~Floating Holiday (Day4U) Values Day: Effective January 1, 2017, all regular employees will be eligible for a paid day off in addition to the statutory holidays listed above~~ One Values Day is offered in addition to legislated statutory holidays and company paid holidays to provide flexibility for employees to acknowledge days important to them during the year. These days are not intended to be used to extend vacation time unless approved by the branch manager. The floating holiday Values Days must be taken, at a mutually agreed upon time approved by the employee's performance leader, during the calendar year which is recognized

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

as January 1 to December 31. Full-time employees will be paid their regular wages when taking the ~~floating holiday~~ Values Days. Wages for part-time employees will be based on an average of hours worked during the 30 days immediately preceding the time taken as the Values Day ~~floating holiday~~.

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

- i. The day must be taken within each calendar year (i.e. January 1 to December 31)
- ii. Should an employee not take the day within the given calendar year the day does not accrue to the following year (i.e. the day is lost if not used).
- ~~iii. Employee hired on or after October 1 will not be eligible for the paid day in that calendar year.~~


If employment terminates, and the employee has not taken the day, the value of this day will not be paid out

E&OE
Signed off this 24 day of July 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

Westland Insurance PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 11	8.01	<i>Amend</i>	

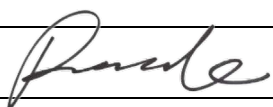
ARTICLE 8 – ANNUAL VACATION and SUPPLEMENTARY VACATION

8.01 ~~Effective January 1, 2004,~~ Vacation is recorded on a calendar year basis, January 1st to December 31st, and is accrued based on the employee’s date of commencement of employment. All regular full-time and regular part-time employees shall be entitled to vacation in accordance with the following schedule.


Vacation pay for part-time employees will be calculated on the same basis as for full-time employees with the same calendar years of service. For example, a part-time employee will be paid at the same rate of six percent (6%) of gross earnings in the first year of employment.

E&OE
Signed off this 24 day of July 2024

For the Union



For the Employer



Westland Insurance
PROPOSALS 2024
Employer Proposals (EP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
EP05	8.04	<i>Amendment – Banking Vacation</i>	

8.04

Effective ~~January 1, 2017~~, employees are permitted to bank ten (10) working days of vacation and take it in the following calendar year subject to the following:

- a) The banked vacation shall be taken at a time mutually agreed upon prior to March 31 of each calendar year.
- b) The Parties understand the carry-over may be more than ten (10) working days due to pregnancy/parental/adoption leave or a medical leave and that other special circumstances may warrant the banking of additional vacation. There must be special circumstances warranting the banking of additional vacation. In the event a member returns to work following March 31 from a leave of absence with banked vacation time, such banked vacation time shall be taken within twelve (12) months from the date of return.
- ~~c) Employees with carry-over beyond the ten (10) working days shall have until December 31, 2017 of that year to take the time and any remaining vacation days, subject to 8.04 (b) above, beyond the allowable carry forward period shall be paid to the employee on the first pay period of 2018 the following year. Employees may submit a written request to their Human Resources for an extension of this date to December 31, 2018, subject to approval by their performance leader and Human Resources, and such approval will not be unreasonably denied.~~
- ~~d) Employees who request payout of vacation as per 8.04 (c) above have the option to have the vacation pay go directly into an RRSP. Such request shall be made in writing, confirming the employee has sufficient contribution room, and they have an individual RRSP account held with the~~

E&OE
 Signed off this _____ day of _____ 20____

For the Union

For the Employer


Employer. This RRSP option is will be available on December 31, of each calender year. two times only, once before December 31, 2017 and a second time before December 31, 2018 in the event an extension has been granted as per 8.04 (c) above.

E&OE
Signed off this 7 day of January 20 25

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

Westland Insurance PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 12	9.01	<i>Amend/ New</i>	

9.01 Union Business

- a) Leave of absence without pay may be granted to employees for the purpose of attending Union business with the approval of the Employer or their authorized Representative. The Union will request such leave by giving the Employer at least two (2) weeks' notice. Such leaves shall not be unreasonably denied.

- b) Time spent by Job Stewards and Union Officers, who are engaged in legitimate Union activities during working hours will not be referenced in their performance appraisals.

E&OE
Signed off this 24 day of July 2024

For the Union

[Signature]

For the Employer

Matt Kelly



(Canadian Office and Professional Employees Union, Local 378)

Westland Insurance PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 13	9.05	<i>Amend</i>	


9.05 Parental Leave/Adoption Leave

Leave of absence without pay shall be granted in accordance with *the Employment Standards Act* (ESA). Such leave will not affect seniority. Entitlement under ~~ESA~~ the Employment Standards Act is up to ~~sixty-one (61)~~ sixty-two (62) consecutive weeks. All parental leave of absence requests pertaining to Article 9.05 shall be in writing at least four (4) weeks before the day the employee proposes to begin leave, and shall show the last day to be worked and the expected date of return-to-work. Benefits, Employer Group RRSP contributions, and vacation days to continue during Parental Leave/Adoption Leave.


E&OE

Signed off this 24 day of July 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

Westland Insurance PROPOSALS 2024 Union Proposals (UP Item)

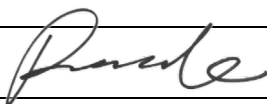
Union			
Number	Affected Article/MOU	Date:	Time:
UP 14	9.07	<i>Amend</i>	

9.07 Compassionate Care Leave


The Employer shall grant upon request, unpaid Compassionate Care Leave in accordance with the *Employment Standards Amendment Act*. An employee who requests leave under this section is entitled to up to twenty-seven (27) weeks of unpaid leave to provide care or support to a family members when a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks or as outlined in the ~~ESA~~ *Employment Standards Act*.

E&OE
Signed off this 24 day of July 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

Westland Insurance PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 16	9.10	<i>New – Donor Leave</i>	

9.10 Donor Leave

An employee who is scheduled to undergo surgery for the purposes of donating bone marrow or an organ shall be granted reasonable time off for the procedure and recovery. The employee may utilize available banked time. If there are no banked time available, the employer shall grant unpaid leave.


E&OE

Signed off this 24 day of July 2024

For the Union



For the Employer



Westland Insurance
PROPOSALS 2024
Employer Proposals (EP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
EP01	10.01	<i>Amendment – Removal of MSP reference</i>	

ARTICLE 10 BENEFITS PLANS and SICK LEAVE

10.01

a) All employees who qualify for benefits shall become entitled to the benefit package as outlined in attached Appendix B-1 on the first (1st) day of the month following date of hire or transfer into the bargaining unit. ~~(MSP will be available for the first of the month following the date of hire.)~~

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

~~c) Benefit package~~

~~The Employer’s intention is to continue the provision of current benefits for the term of the collective agreement.~~

~~d) The premium costs for the plans outlined in 10.01 (b) shall be fully paid by the Employer for all regular employees.~~

~~All employees, as per the conditions of the BC Central benefits plan, once on benefits may not opt out.~~

~~Employees will contribute premiums for BC Medical as follows:~~

- ~~• Single \$15.00 per month~~
- ~~• couple \$20.00 per month~~
- ~~• family \$25.00 per month~~

~~e) Effective January 1, 2020, BC Medical premiums will no longer be required therefore the subsidized benefit will cease.~~

E&OE
 Signed off this _____ day of _____ 20____


For the Union

For the Employer


f) — In the event that there is a legislative change to reintroduce the BC Medical Premiums and eliminate the Employer Health Tax, the current language in (d) will be reinstated.

E&OE
Signed off this 7 day of January 2025

For the Union



For the Employer



Westland Insurance
PROPOSALS 2024
Employer Proposals (EP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
EP11/ CP02	15.05/10.04(g)	<i>Amendment – Doctor & Dentist appointment</i>	

~~15.05 Doctor or Dentist Appointments~~

~~Where a full-time regular employee is required to attend a Doctor or Dentist appointment in the immediate area during working hours, attendance at such appointment shall be without loss of pay. All employees shall make all reasonable efforts to schedule such appointments outside of working hours.~~

10.04 (g)

Where a full time regular employee is required to attend an appointment, the employee shall make all reasonable efforts to first schedule such appointments outside of working hours.


Should the employees' time away from work be less than one and one half (1.5) hours in one day they will not be required to ~~track this time~~ use a Paid Personal Leave Sick (Article 10.04(b)(iii) or Paid Personal Time Off Other (Article 10.04(b)(ii)). Whenever possible, it is the expectation that employees schedule appointments at the start or end of the day, or around their lunch break, in order to reduce the impact to the business as a result of the amount of time absent.

E&OE
 Signed off this 9 day of January 20 2025

For the Union



For the Employer



Westland Insurance

PROPOSALS 2024

Employer Proposals (EP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
EP08	10.05	<i>Amendment – Preferred Rates</i>	

10.05 Preferred Rates

~~The credit union will provide the employees with free personal chequing on their own personal accounts. In addition, one (1) free savings account will be provided.~~

b) The Employer will provide employees with the same discounts on services and products that the non-bargaining group receives and such discounts will be made available to all employees at the same time. Details of these discounts can be found in the following policies will be provided by the employer and made available to all employees on the corporate intranet:

- ~~Employee Lending Benefit Policy~~ Personal Habitation Insurance Discount
- ~~Employee Investment Benefit Policy~~

E&OE
Signed off this 24 day of July 2024

For the Union

Rourke

For the Employer

Matt Kelly



(Canadian Office and Professional Employees Union, Local 378)

Island Saving Credit Union PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 19	12.06	<i>New – Additional Training opportunities</i>	


12.06

- a) All employees will be entitled to have proper training provided so as to retain their employment and progress with the Employer. The Employer will pay for one half (1/2) of the cost of tuition for approved outside courses at the time of registration and the balance of tuition after the employee has successfully completed the course. There will be no loss of pay to the employee where the education requires attendance during normal working hours. Training required due to adjustment in jobs will be provided during normal working hours.
- b) The Employer will provide the employee with a day off to study for the examination of an approved course. It is agreed that an employee will receive a day off with pay prior to the day of the exam if the exam is scheduled for the morning. The employee will give the Employer reasonable notice of thirty (30) days of the examination date.
- c) Employees wishing to take courses to further their career advancement within the company unrelated to their current position may request approval from the employer to take such courses under the provisions outlined in Article 12.06(a)&(b).
- d) Leaving the company: for substantial education, employees commit to remain employed by Westland for a period of 1-year following the date of completion of the course/designation. Employees who voluntarily resign from Westland prior to the 1-year period agree to reimburse Westland for 50% of the tuition fees paid.


E&OE

Signed off this 24 day of July 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

Westland Insurance PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 20	14.06	<i>Amend</i>	

14.06

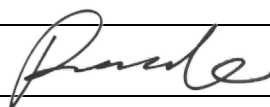
An employee on approved leave of absence for the following reasons will continue to accrue seniority:

- Union Business - Article 9.01
- Special Leave with Pay - Article 9.08
- Parental Leave - Article 9.05
- Sick Leave - Article 10.01(b) & 10.03
- Any other job-protected leave as prescribed by the *Employment Standards Act*.


E&OE

Signed off this 24 day of July 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

Westland Insurance PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 22	22.06	<i>Amend</i>	

22.06 List of Arbitrators:

- Wayne Moore
- D. McPhillips
- Colin Taylor
- J. McConchie
- J. Dorsey
- B. Blasina

In the event that an arbitrator is required to resolve a dispute under Article 20 of the collective agreement, the parties may by mutual agreement elect an arbitrator.

~~Failing agreement on one of the arbitrators named above~~ If the parties are unable to select a mutually agreed upon arbitrator, either party may apply to the Collective Agreement Arbitration Bureau (CAAB) to appoint an arbitrator ~~from the list above~~.

The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this agreement.

Each party shall pay their own costs and expenses of the Arbitration and one-half (1/2) the remuneration and expenses of the Arbitrator.


E&OE

Signed off this 24 day of July 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

Westland Insurance PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 23	23	<i>Amend</i>	

ARTICLE 23 – DURATION

23.01 This Agreement shall be in full force and effect from and including July 1, 2019~~24~~ to and including June 30, 2024~~27~~ 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.~~

Either party may at any time following four (4) months immediately preceding the expiry date of this Agreement, give to the other party written notice of its intention to re-open or amend this Agreement on its expiry date or on any day thereafter. The parties shall exchange particulars of desired changes to the Agreement not later than the date of the first meeting of negotiations.

After the expiry date of this Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised agreement.

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

E&OE
Signed off this 24 day of October 2024

For the Union

[Signature]

For the Employer

Matt Kelly



(Canadian Office and Professional Employees Union, Local 378)

Island Saving Credit Union PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 24	LOU #1	<i>The Union proposes to remove this LOU with</i>	

~~LETTER OF UNDERSTANDING NO. 1~~

BETWEEN

IslandSavings

A Division of First West Credit Union

Westland Insurance

("Employer")

AND



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

("Union")

RE: ~~Extension of Hours~~

~~It is agreed by both Parties that in the event that the Employer finds it necessary to extend the hours of services to Island Savings' members beyond the current opening hours, the opportunity to bid on shifts will be based solely on seniority.~~

Signed this _____ day of _____, 2019.

~~SIGNED on BEHALF of the EMPLOYER~~ _____ **SIGNED on BEHALF of the UNION**

~~*Party of the First Part;* _____ *Party of the Second Part;*~~

Randy Bertsch, President

Nancy Barrett, Executive Councillor

E&OE

Signed off this 24 day of July 2024

For the Union

For the Employer

~~Liz Bailey Connor, Chief People & Cultural Officer — Alicia Gallo, Union Representative~~

~~Diana Davison, Assistant Vice President, Retail Banking~~

~~Rebecca Walker, Director, HR & Labour Relations~~

E&OE

E&OE
Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

Westland Insurance PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 26	LOU #7	<i>The Union proposes to renew this LOU with amendments</i>	

LETTER OF UNDERSTANDING NO. 7

BETWEEN

IslandSavings

~~A Division of First West Credit Union~~

Westland Insurance

("Employer")

AND



(Canadian Office and Professional Employees Union, Local 378)

("Union")

RE: Incentive Program

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

- | | |
|------------------------|------------------------------|
| 1. Overall Rating of 5 | 150% (1.50 x payout) |
| 2. Overall Rating of 4 | 125% (1.25 x payout) |
| 3. Overall Rating of 3 | 100% (1.00 x payout) |
| 4. Overall Rating of 2 | 0-75% (0.00 – 0.75 x payout) |
| 5. Overall Rating of 1 | not eligible for payout |

Payout of the incentive will be based on individual performance and achievement of corporate objectives that are established annually. Semi-annual and annual reviews will be conducted to

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer


ensure the employees understand how they are performing. Reviews will be completed by the performance Leader. The Annual Performance Reviews are based on overall job performance, not solely on numbers produced. The incentive will be based on the bargaining unit employee's actual earned salary and will not be capped.

E&OE
Signed off this 29 day of October 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

Westland Insurance PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 29	LOU #14	<i>The Union proposes to remove this LOU</i>	

~~LETTER OF UNDERSTANDING NO. 14~~

BETWEEN

IslandSavings

A Division of First West Credit Union

Westland Insurance

("Employer")

AND



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

("Union")

RE: ~~Benefit Package~~

~~In 2006 collective bargaining, the Employer sought certain amendments to Article 10.01(c). The Union, on the other hand, sought no amendments to the following language:~~

~~e) ~~Benefit Package~~~~

~~Details of the benefit plans are contained in brochures provided by the Employer and distributed from time to time as required. It is agreed by the Parties that the terms and conditions of the Benefits and the Benefit Plans, including the level and extent of benefits and qualifications for benefits as stated in the brochures dated June 2002 (and/or as amended during the negotiations process between the Parties) will be the minimum benefits provided to all employees. It is further agreed that the terms and conditions of the Benefits and the Benefit plans are enforceable as if they were included in the Collective Agreement.~~

~~As provided by the Vince Ready Recommendations of November 28, 2006, if a dispute arises regarding this matter, any dispute shall be submitted to binding interest arbitration by Vince Ready as provided in his Recommendations.~~

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

Signed this _____ day of _____, 2019.

~~**SIGNED on BEHALF of the EMPLOYER**~~ _____ ~~**SIGNED on BEHALF of the UNION**~~
~~*Party of the First Part;*~~ _____ ~~*Party of the Second Part;*~~

Randy Bertsch, President _____ Nancy Barrett, Executive Councillor

Liz Bailey Connor, Chief People & Cultural Officer _____ Alicia Gallo, Union Representative

Diana Davison, Assistant Vice President, Retail Banking

Rebecca Walker, Director, HR & Labour Relations _____ **E&OE**

E&OE
Signed off this 24 _____ day of July _____ 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

Westland Insurance PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 30	LOU #25	<i>The Union proposes remove this LOU</i>	

~~LETTER OF UNDERSTANDING NO. 25~~

BETWEEN

~~A Division of First West Credit Union~~

~~Westland Insurance~~

~~("Employer")~~

AND



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

~~("Union")~~

RE: — Relocation of Employees to Administration

~~The Employer has decided to centralize certain administration functions previously done by Employees at Duncan, Mill Bay and Lake Cowichan branches and to have those employees located within the Administration Office~~

~~WHEREAS the Administration Room (Cash Cage) will be located at the Administration Offices, and~~

~~WHEREAS the Business Services Representative(s) will be located at the Administration Offices, and~~

~~WHEREAS the Branch Admin Coordinator(s) will be located at the Administration Offices, and~~

~~WHEREAS this change is intended to be consistent with the language within the Collective Agreement;~~

~~THEREFORE is agreed by both Parties that the following positions, which are responsibilities and functions currently done by unionized employees at Duncan, Mill Bay or Lake Cowichan branches will continue to be covered by the Collective Agreement between the parties in all respects:~~

- ~~1. Branch Administration Coordinators (current incumbents Diane Taylor, Delane Gough, Sheryl Doucet)~~

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

2. ~~Business Service Representative (current incumbent Patti Siro)~~
3. ~~Cash Cage Representatives (current incumbents Yvonne Bujold, Lori Baker, Kirsten Marchetti, Karen Vey and Vera Read)~~

THEREFORE is agreed by both parties that the following will apply:

1. ~~Administration will be treated as a Branch~~
2. ~~Vacations will be selected within the Branch~~
3. ~~2013 vacation selections will be no less favorable than 2012 vacation year~~
4. ~~Three (3) or more bargaining unit employees will be cross-trained to provide coverage for the above mentioned positions~~
5. ~~Upon ratification, the parties will meet to discuss the development of a cross training strategy, keeping in mind the needs of both parties~~

Signed this _____ day of _____, 2019.

~~**SIGNED on BEHALF of the EMPLOYER**~~ ~~**SIGNED on BEHALF of the UNION**~~

~~*Party of the First Part;*~~ ~~*Party of the Second Part;*~~

Randy Bertsch, President _____ Nancy Barrett, Executive Councillor

Liz Bailey Connor, Chief People & Cultural Officer _____ Alicia Gallo, Union Representative

Diana Davison, Assistant Vice President, Retail Banking

Rebecca Walker, Director, HR & Labour Relations _____

E&OE

E&OE
Signed off this 24 day of July 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

Westland Insurance PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 31	LOU #27	<i>The Union proposes deleting this Letter of Understanding</i>	

~~LETTER OF UNDERSTANDING NO. 27~~

~~BETWEEN~~

~~IslandSavings~~

~~A Division of First West Credit Union~~

~~("Employer")~~

~~AND~~



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

~~("Union")~~

~~Re: Admin Assistant, Financial Planning~~

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

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

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

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

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

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

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

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

Effective [DATE], Administrative Assistant 1 and 2, Financial Planning will operationally be moved to First West Wealth Management Ltd ("FWWM").

- ~~In the event that bargaining unit employees whose wages, benefits, entitlements or other terms and/or conditions of employment are not superior will have their terms and/or conditions of employment adjusted to what is provided to non-unionized Administrative Assistants in FWWM upon ratification.~~
- ~~Employees receiving wages, benefits, entitlements, or other terms and/or conditions of employment superior to those provided in this Agreement, shall remain at the superior benefit level which was in effect on the effective date of this Agreement, until such time as such superior wages, benefits, entitlements or other terms and/or conditions of employment are surpassed by the provisions of succeeding Agreements.~~

~~Unless expressly provided otherwise, this Agreement shall apply to Administrative 1 and 2, Financial Planning, in the bargaining unit. The roles will be covered by B.C.'s Employment Standards Act and pertinent laws for a provincially regulated entity.~~

Signed this _____ day of _____, 2019.

SIGNED on BEHALF of the EMPLOYER

SIGNED on BEHALF of the UNION

Party of the First Part;

Party of the Second Part;

Randy Bertsch, President

Nancy Barrett, Executive Councillor

Liz Bailey-Connor, Chief People & Cultural Officer

Alicia Gallo, Union Representative

Diana Davison, Assistant Vice President, Retail Banking

Rebecca Walker, Director, HR & Labour Relations

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer

E&OE


E&OE

Signed off this 24

day of July

2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**Westland Insurance
PROPOSALS 2024
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 32	LOU #28	<i>The Union proposes deleting this Letter of Understanding.</i>	

~~LETTER OF UNDERSTANDING NO. 28~~

BETWEEN

IslandSavings

A Division of First West Credit Union

(“Employer”)

AND



(Canadian Office and Professional Employees Union, Local 378)

(“Union”)

Re: ~~Business Services Advisor~~

~~It is agreed by both parties that, when there are no qualified and cross-trained bargaining unit employees available to provide coverage, the Employer shall be permitted to cover the Business Services Advisor (previously referred to as Business Service Representative) with qualified and trained employee(s) from outside the bargaining unit.~~

Signed this _____ day of _____, 2019.

SIGNED on BEHALF of the EMPLOYER

Party of the First Part;

SIGNED on BEHALF of the UNION

Party of the Second Part;

Randy Bertsch, President

Nancy Barrett, Executive Councillor

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

Liz Bailey-Connor, Chief People & Cultural Officer Alicia Gallo, Union Representative

Diana Davison, Assistant Vice President, Retail Banking

Rebecca Walker, Director, HR & Labour Relations

E&OE

E&OE
Signed off this 24 day of July 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

Westland Insurance PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 33	LOU #29	<i>The Union proposes to remove this LOU</i>	

~~LETTER OF UNDERSTANDING NO. 29~~

BETWEEN

~~A Division of First West Credit Union~~

~~Westland Insurance~~

~~("Employer")~~

AND



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

~~("Union")~~

Re: ~~Branch Advisor Position Reclassification~~

It is agreed by both parties that the Group 5 level in the Branch Advisor position shall be eliminated and the position will remain in the Group 2 level. Requirements/responsibilities of the position have changed and are no longer consistent with those of the Group 5 positions.

Effective April 1, 2018 existing incumbents (Jackie Dhut and Janet Henderson) shall be grandfathered at Group 5. This grandfathering will continue while in their current classification until such time as; they take an alternative position; leave the bargaining unit; or their employment terminates. New incumbents to the role will enter in at Group 2.

Signed this _____ day of _____, 2019.

~~**SIGNED on BEHALF of the EMPLOYER**~~ _____ ~~**SIGNED on BEHALF of the UNION**~~

~~*Party of the First Part;*~~ _____ ~~*Party of the Second Part;*~~

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer

Randy Bertsch, President

Nancy Barrett, Executive Councillor

Liz Bailey Connor, Chief People & Cultural Officer

Alicia Gallo, Union Representative

Diana Davison, Assistant Vice President, Retail Banking

Rebecca Walker, Director, HR & Labour Relations

E&OE

E&OE

Signed off this 24

day of July

2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

Westland Insurance PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 34	LOU #30	<i>The Union proposes remove Letter of Understanding.</i>	

~~LETTER OF UNDERSTANDING NO. 30~~

BETWEEN

~~A Division of First West Credit Union~~

~~Westland Insurance~~

~~("Employer")~~

AND



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

~~("Union")~~

Re: ~~Commercial SR Position Reclassification~~

Business requirements have changes and it is agreed by both parties that the Commercial Service Representative position is no longer required. The Commercial Service Representative (CSR) position has been operating consistent with the Member Services Advisor (MSA) position in Group 1. Effective June 10, 2018 existing CSR incumbents (Chrystal Roberston, Penny Gray) will be grandfathered at Group 2 and their titles will align to the Group 1 role (Member Services Advisor). This grandfathering will continue until such time as; they take an alternative position; leave the bargaining unit; or their employment terminates.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

Signed this _____ day of _____, 2019.

SIGNED on BEHALF of the EMPLOYER _____ **SIGNED on BEHALF of the UNION**
Party of the First Part; _____ *Party of the Second Part;*

Randy Bertsch, President _____ Nancy Barrett, Executive Councillor

Liz Bailey Connor, Chief People & Cultural Officer _____ Alicia Gallo, Union Representative

Diana Davison, Assistant Vice President, Retail Banking

Rebecca Walker, Director, HR & Labour Relations

E&OE

E&OE
Signed off this 24 _____ day of July _____ 2024

For the Union



For the Employer

