

# **MEMORANDUM OF AGREEMENT**

## **BETWEEN:**

**VantageOne Credit Union**

**(hereinafter referred to as the "Employer")**

## **PARTY OF THE FIRST PART**

## **AND:**

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

**(hereinafter referred to as the "Union")**

## **PARTY OF THE SECOND PART**

### **WHEREAS:**

- A. The Parties are bound to a Collective Agreement effective from December 1<sup>st</sup>, 2023 through November 30<sup>th</sup>, 2026 (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 December 1<sup>st</sup>, 2023 to November 30<sup>th</sup>, 2026 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 December 1, 2023 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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 Vernon, B.C. this 25 day of April, 2024

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B Held  
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**FOR THE EMPLOYER**

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**FOR THE UNION**

# APPENDIX "A"

## Attach all sign off as Appendix A

The following documents have been signed off by the Parties and form part of this Memorandum of Agreement:

PROPOSAL NUMBER	CLAUSE/ARTICLE
UP 01	Housekeeping, various, throughout the Agreement
UP 02	Clause 1.2 Human Rights
UP 06	Clause 3.6 Standing Committee
UP 34	Clause 5.2 Employee Transfers Clause 5.3 Assignment of Part Time Employees
UP 08	Clause 5.4 Definition, Temporary Employee
M 01	Clause 6.2 Meal Breaks
UP 10	Clause 6.3 Relief Periods
M 03	Clause 7.2 Statutory Holidays
UP 12	Clause 8.1 Annual Vacation
UP 13	Clause 8.4 Vacation Selection by Department
UP 14	Clause 8.5 Vacation Scheduling
UP 12	Clause 9.7 Jury Duty
UP 29	Clause 12.1 Job Vacancies
UP 31	Clause 12.6 Underfill
UP 35	Clause 14.6 Protected and Unprotected Leaves
UP 40	Article 19 Expedited Arbitration
UP 44	LOU #1 Operational Changes
UP 46	LOU #3 Job Share
UP 48	LOU #6 Branded Events
UP 49	MOA #1 Excluded Positions

<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>Thursday, April 12, 2024</b>	<b>Time:</b>
Comprehensive	Various		

The Union proposes that the following framework for settlement proposal resolves, in full, all matters that have arisen in Collective Bargaining between MoveUP and the Employer:

1. All matters previously agreed to between the Parties shall form part of this settlement agreement.
2. All items not referred to in this document are considered withdrawn without prejudice.
3. Items that the Parties haven't been agreed shall remain unchanged as set out in the December 1, 2019 - November 30, 2023 Collective Agreement.
4. Retroactive pay shall apply to all active employees. This excludes employees who have resigned and retired during this term before the ratification of this Agreement.

<b>UP09 – Article 6</b>
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**ARTICLE 6 – HOURS OF WORK AND OVERTIME**

6.1

- a) The work week shall be thirty-six and one-half (36.5) hours' worked on five (5) consecutive days' during the period Monday to Saturday inclusive.
- b) A work day shall be a maximum of eight (8) continuous hours' between the hours of 7:00 a.m. and 8:00 p.m.
- c) It is agreed that 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.
  - i. Permanent Shift Change: In the event of a permanent change in existing hours of work or shifts, the Employer agrees to give at least two (2) weeks' notice of any change.
  - ii. Temporary Shift Change: In the event of a temporary change in existing hours or shifts, the Employer will meet the reasonableness test in administrating this change.
- d) Notwithstanding Article 6.1(c) above, where a position with a staggered start time has more than one full time regular incumbent, the most senior full time regular employee in the position will have the choice of start

time. Once the choice of shift has been made, the senior employee may not use seniority to “bump” a more junior employee from a start time.

For purposes of administration of this ~~Clause~~ Article, staggered starts in place prior to the ratification of this Collective Agreement shall remain in place until such time as a change to those shifts is made.

- e) All work schedules will be posted a minimum of two (2) weeks in advance of their effective dates.
- f) Full-time employees will be entitled to two (2) consecutive days off each week.

**UP11 – Art. 7.1**

**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	Good Friday	Victoria Day
Canada Day	B.C. Day	Labour Day
Remembrance Day	Thanksgiving Day	Christmas Day
Boxing Day	Easter Monday	Family Day
<u>National Day for Truth and Reconciliation</u>		

and any other day that may be stated a legal holiday by the Provincial and/or Federal Government. Should one of the above holidays fall on an employee's normal day(s) off, the employee shall receive another paid day(s) off from work at a time mutually agreed with the Employer. The Employer reserves the right to schedule part-time employees to work, at the regular part-time rates, on Easter Monday.

- b) In the same manner as Article 8.5 (g), seniority by branch and by department, will govern when more than the allowable number of employees request the same day off in lieu of a holiday, giving due consideration to the efficient operation of the Credit Union.

- c) Floating Holiday

- i. In addition to the holidays stipulated in ~~Section Article 7.01 (a)~~ Article 7.01 (a) above, following completion of the probationary period stipulated in Article 5.1, Section 1, an employee will be entitled to one (1) paid holiday in each year of service. This shall be known as a "floating" holiday ~~and~~ which shall be taken at a time mutually agreed between the Employer and the employee. ~~Employees shall~~

~~not be entitled to a "floating" holiday should the Federal or Provincial Government proclaim another general holiday in addition to those set out in Section 1(a) above.~~

ii. ~~Floater~~ Floating holidays, provided in the Agreement, ~~can~~ to be posted in conjunction with the vacation list as outlined in Article 8.4.

7.2 a) Should one of the above holidays fall on an employee's normal day off, ~~or during the period of an employee's vacation~~, the employee shall receive another paid day off.

b) Where the Statutory Holiday occurs during an employee's vacation period, then the vacation shall either be extended to include the day in lieu of the Statutory Holiday, or taken at a time mutually agreeable to the Parties in accordance with Article 8 of this Agreement.

<b>UP15 – Article 8</b>
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## **ARTICLE 8 VACATION**

### 8.9 Disruption of Vacation Due to Illness

- a) An employee whose vacation leave is disrupted by illness or injury, which requires hospitalization and medical intervention (e.g., surgery or overnight stay), may be entitled to reschedule their vacation for the period of illness or injury.
- b) The nature and period of the disability must be sustained by a doctor's certificate.
- c) Such rescheduled vacation must first be agreed to by the employee's manager. Employees are advised to notify the manager as quickly as possible of the illness or injury causing the disruption of vacation leave.
- d) Rescheduled vacation leave under this Article will not take precedence over another employee's vacation leave.

## 9.6 Bereavement Leave

- a) In the case of death in the immediate family of a full-time or part-time employee, an employee must request time off in the usual manner. Upon application, the employee shall be granted leave of absence without loss of pay, provided the employee was scheduled for work during the leave period for up to five (5) consecutive business days for immediate family members and any person who lives with an employee as a member of the employee's family. Immediate family shall be: employee's fiancé, spouse, parent, guardian, children, step-children, foster children, sibling, parent-in-law, step-parents, grandparents and grandchildren. It also includes common law spouses, and same sex partners and their children, as long as they live with the employee as a member of the employee's family.
- b) In the case of grandparents-in-law, sibling-in-law, aunt, uncle, niece and nephew three (3) days' leave of absence with pay shall be granted upon request.
- c) The leave of absence will not be charged against paid sick leave or annual vacation entitlement.
- d) The leave of absence will not affect seniority or Article 10.5 contributions by the Employer.
- e) Any relatives not mentioned in ~~the above Section~~ Article 9.6 a) to be entitled up to one (1) day leave of absence to attend a funeral without loss of pay.
- f) Changes to the *Employment Standards Act* in the area of Bereavement Leave will be implemented through the Standing Committee.
- g) An employee who becomes entitled to bereavement leave immediately prior to their scheduled vacation, such as to overlap with their vacation, may reschedule that portion of the vacation time which runs concurrently with the bereavement leave. Such rescheduled vacation will be by mutual agreement and shall not be unreasonably denied. Such rescheduled vacation will not take precedence over another employee's approved vacation day.

## 9.8 Pregnancy Leave

- a) Pregnant employees are entitled upon request to unpaid Pregnancy Leave of no less than seventeen (17) consecutive weeks in accordance with the Employment Standards Act, as amended from time to time. Employees shall have the option of prorating the reimbursement amounts over the period of six (6) months.
- b) In order to be eligible for a leave of absence, a pregnant employee shall have a medical certificate completed by their physician and sent to the Employer.
- c) Employees will notify the Employer at least four (4) weeks in advance of the date on which the employee intends to begin their leave of absence. An employee may alter, but only once, the date of commencement of their leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date they originally wished to commence their leave of absence. Absences due to pregnancy related medical complications shall be covered by sick leave provisions before and after the pregnancy leave of absence provided that the employee is not eligible for EI (Employment Insurance) sick leave benefits. The granting of sick leave provisions in such cases must be medically supported and approved by the Employer's Manager of Health Services.

There will be no payment of sick leave provisions during the ~~pregnancy leave~~ Pregnancy Leave period.

- d) Once the employee has commenced their leave of absence, they will not be permitted to return to work during the six (6) week period following the date of delivery unless the employee requests a shorter period.
- e) The request to return prior to six (6) weeks following the date of delivery must be given in writing to the Employer at least one week before the date that the employee indicates they intend to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- f) Employees desiring to return to regular employment following ~~pregnancy leave~~ Pregnancy Leave shall notify the Employer at least thirty (30) days prior to the desired date of return, or thirty (30) days prior to the expiry date of the pregnancy leave.
- g) Provided the employee pays their portion, the Employer will continue to pay the Employer's portion of the employee's benefit premium while the employee is on leave.
- h) This leave of absence will not affect seniority and vacation day entitlement.



- i) Vacation days earned by employees are treated as follows:
- i. Unused, accrued vacation days prior to exit on pregnancy leave are either taken prior to departure or paid out in the final pay period prior to exit;
  - ii. Except for the year of return to the workplace, unpaid, accrued vacation days earned during the Pregnancy Leave will either be taken prior to re-entering the workplace or waived, at the choice of the employee.
  - iii. Where an employee chooses to waive unpaid, accrued vacation days, it must be done in writing to the Employer six months prior to returning from leave.
  - iv. In the year of return to the workplace, an employee will be entitled to schedule vacation for that year, both paid and unpaid, according to Article 8.5 (e).
- j) Vacation pay shall be handled as if the employee was at work if the leave is for seven weeks or less.

## 9.9 Parental Leave/Adoption Leave

- a) Employees who have taken Pregnancy Leave in relation to the birth of the child or children with respect to whom Parental Leave under this Article is requested are entitled, upon request, to unpaid Parental Leave of no less than sixty-one (61) consecutive weeks, to be taken immediately following the end of Pregnancy Leave, in accordance with the Employment Standards Act, as amended from time to time. Employees shall have the option of prorating the reimbursement amounts over the period of six months.
- b) For a parent, other than an adopting parent, who does not take Pregnancy Leave in relation to the birth of the child or children with respect to whom Parental Leave under this Article is requested are entitled, upon request, to unpaid Parental Leave of no less than sixty-two (62) consecutive weeks beginning after the child's birth and within seventy-eight (78) weeks after that event, in accordance with the Employment Standards Act. Employees shall have the option of prorating the reimbursement amounts over the period of six months.
- c) For an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent, in accordance with the Employment Standards Act. Employees shall have the option of prorating the reimbursement amounts over the period of six months.
- d) Employees will give the Employer at least four (4) weeks' notice of the date on which the employee wishes to begin the leave of absence.
- e) Employees desiring to return to regular employment following Parental Leave/Adoption Leave shall notify the Employer at least thirty (30) days prior to the desired date of return, or thirty (30) days prior to the expiry date of the parental leave.
- f) Provided the employee pays their portion, the Employer will continue to pay the Employer's portion of the employee's benefit premium while the employee is on leave.
- g) This leave of absence will not affect seniority and vacation day entitlement.
- h) Vacation days earned by Employees are treated as follows:
  - i. Unused, accrued vacation days prior to exit on ~~pregnancy~~ parental leave are either taken prior to departure or paid out in the final pay period prior to exit;

- ii. Except for the year of return to the workplace, unpaid, accrued vacation days earned during the Pregnancy Parental Leave will either be taken prior to re-entering the workplace or waived, at the choice of the employee.
- iii. Where an employee chooses to waive unpaid, accrued vacation days, it must be done in writing to the Employer six months prior to returning from leave.
- iv. In the year of return to the workplace, an employee will be entitled to schedule vacation for that year, both paid and unpaid, according to Article 8.5 (e).
- i) Vacation pay shall be handled as if the employee was at work if the leave is for seven weeks or less.

<b>UP20 – Article 9.10</b>
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### **9.10 Special Leave Without Pay**

- a) Upon written application an employee may be granted a leave of absence without pay for a period not to exceed twenty (20) weeks. Such leave will not be unreasonably denied.
- ~~b) Under such leave, the employee shall accumulate seniority for three (3) months and, thereafter the employee's seniority shall be maintained for the duration of the employee's leave.~~
- c) Employees on Special Leave will have vacation pay calculated as a percentage of gross earnings.
- d) Vacation pay will not be adjusted to a percentage of gross earnings if the leave is for seven (7) weeks or less.
- e) Benefit coverage may be continued during this extended period providing the employee pays the full cost of the premiums monthly in advance.
- f) Notwithstanding a) to e) above, such leaves will not be granted for the purposes of allowing an employee to work for another employer.
- g) Requests will be answered by the Employer within two (2) weeks of such requests being made.

## 9.12 Compassionate Care Leave

Preamble:

The Employer shall grant, upon request, unpaid Compassionate Care Leave in accordance with the Employment Standards Act, as amended from time to time.

- a) In this section, “family member” means:
  - i. A member of an employee’s immediate family, and
  - ii. Any other individual who is a member of a prescribed class.
- b) An employee who requests leave under this ~~section~~ Article is entitled to up to 27 weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 52 weeks, or such other period as may be prescribed, after
  - i. The date the certificate is issued, or
  - ii. If the leave began before the date the certificate is issued, the date the leave began.
- c) The employee must give the Employer a copy of the certificate as soon as practicable.
- d) An employee may begin a leave under this ~~section~~ Article no earlier than the first day of the week in which the period under ~~subsection~~ Article 9.12(b) begins.
- e) A leave under this ~~section~~ Article ends on the last day of the week in which the earlier of the following occurs;
  - i. The family member dies;
  - ii. The expiration of 52 weeks or other prescribed period from the date the leave began.
- f) A leave taken under this ~~section~~ Article must be taken in units of one or more weeks.
- g) If an employee takes a leave under this ~~section~~ Article and the family member to whom ~~subsection~~ Article 9.12(b) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with ~~subsection~~ Article 9.12(b), and ~~subsection~~ Article 9.12 (c) to (f) apply to the further leave.
- h) Under such leave, the employee shall accumulate seniority ~~for three (3) and, thereafter the employee’s seniority shall be maintained for the duration of the employee’s leave.~~
- i) Employees on Compassionate Care Leave will have vacation pay calculated as a percentage of gross earnings.

- j) Vacation pay will not be adjusted to a percentage of gross earnings if the leave is for seven (7) weeks or less.
- k) Benefit coverage may be continued during this extended period providing the employee pays the ~~full cost~~ employee's portion of the premiums monthly in advance.
- l) Provided the Employee pays their portion, the employer will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on leave.
- m) Changes to the Employment Standards Act in the area of Compassionate Care Leave will be implemented through the Standing Committee.

<b>UP22 – Article 9.13</b>
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**9.13 ~~Critical Care Leave~~ Critical Illness or Injury Leave**

- a) The Employer shall grant, upon request, unpaid ~~Critical Care Leave~~ Critical Illness or Injury Leave in accordance with the Employment Standards Act, as amended from time to time.

In this ~~section~~ Article, “family member” means:

- i) A member of an employee's immediate family, and
  - ii) Any other individual who is a member of a prescribed class.
- b) An employee who requests leave under this ~~section~~ Article is entitled to up to the following unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate in accordance with ~~subsection (4)~~ of the Employment Standards Act:
    - i) Up to 36 weeks of unpaid leave to provide care or support to a family member who is under 19 years of age at the start of the leave;
    - ii) Up to 16 weeks of unpaid leave to provide care or support to a family member who is 19 years of age or older.
  - c) If a certificate issued by a medical practitioner with respect to a leave under this ~~section~~ Article, sets out a period for which a family member of an employee requires care or support that is less than the maximum number of weeks, the employee:
    - i) is entitled to take the leave only up to the number of weeks indicated in the certificate, and
    - ii) may, respecting the leave, obtain one or more additional certificates but the employee's entitlement to the leave does not exceed the maximum number of weeks specified above.

- d) A certificate must:
- i) state that the baseline state of health of the family member has significantly changed and the life of the family member is at risk as a result of an illness or injury,
  - ii) state that the care or support required by the family member can be met by one or more persons who are not medical professionals, and
  - iii) set out the period for which the family member requires care or support.
- e) The employee must give the Employer a copy of the certificate as soon as practicable.
- f) An employee may begin a leave under this ~~section~~ Article respecting a family member no earlier than the earlier of the following:
- i) the first day of the week in which the certificate respecting the family member is issued;
  - ii) the first day of the week in which the baseline state of health of the family member significantly changes and the life of the family member is at risk as a result of an illness or injury.
- g) A leave under this ~~section~~ Article ends on the last day of the week in which the earlier of the following occurs:
- i) the family member in respect of whom the leave is taken dies;
  - ii) the expiration of 52 weeks from the date the leave began.
- h) A leave taken under this section must be taken in units of one or more weeks.
- i) If an employee takes a leave under this ~~section~~ Article and, at the time referred to in ~~section~~ Article 9.13 (g)(ii) above the life of the family member remains at risk as a result of the illness or injury, the employee may take a further leave after obtaining a new certificate in accordance with ~~section~~ Article 9.13 (d), and ~~section~~ Article 9.13 (e) to (h) apply to the further leave.
- j) Under such leave, the employee shall accumulate seniority for ~~three (3) months~~ and, thereafter the employee's seniority shall be maintained for the duration of the employee's leave.
- k) Employees on ~~Critical Care Leave~~ Critical Illness or Injury Leave will have vacation pay calculated as a percentage of gross earnings.
- l) Vacation pay will not be adjusted to a percentage of gross earnings if the leave is for seven (7) weeks or less.

- m) Benefit coverage may be continued during this extended period providing the employee pays the ~~full cost~~ the employee's portion of the premiums monthly in advance.
- n) Provided the employee pays their portion, the employer will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on leave.
- o) This leave of absence will not affect an employee's vacation day entitlement.
- p) Changes to the *Employment Standards Act* in the area of Critical Illness or Injury Leave will be implemented through the Standing Committee.

#### **9.14 Domestic Violence Leave**

In each calendar year, the Employer will grant an employee up to five (5) days of paid leave to deal with issues related to domestic violence.

In addition, the Employer will grant in each calendar year: up to five (5) days of unpaid leave, in units of one or more days in one or continuous period, and The employee may request up to an additional 15 weeks of unpaid leave.

## UP23 – Article 10.1

### ARTICLE 10 – BENEFIT PLANS AND SICK LEAVE

10.1 All full-time and part-time regular employees shall become eligible for coverage under the Employer's benefits program listed under this ~~section~~ Article as outlined below.

- a) For purposes of coverage of common-law spouses, the Parties must have lived together under the same roof for a term of one (1) year or otherwise established by the carrier. Employees must notify the Employer when the common-law arrangement is terminated.
- b) Entitlement to coverage is determined by the carrier.
- c) Part-time regular employees must work an average of sixty (60) hours or more per month to qualify for benefits under this ~~section~~ Article.

## UP24 – Article 10.2

10.2 On the first day of the month following ninety (90) working days of employment, employees will be enrolled in all plans listed below:

- a) Benefit Plans — (Details of the plans are contained in brochures provided by the Employer)
  - i. Medical Services Plan of British Columbia
  - ii. Extended Health Benefit Plan
  - iii. Orthotics to a maximum of \$200/year, as per carrier's policy
  - iv. Hearing Aids to a maximum of \$500/60 months, as per carrier's policy
  - v. Effective 1<sup>st</sup> day of the month following ratification, paramedical, including mental health services, to be increased to a annual maximum of \$500.00 per service.
  - vi. Additional services may be offered through the Employee Assistance Program.
  - vii. Group Life Insurance
  - viii. Salary Insurance
  - ix. Dental Plan Option II – 75% Basic/50% Crowns/Bridges/Dentures. Effective December 1, 2021 - 65% Orthodontics to a maximum lifetime amount of \$3000 for all eligible employees and their dependents.
  - x. Eye Glasses Benefit will be a maximum of \$600.00 every two (2) years, and includes eye examinations as follows:
    - Effective June 1, 2017: Adults once every 24 months, as per carrier's policy
    - Effective June 1, 2017: Child, 18 years and younger, once every 12 months, as per carrier's policy.



#### 10.4 Short Term Disability Leave

- a) Full-time regular employees who are unable to work because of illness shall receive pay on the following basis:
  - i. During the ten (10) working day waiting period to become eligible for salary insurance, full salary paid by the Employer.
  - ii. Upon becoming eligible for salary insurance, an employee will receive two-thirds (2/3rds) salary from the insurance plan for the duration of illness in accordance with the provisions of the plan. It is the responsibility of the employee to complete and file the necessary application forms to receive payment.
  - iii. The employee, upon request of the Employer shall provide proof of illness which involves paid leave of five days or more. The Employer shall keep necessary forms on Intranet.
  
- b) Part-time regular employees who are unable to work because of illness shall receive pay on the following basis:
  - i. During the fourteen (14) calendar day waiting period to become eligible for salary insurance, full salary paid by the Employer for all days scheduled for work during that period.
  - ii. Upon becoming eligible for salary insurance, an employee will receive two-thirds (2/3rds) salary from the insurance plan for the duration of illness in accordance with the provisions of the plan. It is the responsibility of the employee to complete and file the necessary application forms to receive payment.
  - iii. The employee, upon request of the Employer shall provide proof of illness which involves paid leave of five days or more. The Employer shall keep necessary forms on the Intranet.

## UP27 – Article 10.5

### 10.5 RRSP

#### a) RRSP/Pension for Part-time Employees

After two hundred (200) days' worked, the Employer shall contribute to an RRSP, separately set up. Except as described in Article 10.5(c) below, the RRSP will have no withdrawal privileges while an employee of the Employer. The Employer shall contribute ~~eight and one half percent (8.5%)~~ **nine percent (9.00%)** of the employees' gross earnings to such RRSP.

#### b) RRSP/Pension for Full-time Employees

Upon completion of one (1) years' service the Employer shall contribute to an RRSP separately set up. Except as described in Article 10.5(c) below, the RRSP will have no withdrawal privileges while an employee of the Employer. The Employer shall contribute **ten and one half percent (10.50%)** ~~ten (10%)~~ of the employee's gross earnings.

The employee may contribute five percent (5%) of the employee's gross earnings. Such employee contributions are optional.

#### c) First-time home buyers have the option to make withdrawals from their RRSP for home purchase.

## UP28 – Article 11

### ARTICLE 11 SALARY POLICY

#### 11.6 Acting Pay

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 less than one full day ~~two (2) days or less~~. 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.

## UP35 – Article 14.6

### **ARTICLE 14 SENIORITY**

- 14.6 (a) Employees absent on the following protected leaves will continue to accumulate seniority, including for vacation entitlement progression:
- i. Bereavement Leave (Article 9.7);
  - ii. Jury Duty (Article 9.7);
  - iii. Pregnancy Leave (Article 9.8);
  - iv. Parental Leave/Adoption Leave (Article 9.9);
  - v. Critical Illness or Injury (Article 9.13);
  - vi. Domestic Violence ;
  - vii. Compassionate Care;
  - viii. Illness and Injury Leave (Incidental Sick Leave);
  - ix. Family Responsibility Leave; and
  - x. Any other approved job protected leaves under the *Employment Standards Act*;
- (b) Employees absent on the following unprotected leaves will continue to accumulate seniority, including for vacation entitlement progression:
- i. Paid and Unpaid Leave for Job Stewards (Article 9.1)
  - ii. Leave of Absence for Union or Labour Conventions (Article 9.2)
  - iii. Miscellaneous Leave of Absence (Article 9.3)
  - iv. Transitioning Leave (Article 9.11)
  - v. Short Term Disability (Article 10.4); and
  - vi. Any other unpaid leaves of absence under the Collective Agreement
- (c) In instances of absence for Special Leave Without Pay (Article 9.10), seniority will be accumulated for three (3) months and thereafter maintained for the duration of the leave. Seniority will lapse where the employee fails to return to work upon expiration of the leave.

## UP36 – Article 15.5

### **ARTICLE 15 GENERAL PROVISIONS**

#### **15.5 Doctor or Dentist Appointments**

- a) 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.

b) Where a part time regular employee is temporarily filling a Full time vacancy for at least ~~6 months~~ three (3) months or longer and 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.

c) Specialist Appointments, Closer than 150 kilometers from Vernon, one way

Where a full-time regular employee is required to attend a specialist appointment, outside the immediate area during work hours, attendance at such appointment shall be without loss of pay, under the following conditions:

- i. The employee has been referred by the employee's family doctor to a medical doctor who is a Specialist;
- ii. No medical doctor who is a Specialist in the particular field required is practicing locally;
- iii. A maximum of one paid day per event or consultation will be in place.
- iv. For an absence under this article, the employee, upon request by the Employer, shall provide proof of such appointment.

d) Specialist Appointments, Beyond 150 kilometers from Vernon, one way

Where a full-time regular employee is required to attend a specialist appointment, outside the immediate area during work hours, and where such specialist is located beyond 150 kilometers from Vernon, one way, attendance at such appointment shall be without loss of pay, under the following conditions:

- i. The employee has been referred by the employee's family doctor to a medical doctor who is a Specialist;
- ii. No medical doctor who is a Specialist in the particular field required is practicing locally;
- iii. A maximum of two paid days per event or consultation will be in place.
- iv. For an absence under this clause, the employee must provide to the Employer proof of appointment.

<b>UP37 – Article 15.8</b>
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### **ARTICLE 15 GENERAL PROVISIONS**

15.8 Training Allowance — Where an employee is required to provide training to another employee and training is not in the job description, the employee shall receive ~~ten dollars (\$10.00)~~ **fifteen dollars (\$15.00)** per day.

**ARTICLE 15 GENERAL PROVISIONS**

15.9 Employee Loans

a) All employees with greater than one year’s seniority shall be eligible to borrow money from the Credit Union, subject to the following conditions, at preferential rates of interest:

- (1) employees must satisfy the Credit Union’s standard qualifying requirements for the borrowing in question;
- (2) if a mortgage (or line of credit mortgage) is used with respect to the employee’s principal residence only;
- (3) whether loan, line of credit, mortgage or other borrowing facility is involved, the amounts will be documented and paid at the current (non-preferred) rate, but charged at the preferred rate, enabling employees to allocate more of each payment to principal; and
- (4) all preferred rates cease with respect to any employee who ceases to be an employee of the Credit Union for any reason, (e.g. dismissal, or resignation or otherwise).

**b) Maximum Amounts of Borrowing**

Such preferred rates shall be effective on the following dates to the following maximum amounts:

<b>Date</b>	<b>Loans/LOCs</b>	<b>Mortgages/LOC Mortgages</b>
December 1, 2012	\$40,000	\$250,000
<b>Upon ratification</b>	<b>\$40,000</b>	<b>\$500,000</b>

**c) The Preferred Rates**

~~Effective June 1, 2004 eligible employees shall receive 1% below the current interest rates published from time to time by the Credit Union for Consumer Mortgage and Consumer Prime Lending Rates.~~ Effective January 1, 2006, the percentage shall increase to 1.75% below such published rates. In no event shall such preferred rates result in an employee paying interest in an amount which is below Revenue Canada’s “prescribed rate”. The Credit Union agrees to implement such rates without the need for re-working all lending documentation (i.e. by computer adjustment if possible), provided that each employee shall sign a document or form authorizing the preferred rate:

<b>Date</b>	<b>Loans/LOCs</b>	<b>Mortgages/LOC Mortgages</b>
June 1, 2004	1%	1%
January 1, 2006	1.75%	1.75%

**ARTICLE 21 DURATION**

21.1 This Agreement will be in full force and effect on and after the 1st day of December, ~~2019~~2023, up to and including the 30th day of November ~~2023~~2026, unless either Party serves written notice of termination upon the other Party hereto, at least sixty (60) days prior to the 30th day of November 2026 or sixty (60) days prior to the 30th day of November in any year subsequent thereto.

Either Party may, at any time after four (4) months immediately preceding the expiry date of this agreement, give to the other Party written notice of its intention to reopen 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.

**APPENDIX “B”**

**Rate Calculations**

1. **CALCULATION OF HOURLY PT RATES** — Monthly salary x 12 ÷ 1898 hours
2. **CALCULATION OF BI-WEEKLY RATES** — Monthly salary x 12 ÷ 26 pay periods
3. **PART-TIME REGULAR EMPLOYEES**
  - a) Hourly rate of pay shall be calculated by applying the above formula to the job group salary steps and then increase the result, by six percent (6%) during probation and ten percent (10%) thereafter, to compensate for Statutory Holiday pay and in lieu of the benefits set out in Article 10.
  - b) Part-time employees on the benefits plan shall receive ~~four point eight~~ five point two percent (4.8 5.20%) for statutory holidays.
  - c) Part-time employees shall move through the salary scales based on the required accumulation of days, six (6) months = one hundred (100) days, twelve (12) months = two hundred (200) days, etc.

**UP43**

**APPENDIX "C"**

**Salary Ranges**

Year 1 effective the first payroll following December 1, 2023 (retroactively) –5.00%

Year 2 effective the first payroll following December 1, 2024 –4.00%

Year 3 effective the first payroll following December 1, 2025 –4.00%

**UP45 – Renewed**

**LETTER OF UNDERSTANDING #2**

**BETWEEN: VantageOne Credit Union**

(hereinafter referred to as the "Credit Union")

PARTY OF THE FIRST PART

**AND:**

**Canadian Office and Professional Employees Union, Local 378**

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

**Re: Guidelines for Disability Leaves**

This Letter of Understanding speaks to short and long-term absences for reason of disability, either on satisfactory medical information or through benefits provided by the disability carrier.

The following guidelines will apply to employees on disability leave:

1. Employees will continue to have the Employer portion of benefits premiums paid for the twelve month period after commencement of a disability leave.
2. Employees on disability leave, where the absence exceeds twelve months, shall, subject to carrier approval, have access to benefits provided the employee pays all premiums.
3. Where an employee is on disability leave for up to four months, the Employer may fill the position on a temporary basis, and the employee on disability leave shall have the right to return to their previous position, provided the employee is fit to return.
4. Where an employee is on disability leave for in excess of four months, the Employer may post and fill the positions on a permanent basis. The employee on disability leave shall have the right to return to their previous position as set out in (5) below, provided the employee is fit to return, for up to twenty-eight months on disability leave, inclusive of any short term disability period and any elimination period.

5. An employee returning to the workplace under (4) above has the right to the following displacement provisions:
  - a. The returning employee may displace another employee, regardless of seniority, to reclaim their home position.
  - b. If the home position no longer exists, the returning employee may displace another employee in a position at the same or lower job level:
    - i. providing the returning employee has the qualifications to perform the job functions satisfactorily, and
    - ii. providing the employee makes such notice within two weeks, and
    - iii. providing the employee has greater seniority than the employee to be displaced.
  - c. Any employee displaced by this action may displace another employee in a position at the same or lower job level, provided:
    - i. The employee has the qualifications to perform the job functions satisfactorily, and
    - ii. The employee makes such notice within three working days of “bump”, and
    - iii. The employee has greater seniority than the employee to be displaced.
  
6. Where an employee remains on an LTD-approved absence for thirty-six months, inclusive of any short term disability period and any elimination period, has been approved for LTD based on being disabled from “any occupation”, and where, after an individualized consideration of the employee’s circumstances, it is not likely that the employee will return in the foreseeable future, the employment relationship will end.
  
7. Where an employee remains on a non-LTD approved disability-based absence for thirty-six months, inclusive of any short-term disability period and any elimination period, and where, after an individualized consideration of the employee’s circumstances, it is not likely that the employee will return in the foreseeable future, the employment relationship will end.

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E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**VANTAGE ONE CREDIT UNION  
PROPOSALS 2023  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 01	Various	Housekeeping	

Throughout the collective agreement:

- Change “VantageOne Credit Union”, “Credit Union” or “employer” to “**Employer**”, where appropriate.
- Change “union” to “**Union**”
- Change “parties” to “**Parties**”
- Change “the agreement” to “**this Agreement**”
- Change “pregnancy leave” “parental leave or “adoption leave” to “Pregnancy Leave”, “Parental Leave” or “Adoption Leave”
- Change “Manager” to “**manager**”
- Change “article”, “section”, “Section” or “Clause” to “**Article**”
- Change “Local Union” to “**Union**”
- Change “Job/Office Steward” or “Steward” to “**job steward**”
- Change “his/her” to “the employee or they”
- Change “paragraph (a)” to “**Article X (x)**”
- Italicize any legislations or laws

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

## 1.2 Human Rights, Harassment and Bullying

(c) With respect to discrimination, harassment, and bullying, the Employer and the Union shall adhere to the Worker's Compensation Act including, but not limited to, s. 151.

2.2 The Employer agrees that all employees covered under this Agreement, as a condition of employment shall, within thirty (30) days' from the date of employment, become and remain members of the Union.

2.3 The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement, shall, as a condition of employment within thirty (30) days' from the date of employment, become and remain members of the Union.

## 2.5 Acquainting New Employees

a) The Employer will advise new employees of the existence of the Local Union and of the requirements of membership which arise out of ~~the agreement~~ this Agreement.

3.3 The Employer shall recognize regular employees elected or appointed by the Union to act as ~~Job Stewards~~ job stewards. These employees must have completed their probationary period of employment. The Union shall inform the Employer, in writing, of the names of the ~~Job Steward~~ job steward (s). It is understood that there must be one (1) full-time employee as a ~~Steward~~ job steward.

3.4 The ~~Job Steward~~ job steward(s) may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay. The ~~Steward~~ job steward(s) will obtain permission from their immediate supervisor before leaving their work area for such purposes and such permission will not be unreasonably denied.

4.2 Nothing herein contained shall limit the statutory powers and duties of the Directors of the Employer under the Company Act, Section 141, which states in part:

*"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."*

5.1 Probationary Period — An employee shall be considered probationary for the employee's first ninety (90) working days'. This period may be extended by mutual agreement between the Employer and the Union.

6.2

b) For part-time employees in excess of five (5) hours' worked, one (1) hour unpaid lunch period at the employee's option, at time of scheduling.

## 6.4 Overtime Premiums

- a) Time worked in excess of the standard day shift or thirty-six and one-half hours (36.5) shall be paid for at time and one-half (1.5) 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 two (2) times the employee's straight time hourly rate (the sixth (6<sup>th</sup>) day of work).
- 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~~ Article 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) All overtime work covered under this ~~section~~ Article must be authorized by the employee's supervisor and overtime will be on a voluntary basis.

## 8.8 Supplemental Vacation

- a) Regular full-time employees who have completed twenty (20) years' of service shall receive a one-time only supplemental vacation of five (5) days with pay to be taken at a mutually agreeable time.
- b) Regular full-time employees who have completed twenty-five (25) years of service shall receive a one-time only supplemental vacation of five (5) days with pay to be taken at a mutually agreeable time.
- c) Regular full-time employees who have completed thirty (30) years of service shall receive a one-time only supplemental vacation of five (5) days with pay to be taken at a mutually agreeable time.

## 9.1 Paid and Unpaid Leave for Job Stewards and Union Officers

- a) ~~Job Stewards~~ Job stewards can carry out their duties representing employees of ~~VantageOne Credit Union~~ the Employer without loss of pay during regular business hours and it shall be considered as time worked.
- b) Time spent by ~~Job Stewards~~ job stewards beyond their regular hours will not be paid for by the Employer.
- c) Before carrying out duties during regular working hours, the ~~Job Steward~~ job steward will first obtain permission from the ~~Manager~~ manager or the manager's designate at the ~~Job Steward's~~ job steward's location. Such permission will not be unreasonably withheld. It is understood that ~~Job Stewards~~ job stewards will carry out their duties in a manner as to cause a minimum of interference to normal job duties and business operations.

## 9.2 Leave of Absence for Union or Labour Conventions

Subject to maintenance of operations, ~~Job Stewards~~ job stewards and/or other elected Officers of the Union who regularly work for the Employer, and who are elected or appointed to attend Union or Labour Conventions, will be granted leave of absence without pay to attend such conventions provided reasonable notice is provided to the Employer. The Union agrees that remaining employees in a work area affected by the granting of leave under this provision will cooperate with the Employer to minimize the effect of leave granted to ~~Job Stewards~~ job stewards and/or other elected Officers under this ~~section~~ Article.

### 9.3 Miscellaneous Leave of Absence

- a) ~~Job Stewards~~ Job stewards and/or other elected Officers of the Union may receive leave of absence without pay at the discretion of and prior arrangement with their ~~Manager~~ manager for other activities not specifically identified above.
- b) ~~Job Stewards~~ Job stewards and/or elected Officers of the Union who regularly work for the Employer and who are assigned to the Standing Committee, will be paid by the Employer for all time spent on such Committee during regular working hours. The time spent beyond regular hours will not be paid for by the Employer.
- c) Time spent by ~~Job Stewards~~ job stewards and Union Officers, who are engaged in legitimate Union activities during work hours will not be referenced in their performance appraisals.

### 9.4 Notice to Employer

With respect to leaves referred to in Article 9.2 and 9.3 ~~above~~, every effort will be made to provide the applicable ~~Manager~~ manager with not less than ten (10) working days' written notice, where possible.

### 9.5 Reimbursement for Wages

To facilitate the administration of this ~~clause~~ Article, when a leave of absence without pay is granted, the Employer will continue an employee's normal salary, subject to the timely reimbursement by the Union for all direct and indirect costs associated with such leave.

### 9.11 Transitioning Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo the medical or non-medical procedure(s) related to a physical and/or emotional change from one gender to another shall be granted a leave of absence without loss of service or seniority. The employee may apply for short and/or long term disability coverage, as per ~~Clause~~ Article 10.4 of the Collective Agreement.

- 11.1 Employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix "C" 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 Article~~ Article 11.5 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 restriction on the right of the Employer to create a new job or to assign duties to employees other than those specifically mentioned in job descriptions, providing always that if the assignment of such duties changes the job content sufficiently to justify a review of the job evaluation results, the ~~local~~ Union shall be notified.

The Employer shall provide the Union with a copy of all bargaining unit job descriptions annually.

11.5

- a) Subject to ~~paragraph Article 11.5 (b) of this Section~~, full time employees shall move from step to step in their salary ranges upon completion of the following amounts of service at each step:

11.7 A Part-time Regular employee who becomes full-time shall be placed on the salary range at a step consistent with the employee's seniority as determined by ~~Article 14.7 14, Section 7~~.

11.8

- 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 Article 11.8 (b)~~ above.

14.2 Except as provided in ~~Section Article 14.3~~ following, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the unit for the purpose of determining seniority credit.

14.3 An employee laid-off and placed on the recall list under ~~Article 13.3, Section 3~~, will retain and continue to accumulate seniority during the period of lay-off.

14.4 An employee who leaves the bargaining unit to fill a position with the Employer excluded from the unit by agreement between the Union and the Employer or the *Labour Relations Code*, shall be credited with accumulative seniority (seniority held at date of leaving the bargaining unit plus accrued credit from the date of re-entry to the unit). It is agreed that this provision shall apply for the probationary period in the management position.

16.2 If a regular employee is terminated except as provided in ~~Section Article 16.1 above~~, said employee shall receive written notice immediately prior to the date of termination, in conjunction with ~~Article 13.2, Section 2~~.

17.4 Severance pay as provided for in ~~Section 5 Article 17.5~~, shall be due and payable to a displaced employee, immediately upon termination in addition to two (2) weeks' notice or pay, in lieu of such notice.

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 procedure for settlement shall commence with Step 3(b).

**STEP 1:** The employee involved shall first take up the grievance with the ~~Manager~~ manager directly in charge of the work within ten (10) working days of the circumstances giving rise to the grievance. The employee may be accompanied by a ~~Job Steward~~ job steward or Representative of the Union. The Employer shall give a decision within five (5) 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 person(s) designated by the Employer within ten (10) working days following the decision rendered at Step 1. The grievor, along with the ~~Job Steward~~ job steward and/or the Union Representative,

shall meet with the designated management person(s) to attempt to settle the matter. The Employer shall give a decision within ten (10) working days of such meeting.

**STEP 3(a):** If the grievance is not resolved at Step 2, it shall be referred to the Representative of the Union and a Representative of the Employer within ten (10) working days of the decision rendered at Step 2. Failing settlement within ten (10) working days of receipt of the grievance at this Step, either Party may refer the matter to arbitration as provided in Articles 19 and 20.

**STEP 3(b):** In the event a dispute is initiated by the Employer or the Union, the initiating Party shall notify the other Party, in writing, of the nature of the dispute and such notice shall be given within ten (10) working days of the circumstances giving rise to the dispute 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 dispute to Arbitration as set forth in Article 19 or 20. Either Party must file its intention to proceed to Arbitration with the other within twenty (20) days of completion of Step 3(a) or (b).

18.3 Except as provided in ~~Section~~ Article 18.4 following, a grievance not advanced to the next step under ~~Section Article 18.2~~, within the time limits specified shall be considered abandoned, and all further recourse to the grievance procedure forfeited.

20.2 The Party desiring Arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of ~~Section 2~~, Step 3 of Article 18.2.

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E&OE

Signed off this 25 day of April 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

VANTAGE ONE CREDIT UNION
PROPOSALS 2023
Union Proposals (UP Item)

Table with 3 columns: Union Number, Affected Article/MOU, Date, Time. Row 1: UP 02, Article 1.2, Amend

1.2 Human Rights, Harassment and Bullying

- (a) Human Rights
The Employer and the Union subscribe to the principles of the Human Rights Code. For clarity, and without limiting the generality of the foregoing, neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off, discharge or otherwise because of race, colour, ancestry, place of origin, political belief, religion, age, sex, sexual orientation, gender identity or gender expression, physical or mental disability, family status or marital status, or any other ground as set out in the Human Rights Code or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.
(b) Harassment and Bullying
(i) Right to a harassment and bullying-free workplace
The Employer recognizes the right of employees to work in an environment free from harassment, including sexual harassment, and bullying.
(ii) Employer obligations
The Employer shall proactively take all reasonable action to create and maintain a workplace free from harassment and bullying. The Employer shall take such actions as are necessary with respect to any person engaging in sexual or other harassment or bullying in the workplace.
(iii) Right to grieve
Employer action regarding actual or alleged harassment or bullying, including the outcome(s) of any such action, shall be subject to the grievance and arbitration provisions of this Agreement.
(c) With respect to discrimination, harassment, and bullying, the Employer and the Union shall adhere to the Worker's Compensation Act including, but not limited to, s. 151.

E&OE
Signed off this 16th day of January 2024

For the Union

[Handwritten signature for Union]

For the Employer

[Handwritten signature for Employer]



(Canadian Office and Professional Employees Union, Local 378)

**VANTAGE ONE CREDIT UNION  
PROPOSALS 2023  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 06	Article 3.6	Amend	

**3.6 Standing Committee**

- 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~~ Party to discuss matters related to the administration of this Agreement (such as Education Leave, Workloads) 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&OE  
Signed off this 16th day of January 20 24

For the Union

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

VANTAGE ONE CREDIT UNION  
PROPOSALS 2023  
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP o8	Article 5.4	Amend	

5.4 Temporary Employees— A temporary employee is one so informed by the Employer at the start of employment. Temporary employment shall be for a specified period not exceeding three (3) months' duration, except when replacing for temporary periods due to extended leave, pregnancy leave, parental leave, adoption leave, long-term illness or when extended by mutual agreement between the Union and the Employer. A temporary employee reaching regular status will have rights under this Agreement which are based on length of service or seniority dated from the start of continuous employment.

E&OE  
Signed off this 16th day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

VANTAGE ONE CREDIT UNION  
PROPOSALS 2023  
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 10	Article 6.3	Amend	

**6.3 Relief Periods**

- a) For full-time employees:
  - 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.
- b) For part-time employees:
  - two (2) to five (5) hours' worked - one (1) fifteen (15) minute ~~rest~~ relief period shall be provided without loss of pay;
  - in excess of five (5) hours' worked - two (2) fifteen (15) minute ~~rest~~ relief periods shall be provided without loss of pay.

E&OE  
Signed off this 16th day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

VANTAGE ONE CREDIT UNION  
PROPOSALS 2023  
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 12	Article 8.1	Amend	

**ARTICLE 8 – ANNUAL VACATION**

- 8.1 a) The vacation year shall be January 1st to December 31st.
- b) Vacation shall be taken in the vacation year in which it is being earned subject to the provisions of ~~Section 6 of this Article 8.6~~, with no restriction to any period of the vacation year, except as provided elsewhere in this Article.
- c) Vacation pay shall be at current salary for the number of ~~days vacation~~ vacation days when vacation is taken.
- d) It is the part-time employee's responsibility to notify the ~~Credit Union~~ Employer on the timesheet submitted on the Wednesday before the final pay period prior to taking vacation if the employee wants any accumulated vacation pay in that pay period.

E&OE  
Signed off this 16th day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**VANTAGE ONE CREDIT UNION  
PROPOSALS 2023  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 13	Article 8.4	Amend	

8.4 The Employer shall post a vacation list by November 1st each year. The deadline for applying for vacation shall be December 15<sup>th</sup> each year. Not later than December 31st, the Employer shall notify employees whether or not the vacation periods selected are approved. Any selections made thereafter will not be by department seniority, but on a first come first served basis and taken at a time mutually agreed between the Employer and employee. All employees shall make their final vacation selection by May 31st, in each calendar year.

E&OE  
Signed off this 7th day of February 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

VANTAGE ONE CREDIT UNION  
PROPOSALS 2023  
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 14	Article 8.5	The Union proposes that the Parties discuss location/work group focused vacation administration with a view to table appropriate language.	

**ARTICLE 8 ANNUAL VACATION**

**8.5** For purposes of this clause, the following definitions apply:

- a) “Branch” means a physical address that houses one or more departments.
- b) “Department” means a work group within a branch, the positions of which do related work.

Senior employees shall be given preference by branch and then by department in the selection of vacation period. Employees may submit approval for vacation as follows:

- a) The periods are a minimum of one (1) full week or multiples of a full week. Employees may break down one of the weeks of vacation.
- b) Employees shall select their vacation periods in order of seniority as defined in Article 8.5 above, however, only one (1) vacation period shall be selected by seniority until all employees in the signing group department have had the opportunity to select one (1) vacation period.
- c) Subsequently, Within each branch, those employees who have chosen to take their vacations in more than one period shall select the next period in order of department seniority.
- d) The Employer is prepared to look at mid-week to mid-week vacation applications on the following basis –they must be made in advance, special circumstances must apply and they will be subject to operational requirements.
- e) Employees on a leave of absence pursuant to Article 9 shall be permitted to select vacation provided they will be returning to work within the calendar year.
- f) Vacation by ~~Department~~ Branch and Department
  - i. Commercial Services Department, which includes Commercial Account Managers, Commercial Assistants and Commercial Representative – Three (3) bargaining unit employees may be on vacation at one time, except that only one employee from each job may be on vacation at any one time.
  - ii. Member Services Department, which includes Teller-Front Line, Member Service Representatives, and Work Leader – Member Services

~~Representatives (excluding Solution Centre Call Centre) – Two (2) bargaining unit employees at the Main Branch may be on vacation at one time. In all other branches, one (1) bargaining unit employee may be on vacation at one time.~~

- iii. ~~Retail Services Department, which includes Retail Account Managers and Retail Services Support, shall be permitted vacation as follows:– Retail Account Managers— Two (2) bargaining unit employees at the Main Branch may be on vacation at one time. In all other branches, one (1) bargaining unit employee may be on vacation at one time.~~

~~Retail Services Support— One (1) bargaining unit employee may be on vacation at one time.~~

- iv. Solution Centre Department, which includes Solution Centre Representatives – One (1) bargaining unit employee may be on vacation at one time.
- v. Centralized Audit Department, which includes Centralized Audit – Credit Control and Centralized Audit - One (1) bargaining unit employee may be on vacation at one time.
- vi. Accounting Department, which includes FAA- Clearing and FAA- Payment Services - One (1) bargaining unit employee may be on vacation at one time.
- vii. Centralized Administration Department, which includes Retail Services Assistants – one (1) bargaining unit employee may be on vacation at one time.
- viii. Information and Technology Department, which includes Systems Support Analyst – one (1) bargaining unit employee may be on vacation at one time.
- ix. In all other departments, one (1) bargaining unit employee may be on vacation, exclusive of part-time employees in the department.
- x. Where a department is currently housed within one branch and subsequently appear in multiple branches, vacation will be handled as described in Article 8.5 (f) (ii) and Article 8.5 (f) (iii). In such an instance, the actual numbers permitted to be on vacation from any given location at any one time will be as agreed between the Union and the Employer until such time as a renegotiation of this clause occurs.
- xi. Notwithstanding the language in Article 8.5 (f) i to x above, employees within specific jobs working remotely from their assigned branch office and/or department will be scheduled as though they were located within their assigned branch office.

g) Subject to operational requirements, the Employer may increase the number of employees on vacation as set out above.

h) Vacations which are booked in the peak vacation period of June 15 to September 15, shall be limited to a maximum of two (2) weeks on a first selection basis and must be booked in the period between November 15th and December 15th and confirmed by the Employer by December 31st.

i) Additional time will be available beyond two (2) weeks if approved. The Standing Committee may be involved in resolving disputes under this ~~Section~~ Article.

~~j)~~, shall be limited to a maximum of two (2) weeks on a first selection basis and must be booked in the period between November 15th and December 15th and confirmed by the Employer by December 31st.

~~k)~~ Additional time will be available beyond two (2) weeks if approved. The Standing Committee may be involved in resolving disputes under this ~~Section~~ Article.

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E&OE

Signed off this 7th day of February 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

VANTAGE ONE CREDIT UNION  
PROPOSALS 2023  
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 17	Article 9.7	The Union proposes that the Parties discuss 1) seniority treatment; and 2) vacation administration with a view to table appropriate language.	

**9.7 Jury Duty**

- a) Any regular full-time or part-time regular employee who is required to perform jury duty or a subpoenaed court witness on a day on which the employee would have worked will be reimbursed by the Employer for the difference between the pay received for such duties and the employee's regular straight time rate of pay for the employee's regularly scheduled hours of work.
- b) It is understood that such reimbursement shall not be for hours in excess of the regular work day or work week. The employee will be required to furnish proof of payment made for the said duties.
- c) Hours paid for under the provisions of this ~~Section~~ Article will be counted as hours worked toward qualification for vacations and recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.
- d) Such leave will not affect seniority, sick leave or annual vacation entitlement.
- e) This entitlement shall be amended in accordance with any improvement of the Employment Standards Act.

E&OE  
Signed off this 16th day of January 2024

For the Union

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**VANTAGE ONE CREDIT UNION  
PROPOSALS 2023  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 29	Article 12.1 (a)	Amend	

12.1

- a) All job vacancies and lateral transfers will be posted. Temporary vacancies in excess of four (4) weeks for the purposes of Pregnancy Leave/Parental Leave/Adoption Leave and for Salary Insurance coverage when the Employer has been notified that the leave will be in excess of four (4) weeks will be posted.

E&OE  
Signed off this 16th day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

VANTAGE ONE CREDIT UNION
PROPOSALS 2023
Union Proposals (UP Item)

Table with 4 columns: Union Number, Affected Article/MOU, Date, Time. Row 1: UP 31, 12, \*New 12.6, then renumber the remaining articles as needed.

UNDERFILLED POSITION

- a) From time to time, VantageOne will underfill a position. It is understood that a decision on whether or not to underfill a position is strictly that of the Employer.
b) An Underfill is defined as an employee in a position for which the employee is not qualified.
c) Such employee is designated as an Underfill and will be placed in an on-the-job training program meant to assist the employee in acquiring the skills needed to perform the work.
d) This program consists of four stages:
i. Stage 1: Complete each applicant's knowledge and skill gap analysis prior to appointment; establish fundamental educational/course requirements; establish mandatory target completion dates for various phases within the training program; discuss the employee's preferred learning method and established proficiency-based learning.
ii. Stage 2: Appoint successful applicant(s); commence the employee's education and course work upon the earliest available date of the course offerings, with the understanding that multiple courses may require a staggered start date; begin development of the employee's fundamental skills.
iii. Stage 3: Development of the employee's intermediate skills.
iv. Stage 4: Development of the employee's advanced skills.
e) The training program shall be outlined in writing and include a timeline for each stage's mandatory target completion date, as well as an overall completion date. This document shall be attached to this job offer and provided to the employee for consideration prior to the employee's acceptance or rejection of the offer.
f) The training document will consist of:
i. Starting date and end date of both the overall training program and the individual targets found within.
ii. Benchmarks with measurement standards; delivery method of training; level of skill or knowledge being trained; frequency/dates of check-in meetings; type and date of each assessment or sign-off of the completed benchmark.
g) An employee may be advanced to the next stage ahead of the suggested timeframe. The Parties recognize that required courses may only be available during certain months. If

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For the Union

For the Employer

education and course work described in Stage 2 cannot begin immediately then the employee will start the development described in Stages 2 and 3.

- h) Employees placed on such programs who are not successful in the new position will be returned to either their former position or another position within VantageOne, where possible and/or practical.
- i) Until the on-the-job program is complete, the employee will be paid as an Underfill, one pay grade below the job grade assigned to the position.
- j) The employee's direct supervisor/manager will meet at least bi-weekly with the underfilled employee to review their progress in the training program as described in Article 12.6 (f).
- k) An employee's training document shall be submitted to Human Resources.
- l) Where it is determined that an accommodation is required, the Employer and Employee, together with expert professional advice, will determine the method of learning to be employed.
- m) It is recognized that a training plan may require adjustment based upon changes in operational requirements for a position.
- n) Any extension to the employee's training program timeline shall be discussed between the Parties.

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E&OE  
Signed off this 25th day of January 2024

For the Union

  
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For the Employer

  
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(Canadian Office and Professional Employees Union, Local 378)

VANTAGE ONE CREDIT UNION  
PROPOSALS 2023  
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 34	Article 14.6	The Union proposes that the Parties discuss the concept of branch seniority with a view of table appropriate language in various articles. For example, the application exists in Article 5.3, Article 8.4 and Article 8.5.	

5.2 Full-Time Regular Employees are described as all employees hired to work on a regular full-time basis.

- a) Full-Time Regular employees shall be assigned to one branch office.
- b) In the event it becomes necessary to temporarily transfer an employee to a branch office which is not the employee’s assigned or primary branch office for unforeseeable operational reasons, the employee shall be compensated for mileage at the rate published in the Corporate Travel Expense Policy, provided such transfer occurs after the employee has already reported to their assigned branch for the day.
- c) Where a full-time employee is redeployed after having reported to work at their assigned branch, the Employer will make every effort to schedule travel time within the standard working day. Travel time outside of the standard working day must be authorized according to Article 6.
- d) For purpose of administration of this Article, temporary transfers are offered in the order of seniority at the branch which provides operational coverage. In such cases, the junior employee cannot decline the work.
- e) The Employer reserves the right to administer this Article in a fair and consistent manner and recognizes there may be circumstances where exceptions are required.

BH

5.3 Part-time Regular Employees —

- a) All employees hired to work regular hours or days on a continuing basis but who work less than the normal working hours in a month.
- b) For administrative purposes, Part-Time Regular employees shall be assigned to one branch office. It is understood, however, that part-time employees are hired specifically to provide flexibility and coverage wherever required in order to ensure proper levels of member service.
- c) Part-time employees who are redeployed after having reported to work at a specific branch shall be compensated for mileage at the rate prescribed by the Canada Revenue Agency.
- d) These employees shall be covered by all conditions of this Agreement, except as follows:
  - Vacations — see Article 8, Section 3
  - Benefit Plans and Sick Leave — included in wage rates, for those working less than sixty (60) hours per month, see Appendix "B".
- e) Every effort will be made to schedule part time regular employees to qualify for benefits as provided for under Clause 10.1 (c) of this Collective Agreement.
- f) Any hours in addition to the hours required above will be scheduled on the basis of seniority.
- g) Employees may decline to work additional hours 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. In instances where the most junior employee is not available for reasons of health, the employee next above on the seniority list cannot decline to work.

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E&OE  
Signed off this 7th day of February 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

VANTAGE ONE CREDIT UNION  
PROPOSALS 2023  
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 40	Article 19	Amend	

**ARTICLE 19 – EXPEDITED ARBITRATION**

- a. Where a difference arises between the ~~parties~~ Parties regarding the interpretation, application or alleged violation of the Collective Agreement, such difference will be referred to an arbitrator ~~Mark Atkinson~~ or mutually agreed upon by the Parties. ~~whom the Parties can mutually agree to. who~~
- b. In the event that the Parties are unable to reach mutual agreement on an arbitrator, mutually agree to, either Party can apply to the Labour Board for the selection.
- c. The appointed person will investigate the matter, define the issues in the difference and make binding recommendation(s) to settle the difference.

E&OE  
Signed off this 16th day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**VANTAGE ONE CREDIT UNION  
PROPOSALS 2023  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 46	LOU 3	The Union proposes the renewal of the Letter of Understanding #3.	

**LETTER OF UNDERSTANDING #3**

**Re: Job Share**

**BETWEEN: VantageOne Credit Union**  
(hereinafter referred to as the "Credit Union")  
PARTY OF THE FIRST PART

**AND: Canadian Office and Professional Employees Union, Local 378**  
(hereinafter referred to as the "Union")  
PARTY OF THE SECOND PART

During the life of the Collective Agreement, the Parties' Standing Committee will meet for the purpose of discussing the concept of job sharing.

***"Original Signed"***

E&OE  
Signed off this 16th day of January 2024

For the Union

For the Employer

**LETTER OF UNDERSTANDING #6**

**Re: Branded Event Participation**

**BETWEEN: VantageOne Credit Union**  
(hereinafter referred to as the "Credit Union")  
PARTY OF THE FIRST PART

**AND: Canadian Office and Professional Employees Union, Local 378**  
(hereinafter referred to as the "Union")  
PARTY OF THE SECOND PART

1. The Union and the Employer agree that making a visible and meaningful difference in fostering business development within the communities served is in the general interest of both Parties.
2. The Parties recognize that, from time to time, VantageOne Credit Union will be involved in branded events which occur away from the normal workplace. For the purposes of this Letter of Understanding, a branded event will be described as one in which the goal of the Credit Union is to build the business by raising awareness of the entity.
3. Where an employee is required to provide information and education on products and services, the Employer will schedule the employee to the event as part of their normal duties for that particular day.
4. Employees so assigned will, in the spirit of Article 6.1 (c) of the Collective Agreement, receive appropriate notice, recognizing that such reassignment will not be permanent in nature.
5. Hours of work for such an event will fall within the parameters set out under Article 6, Hours of Work and Overtime, specifically in Article 6.1 (b) and Article 6.4 (a).
6. Employees not scheduled to attend in a working capacity at such events will be welcome to attend voluntarily, but will not be required to participate in the delivery of business information.

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E&OE  
Signed off this 24th day of January 2024

For the Union



For the Employer





COLLECTIVE BARGAINING  
VANTAGEONE CREDIT UNION and COPE 378 (MoveUP Together)  
Collective Agreement Expiring November 30, 2023

Management Proposal  
January 16, 2024 Exchange of Proposals  
MI Clause 6.2 Meal Breaks

**ARTICLE 6 – HOURS OF WORK AND OVERTIME**

**6.2 Meal Breaks**

- a) For full-time employees, one (1) hour unpaid lunch period will be scheduled for each employee between the hours of 11:00 a.m. and 2:00p.m.
- b) For part-time employees in excess of five (5) hours' worked, one (1) hour unpaid lunch period at the employee's option, at time of scheduling
- c) Precise time for meal breaks outside of the hours stipulated under Article 6.2 is mutually agreed between the Employer and the employee.

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E&OE  
Signed off this 23rd day of January 2024

For the Union

For the Employer



COLLECTIVE BARGAINING  
VANTAGEONE CREDIT UNION and COPE 378 (MoveUP Together)  
Collective Agreement Expiring November 30, 2023

Management Proposal  
January 16, 2024 Exchange of Proposals  
M3      Clauses 7.2 Stat during vacation

**ARTICLE 7 – STATUTORY HOLIDAYS**

- 7.2    a)    Should one of the above holidays fall on an employee's normal day off, ~~or during the period of an employee's vacation~~, the employee shall receive another paid day off.
- b)    Where the Statutory Holiday occurs during an employee's vacation period, then the vacation shall either be extended to include the day in lieu of the Statutory Holiday, or taken at a time mutually agreeable to the Parties in accordance with Article 8 of this Agreement.

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E&OE  
Signed off this      7th      day of      February      20 24

For the Union

For the Employer



meetings; type and date of each assessment or sign-off of the completed benchmark.

- g) An employee may be advanced to the next stage ahead of the suggested timeframe. The Parties recognize that required courses may only be available during certain months. If education and course work described in Stage 2 cannot begin immediately then the employee will start the development described in Stages 2 and 3.
- h) Employees placed on such programs who are not successful in the new position will be returned to either their former position or another position within VantageOne, where possible and/or practical.
- i) Until the on-the-job program is complete, the employee will be paid as an Underfill, one pay grade below the job grade assigned to the position.
- j) The employee's direct supervisor/manager will meet at least bi-weekly with the underfilled employee to review their progress in the training program as described in Article 12.6 (f).
- k) An employee's training document shall be submitted to Human Resources.
- l) Where it is determined that an accommodation is required, the Employer and Employee, together with expert professional advice, will determine the method of learning to be employed.
- m) It is recognized that a training plan may require adjustment based upon changes in operational requirements for a position.
- n) Any extension to the employee's training program timeline shall be discussed between the Parties.

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E&OE  
Signed off this 25th day of January 2024

For the Union



For the Employer



MANAGEMENT COUNTER PROPOSAL  
U49 MOA 1 Excluded Position  
January 16-24, Afternoon Session

**MEMORANDUM OF AGREEMENT 1**

**Re: Excluded Positions**

**BETWEEN: VantageOne Credit Union**  
(hereinafter referred to as the "Credit  
Union") PARTY OF THE FIRST PART

**AND: Canadian Office and Professional Employees Union, Local 378**  
(hereinafter referred to as the  
"Union") PARTY OF THE  
SECOND PART

With reference to the Union's Certification dated February 26th, 1979 and Article 2, Section 1 of the Collective Agreement, the Parties agree that all employees at the following locations will be included in the bargaining unit:

Main  
Branch  
3108 33<sup>rd</sup>  
Avenue  
Vernon, BC V1T 2N7

North Vernon  
Branch 5300  
26<sup>th</sup> Street  
Vernon, BC V1T  
8G3

Armstrong  
Branch  
1-3300 Smith  
Drive  
Armstrong  
BC  
VOE 1B1

Arrow Lakes  
Branch  
223 Killarney  
Crescent  
Edgewood, BC  
VOG 1JO

Except those properly excluded by the Code.

BH

MANAGEMENT COUNTER PROPOSAL  
U49 MOA 1 Excluded Position  
January 16-24, Afternoon Session

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E&OE  
Signed off this 21st day of February 2024

For the Union

For the Employer



*Billed*