

This Agreement made and entered into

Between

NORTHERN CREDIT UNION LIMITED

(hereinafter referred to as “the Employer”)



And



CANADIAN OFFICE & PROFESSIONAL EMPLOYEES UNION  
LOCAL NO. 26

(hereinafter referred to as “the Union”)

**January 1<sup>st</sup>, 2020 to December 31<sup>st</sup>, 2022**

## NORTHERN CREDIT UNION LIMITED

### COLLECTIVE AGREEMENT - I N D E X

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This Agreement made and entered into this 6<sup>th</sup> day of **February, 2020**

BETWEEN:

NORTHERN CREDIT UNION LIMITED

(Hereinafter referred to as "the Employer") of the first part

- and -

CANADIAN OFFICE & PROFESSIONAL EMPLOYEES UNION  
LOCAL 26

(Hereinafter referred to as "the Union") of the second part.

NOTE: Changes in wording resulting from the January 2020 Agreement are in bold print in the body of the Article.

#### ARTICLE 1.00 PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to set forth the agreement of the parties on rates of pay, hours of work and the terms and conditions of employment and to provide a method for the equitable settlement of differences.
- 1.02 Whenever the singular or **gender** is used in this Agreement, it will be considered as if the plural or **gender neutral** has been used.

#### ARTICLE 2.00 UNION RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees of the Northern Credit Union Limited, the positions outlined in Article 24.00, the persons above those ranks, or mutually agreed to by the parties.
- 2.02 When a member of the bargaining unit is assigned to a temporary or permanent management position it is agreed that they shall have the right to revert back to their former position within a period of three (3) calendar months, from the date of their promotion without loss of seniority. It is agreed that such employees shall pay Union dues for the duration of the assignment. Extension of the time may be mutually agreed upon by the parties.
- 2.03 Notwithstanding the foregoing, an individual bargaining unit member has the option to waive this right to revert when moving to positions within management.

#### ARTICLE 3.00 UNION SECURITY

- 3.01 All employees covered by this agreement shall become members of the Union. New employees of the employer shall make application for membership in the Union and shall make regular dues payments and initiation payments commencing with their first pay period. Upon hire the Employer will provide the Treasurer **and the President** with the employee's name, address, telephone number and S.I.N.

3.02 The Employer shall deduct from the salary of each employee the current union dues as set from time to time. The Employer shall provide the Union with a list of names of all employees from whom dues were deducted with the amount of individual dues deducted from such employees.

The Employer shall provide a monthly report notifying the Local President of all members that are on extended leave, new hires, and terminated employees.

3.03 The Employer agrees to submit by cheque **or direct deposit (if available)** to **COPE Ontario and/or** the Treasurer of the Union regularly each pay period the full amount of dues collected, accompanied by **an email** list of all employees from whose wages deductions have been made.

3.04 Persons not in the bargaining unit shall not perform work normally performed by the employees within the bargaining unit except when instructing employees and in cases of emergencies. Managers will not have access to adding and updating of the banking system or to enter financial transactions. However managers have the right to perform interviews and sales functions associated with banking activities when there is no lender available in the Branch.

3.05 During his or her orientation with the Employer the new employee shall be introduced to the Union Steward or designate. The new employee shall be entitled to one half (1/2) hour orientation meeting with the Steward or designate, within their scheduled working hours. When possible such meeting shall be arranged by the employee's Supervisor during the first ten (10) working days of employment. The Employer and the Union desire every employee to be familiar with the provisions of this agreement and their rights and duties under it.

Employees will be provided with a copy of the Collective Agreement **or directed to the intranet. Should one of the parties request a booklet type print out of the Collective Agreement the Parties shall cost share the cost of the printing.**

#### ARTICLE 4.00 DISCRIMINATION

4.01 The Employer and the Union subscribe to the spirit and intent of the Ontario Human Rights Code. It is further agreed that in accordance with the Ontario Human Rights Code and the Occupational Health and Safety Act every employee has a right to freedom from Harassment in the workplace. Employees will review and adhere to the steps as outlined in the Employers Harassment Policy as updated from time to time.

The Employer and the Union further agree that there will be no discrimination, interference, restriction or coercion exercised by any of its representatives with respect to any employee because of the prohibitions under this Code nor by reasons of an employee's membership in a labour union.

#### ARTICLE 5.00 MANAGEMENT RIGHTS

5.01 The Union agrees that the management of the Credit Union and the direction of the working forces are vested exclusively with the Employer. The Employer retains their sole right to hire, lay-off, demote, promote, transfer and to discipline, suspend or discharge employees for just cause. The Employer also has the sole and exclusive responsibility over the use of improved methods, machinery and equipment and

jurisdiction over all operations, buildings and tools which are the property of the Employer. The Employer has the right to make and enforce rules and regulations. The Employer agrees that it will exercise its managerial function in a manner consistent with the provisions of this Agreement.

#### ARTICLE 6.00 REPRESENTATION

- 6.01 The Employer acknowledges the right of the Union to select a negotiating committee of not more than four (4) employees of the Employer and a grievance committee of not more than two (2) employees of the Employer. The Employer will pay lost time for three (3) members of the negotiating committee in accordance with Article 6.05.
- 6.02 The names of the members of the Negotiating Committee, Grievance Committee, and **Branch** Stewards and any changes of these personnel shall be given to the Employer in writing before the Employer shall be required to recognize same.
- 6.03 The Union shall have the right to have the assistance of representatives of the Canadian Office and Professional Employees Union.
- 6.04 The Union agrees that neither it nor its members will engage in Union activities during working hours or hold meetings at any time on the Employer's premises without permission of the Employer.
- 6.05 The Union acknowledges that Union Officers have regular duties to perform on behalf of the Employer, therefore, such persons shall not engage in or absent themselves without permission of the Chief Executive Officer or his designated representative in order to deal with negotiations, grievances, or other Union business required to be conducted between the Union and the Employer, and that in accordance with this understanding, the Employer shall not make any deductions from the regularly scheduled work hours for time so spent, and that permission for such absences shall not be unreasonably withheld provided such leaves do not interfere with the operation of the Credit Union.
- 6.06 An employee who has been appointed to perform union business shall make a written request as far in advance as possible to Human Resources with a copy to the immediate supervisor. Such written request shall not be refused unless such leave would unduly interfere with the employer's operations. Such time off shall be without loss of salary, seniority or fringe benefits provided the union shall reimburse the employer for the full cost of such leave.
- 6.07 Representatives of union and management in conjunction with Human Resources may meet to discuss matters of mutual concern. This shall not circumvent or duplicate either the grievance procedure or the negotiation procedure provided in this agreement.
- 6.08 The President of Local 26 shall be allowed time off of two (2) working days per month without loss of wages, seniority, benefits and/or any other benefits in order to perform union business, **furthermore the Chief Steward shall also receive two (2) working days per month without loss of wages, seniority, benefits and/or any other benefits in order to perform union business**, the union shall reimburse the Employer for the full cost.

**In an effort to minimize impact to operations, the parties agree that if both these roles are from the same location/department that these days are reduced to one (1) day per month each.**

Such days shall be taken in the weeks in the middle of the month, and the days to be taken will be determined and set based on the location of the President. It is clearly understood that the President and the Union members will not conduct union business with union members during work hours during such days unless such employees are on their lunch and away from the premises. In cases of staffing emergencies, the Employer reserves the right to cancel such scheduled days and such day shall be re-scheduled within that month.

## ARTICLE 7.00 GRIEVANCE PROCEDURE

### **Preamble**

A grievance within the meaning of this Agreement shall be any dispute between the parties involving interpretation, application, administration or alleged violation of the Agreement. An employee who has a concern or complaint regarding the application or interpretation of the collective agreement shall first address verbally their concern or complaint with their immediate supervisor within five (5) working days of the occurrence of the incident which gave rise to the matter in dispute. The supervisor shall address and respond in writing to the employee's complaint within two (2) working days via email.

Provided an employee has first discussed the concern or complaint with their immediate supervisor and is dissatisfied with the supervisor's response, the employee may file a grievance as outlined below.

**7.01** All grievances will clearly specify the circumstances or events giving rise to the grievance and the clause or clauses alleged to have been violated. Grievances shall be dealt with in the following manner provided such grievances are filed in writing within ten (10) working days of the response to the supervisor.

**STEP I:** The employee assisted by a **Chief** Union Steward shall meet to discuss the grievance with the employee's immediate supervisor within five (5) working days following the date the grievance was submitted. The supervisor shall render a written decision within five (5) working days of the meeting.

**STEP II:** If the Union considers that a satisfactory settlement has not been reached at Step I, it may, within five (5) working days of the receipt of the Step I reply, submit a written request for a meeting which will be held within five (5) working days with the Vice President Human Resources, or designate. Such request shall state the reason or reasons the answer at Step I was unsatisfactory. The V. P. Human Resources shall render a decision within five (5) working days of the meeting.

**STEP III:** If the Union considers that a satisfactory settlement was not reached at Step II, it may, within five (5) working days of the receipt of the Step II reply request in writing that the grievance be referred to a single arbitrator to be mutually agreed on.

Such arbitrators shall exercise the powers as provided in the Ontario Labour Relations Act. At the request of either party and prior to an arbitration hearing the parties shall

appoint representatives who will confer to determine if a resolution to the grievance may be achieved.

7.02 POLICY GRIEVANCES

Where the dispute involves any matter of general interpretation or application of the Collective Agreement, the Union may initiate a grievance commencing at Step II of the Grievance Procedure.

7.03 All communications relating to requests or agreements on extensions of time limits shall be in writing either by letter or email.

7.04 The Grievance and Arbitration Procedure may be invoked by the Employer. Such grievances may be initiated at Step III of the Grievance Procedure by requesting the grievance be referred to arbitration as defined in the Ontario Labour Relations Act.

7.05 The Arbitrator shall not alter, modify or amend any part of this Agreement, or make any decision inconsistent with its provisions.

ARTICLE 8.00 DISCIPLINE

8.01 If it is the intention to issue discipline to an employee, they shall be advised of their right to be accompanied by the President and/or Chief Steward of the Local Union. If such Union Officer are not available within a reasonable amount of time, the employee may request the attendance of the COPE Ontario Staff Representative via telephone.

8.02 Any grievance in a suspension or discharge case shall be filed at Step II of the grievance procedure within five (5) working days of the suspension or discharge.

8.03 The Employer agrees to notify the Chief Steward or his/her designate in writing of any verbal/written disciplinary action or discharge affecting employees under the jurisdiction of the Union.

8.04 Upon receiving a written request from an employee, all documentation with respect to a discipline will be removed from an employee's file after eighteen (18) months from the date of the discipline unless:

- a) there has been further disciplinary action taken against the employee.
- b) The disciplined act has been of a fraudulent nature, threat of violence or a crucial incident that caused a serious potential liability to Northern Credit Union.

8.05 When an employee is suspended from work pending an investigation he or she shall receive pay for the normal straight time hours which would otherwise have been worked.

ARTICLE 9.00 HOURS OF WORK

9.01 The regular hours of work for all full time employees covered by this Agreement shall be thirty-six (36) hours per week and the regular hours shall not be reduced during the term of this Agreement. The employer agrees to notify the Union at least two (2) weeks in advance of any proposed changes in the regular hours of operation of the branch and to discuss with the union such proposed changes, and agrees to discuss such changes at a Labour/Management Committee Meeting if possible.

- 9.02 All hours worked outside of a 7.5 hour per day for full time, when authorized by the Supervisor, shall be paid for at time and one-half the employee's regular rate of pay unless by mutual agreement. For part time all hours worked outside of a 36 (thirty six) hour work week shall be paid for at time and one-half the employee's regular rate of pay unless by mutual agreement. There shall be no pyramiding of overtime and payment of overtime will only be paid once for any hour worked.
- The Employer shall pay a shift premium of \$1.00 per hour for hours worked after 8 p.m.
- 9.03 An employee required to work more than two (2) hours beyond the end of the regularly scheduled full-time shift shall be paid a meal allowance of Ten Dollars (\$10.00) or the Employer shall bring in food at their discretion.
- 9.04 Closing hours for Christmas Eve and New Years Eve, when worked, shall be 3:00 p.m. Lunch periods for employees shall be reduced to one-half hour on such days.
- 9.05 The Employer shall be required to post the schedule for at least two (2) week periods for all employees normally scheduled listing days and hours no later than noon on the Monday of the work week preceding each such successive two (2) week period. Employees will be given twenty-four (24) hours' notice of change in schedule except in an emergency, such as an employee(s) calling in sick or other unscheduled absences.
- 9.06 Call-In - An employee called to work a day which is not a regularly scheduled work day shall receive a minimum of three (3) hours pay at the regular rate.
- 9.07 (a) It is agreed and understood that opening and closing a Branch is part of the Sales Advisor duties, and in the absence of a Manager, a Sales Advisor may be responsible for opening/closing a branch with no additional pay. Only when a Branch Concierge is clearly assigned by a manager or due to an unplanned absence, will the additional open or close pay apply at the rate \$7.50, per open or close. This pay is not for duties as required in opening/closing the branch but for the "all clear" and safety.
- (b) Employees who have completed their regular work day and have left the premises and who are called out to service an ATM or respond to an alarm shall be paid a minimum of three (3) hours at their regular rate of pay."
- 9.08 In the event that an employee's time sheet is adjusted the employee will be advised.
- 9.09 Hours paid for call in under Article 9:06 or call out under Article 9:07 shall not be counted as hours worked for the purpose of determining overtime entitlement.
- 9.10a) Time spent at staff meetings and/or training scheduled by the Employer where attendance is voluntary will be considered time worked and paid for at straight time.
- Time spent at staff meetings and/or training scheduled by the Employer where attendance is mandatory will be considered time worked and paid at the applicable rate.
- It is agreed and understood that an employee shall not be disciplined or discriminated against because of lack of attendance at voluntary staff meetings. It is further agreed that this does not include an employee's own initiative for self-development or above and beyond the allocated time provided by the employer during training.



- 9.10b) When an employee is required by the Company to attend a mandatory meeting and/or training at a location more than 50 km away from their normal work location, travel to such mandatory meeting shall not be considered time worked; however, travel time calculated on the basis of kilometres required to be travelled divided by 90 km/ hour will be paid to such employee at his or her regular straight rate.

The Employer agrees to give consideration to additional travel time payments for such mandatory travel, if it is satisfied that required travel time was extended due to inclement weather or traffic conditions or other circumstances beyond the employee's reasonable control.

- 9.11 Management relief – An employee who is assigned the responsibility of the Manager when the Branch Manager is away from the Branch for a full day or more and when no other Manager has been assigned for coverage, shall be paid an additional ten dollars (\$10.00) for each such day.

#### ARTICLE 10:00 SENIORITY

- 10.01 Bargaining unit seniority shall mean length of employment with the Employer, in a bargaining unit position, including periods of absence from work during which seniority is not broken under this Agreement.
- 10.02 Notwithstanding the above, when a part-time employee moves to a full-time position or is bidding on the same job as a full-time employee, their seniority date shall be calculated by converting the number of actual hours paid into years. For the purposes of this Article, 1872 hours equals one year.
- 10.03 There shall be two seniority lists, one for part-time employees and one for full-time employees. Seniority lists shall be posted **at the end of month (from the closest payroll run) in March, July and November three (3) times per year on the intranet.** Part time employee hours will be credited to the end of the last pay period. Complaints concerning the accuracy of such lists will be considered within 30 days of posting and if no complaint is received within that time, such list shall be presumed to be accurate.
- 10.04 Where a permanent full time employee is hired the first three (3) months of employment shall be classified as a probationary period. In the case of a permanent part-time employee the probationary period shall be four hundred and thirty two (432) hours worked, and during such period, the employee shall not be eligible for Employer-provided health and welfare benefits, as provided in Article 15.00, or be subject to rights under the Grievance Procedure in the event of discharge. Employees who have completed the probationary period will be placed on the seniority list and credited with seniority from the day they first commence work. The termination of a probationary employee shall be deemed to be for just cause.

**Temporary employees that are hired as a permanent employee will not serve a second probation period if the Temporary Employee has worked more than 432 hours and are successful in bidding on a permanent position. Their permanent start date shall be the day they start in the permanent status and hours shall accumulate from this date. They shall begin to be eligible for Employer provided health and welfare benefits, as provided in Article 15.00, or be subject to rights under the Grievance Procedure in the event of discharge, from the permanent start date.**

- 10.05 Seniority shall no longer accrue and shall be forfeited and the employee shall no longer be an employee if the employee:
- (1) voluntarily quits their employment;
  - (2) is discharged for just cause;
  - (3) is absent on lay-off for a period in excess of twelve (12) consecutive months.
  - (4) fails to report to work within five (5) days of being notified personally unless the period is extended by a leave of absence, or within fifteen (15) days of the date a registered letter was sent to their last known address;
  - (5) is off work due to sickness or accident for a period in excess of twenty four (24) **or equal to months employed if less than twelve (12) months** subject to the employer's obligation to provide reasonable accommodation under the Ontario Human Rights Code; benefits shall terminate with loss of seniority.
  - (6) overstays a leave of absence, without reasonable cause; **or does not provide supporting documentation for such leave.**
  - (7) retires;
  - (8) fails to report or is absent without permission for five (5) scheduled work days without reasonable cause.

ARTICLE 11.00 PROMOTION, DEMOTION, TRANSFER, LAY-OFF AND RECALL

- 11.01 The Employer agrees to post all permanent, temporary and casual job openings (subject to Article 11.07) which occur within the bargaining unit for a period of not less than five (5) working days. With mutual agreement, the time period may be reduced. Only employees who make application to the Employer through the Human Resource Department on the approved form during the posting period will be considered for the job. The Employer will make the approved form available at all branches. The Employer will notify the employee and the Union, in writing, of the employee selected, within two (2) working days of the selection being made.

A temporary vacancy that has not been successfully filled within a three (3) month period shall be reposted.

Permanent employees off on pregnancy or parental leave shall have the right to bid on a permanent job posting. If they are the successful applicant for the posted position, the employer will hold that position open for that employee until completion of their pregnancy leave or parental leave.

Regardless of the length of the temporary vacancy resulting from the employee on pregnancy or parental leave being awarded the position, the employer reserves the right to either post the temporary position or assign an employee to the temporary position.

- 11.02(a) The Employer shall forward a copy of all job postings by email to all employees. Such job postings will consist of the following:
- (1) job posting number
  - (2) job title
  - (3) job classification
  - (4) salary range
  - (5) commencement date where possible
  - (6) date and time job posted
  - (7) last date and time for application
  - (8) all job postings must have a job description available or attached
  - (9) explanation for posting

11.02(b) The Employer shall forward a copy of all job posting responses to all employees, and such job postings responses will consist of the following:

- (1) job posting number
- (2) job title
- (3) job classification
- (4) salary range
- (5) name of successful applicant
- (6) if required, the Chief Steward may request the names of unsuccessful applicants in seniority order

11.02(c) Job postings not filled within one (1) month shall become redundant. Successful applicants shall be moved to their awarded positions within twenty (20) working days from the effective start date of the position. On the 21<sup>st</sup> day the employee shall receive entitlements and wage increments. Such time may be extended upon mutual consent of the parties to the agreement. Consent will not be unreasonably withheld.

11.02(d) The Employer will provide the Union with the formula and any changes in the formula to calculate part time hours into a full time seniority date. Each time a part time employee is awarded a permanent full time position the Employer will provide the Union with a summary of the hours worked since the date of the last seniority list. If the summary is not challenged within 30 calendar days it shall be deemed correct.

11.03 In all cases of promotions, layoffs, demotions as in Article 11.03 (4) and recall, the following procedure shall apply:

1. (a) All such vacancies **below job Class F** shall be filled by the senior applicant who meets the minimum qualifications on the job posting.
- (b) All such vacancies in Job Class F and above shall be filled according to the following factors:
  - i) seniority;
  - ii) skill, efficiency, experience and reliability.

Where the factors in (ii) are relatively equal, seniority will govern provided the applicant meets the minimum qualifications on the job posting.

2. For all vacancies, if there are no applicant has met the minimum qualifications for the position, then management reserves the right to fill the position from any source without restriction.
3. The Employer agrees to provide training to each successful job posting applicant. This training shall be designed to teach the applicant the skills and to acquire the knowledge necessary to successfully fill that position.
4. The applicant's performance shall be assessed from time to time as required by their supervisor or management. Any problem concerning the performance and/or ability shall be discussed with the employee who shall be advised of their right to be accompanied by a Union Officer. If the candidate is unsuccessful in learning the job requirements within the required time frame, the Employer will retain the right to transfer the person to their former position.

5. (a) For all vacancies, if the person applying for a posted position decides not to hold the position or proves unsatisfactory and all other applicants are not qualified, prove unsatisfactory or are unwilling to hold the position, management may select the person to fill the position from within the bargaining unit, by a person who has the minimum qualifications without further posting. In the event that the position is not filled from within the bargaining unit by a person who has the minimum qualifications, management may then proceed to hire from outside.
  
6. An employee accepting a temporary position for a specified period of time shall remain in that position until completion of the time period as stated in the posting. This article does not restrict the employee from applying for and accepting a Temporary position at a higher rate of pay or a permanent position provided that the Employer may:
  - (a) Fill the balance of the temporary position from within the bargaining unit at its discretion; or
  - (b) Retain the employee in the temporary position for the balance of the period and temporarily fill the permanent position from within the bargaining unit at its discretion until the employee has completed the balance of the temporary position.
  
7. (a) Any employee moving from a permanent full-time to a permanent part-time position or from a permanent part-time position to a permanent full time position shall remain in that new position for at least twelve (12) calendar months and shall not be eligible for any other job openings during that twelve (12) month period unless the position would result in a promotion to a higher job class for the employee.
  
- (b) An employee will not be allowed to apply for a lateral transfer (lateral transfer shall mean from same job title to same job title) or to a job of a lower classification unless they provide legitimate written reasons on their application.  
The parties agree that some acceptable legitimate reasons for these transfers would be:
  - to allow an employee an opportunity for significant financial gain, or
  - an opportunity for career development, or
  - a personal need to change branches and/or departments.
  
- (c) An employee, in the case of a permanent lateral move, may **not** bid on another position for twelve (12) months, except when successfully applying for a position in a higher job class or when applying to move from permanent part time to permanent full time. Employees applying for a lateral transfer shall not be allowed to revert as per Article 11.04

11.04 An employee promoted to a higher job class or changing to another job shall be on probation for a period of three (3) months during which time the employee shall have the right to revert to their former position and salary. Notwithstanding the foregoing, an employee who accepts another position and is subsequently displaced as a result of

an employee exercising their rights under Article 2.02 shall have up to six (6) months to return to their former position.

An employee must have a legitimate reason to revert to their former occupation and if they do revert, they will be restricted from applying on other postings for a period of twelve (12) months from the date they revert.

- 11.05 An employee promoted to a higher job class shall drop their existing increment date and shall start a new increment period on the date they commence working in the new position.
- 11.06 A temporary job shall not exceed six (6) months duration. This restriction shall not apply to pregnancy leave or illness replacements. There shall be no lateral transfers between temporary positions.
- 11.07 Notwithstanding Article 11.01, the Employer may, without posting, fill temporary vacancies for a period not exceeding thirty (30) working days and shall notify the Union when doing so. In all cases where the Employer has knowledge that the duration of the vacancy exceeds 30 working days, the vacancy shall be posted in accordance with Article 11.01. Such a period may be extended by agreement of the parties.
- 11.08 The Union and employee(s) shall be given fourteen (14) calendar days notice of any lay-off, and the Union shall be given a list of the employees to be laid off.
- 11.09 An employee promoted from one job to another job in a higher job class shall receive an increase in salary of one increment or the starting rate, whichever is greater.
- 11.10 (a) An employee temporarily transferred by a supervisor to a job in a higher job class for a full day shall receive an increase in salary of one increment for that day or the starting rate for that job, whichever is greater, for each successive hour in that job class.
- (b) After commencing a transfer to a higher rated occupation, an employee who then is off work due to sickness, vacation or a statutory holiday, will receive the replacement rate provided in Article 11.10 (a) subject to the employee having an entitlement to such a benefit.
- (c) In the event that a temporary job exceeds six (6) months in duration, upon completion of the six (6) month period, the employee will be entitled to progress along the wage scale for that job class in accordance with Article 24. At the termination of the temporary job the employee will be returned to their previous job and also their previous position on the wage scale.
- (d) Employees who are working in a temporary position for more than one continuous year and who are successful in obtaining a permanent position that is the same as the temporary position in which they were working immediately prior to obtaining the permanent position, are entitled to retain the increment date in effect in the temporary position.

#### Severance Pay

- 11.11 A permanent employee (full time or part time), with at least three (3) years continuous service from date of hire, who is laid off for a period of six (6) months by Management decision due to such causes as more efficient operation, change or elimination of process, or lack of business, shall be entitled to severance pay.

- 11.12 Any employee electing to receive such severance pay shall forfeit his/her rights to recall and will be considered terminated. Recall rights shall automatically terminate as per clause 11.11, therefore, severance pay must be paid immediately following such termination of recall rights.
- 11.13 Severance pay shall be two (2) weeks pay for each year of an employee's service to a maximum of twenty six (26) weeks. Severance pay will not be paid to employees who resign, are discharged or who choose to become casuals.
- 11.14 If an employee is recalled to work before a severance payment is issued, no such payment will be made. Any employee refusing a recall shall forfeit their right to severance pay.
- 11.15 If an employee is rehired after having received severance pay, they will, as of the date of return, commence a new period of employment.
- 11.16 Employees who have been off the payroll due to a bonafide disability for a minimum of twenty four (24) months, where by agreement between the Union, the employee and the Employer that there is no likelihood of returning shall, upon mutual agreement, be entitled to a severance package equal to two (2) weeks pay per year of continuous service to a maximum of twenty six (26) weeks.
- 11.17 It is understood and agreed that all amounts payable pursuant to Articles 11.11 to 11.17 are inclusive of, and not in addition to, any and all severance pay entitlement that an employee may have pursuant to the provisions of the *Employment Standards Act 2000*, as it may be amended from time to time.

#### ARTICLE 12.00 LEAVE OF ABSENCE

- 12.01 The Employer may grant a leave of absence without pay and without loss of seniority to an employee requesting such leave for a good and sufficient cause. Applications for leave of absence shall be in writing and where possible shall be made at least two months prior to the date such leave commences. It is the employees' responsibility to receive approval from the insurer for continuation of benefits during such leave requests.
- 12.02 Pregnancy and Parental/ Adoption Leave  
The Employer shall grant to the employee a leave of absence for pregnancy and parental/**adoption** leave as provided in the Employment Standards Act. Further, the following provisions will apply:
- (1) There shall be no accumulation of sick leave.
  - (2) The timing of wage increment dates shall not be affected by a pregnancy or parental leave.
  - (3) It is understood and agreed that such employee will notify their Supervisor in writing one (1) month in advance of the expiry of such leave of their intention to return to work.
  - (4) All **non-birth parent** employees shall be granted **two (2)** day leave of absence for the birth of **their** children. Where the day of birth falls on a scheduled working day for the employee, **they** shall be paid at the rate of **two (2)** day's pay.
  - (5) Employees shall be entitled to a leave of absence without pay and without loss of seniority to a maximum of one week taken at the employee's discretion some

time following the birth of his children.

- (6) **An Employee, prior to pregnancy leave who is required to be on sick leave shall participate and submit forms as per Article 16.06. Forms submitted to our third party must be completed by a physician (submissions by a Mid Wife are not acceptable).**

12.03 An employee who has been selected by the Union to attend Union conventions or conferences shall be granted leave of absence without pay and without loss of seniority for the time actually required to attend such conferences or conventions unless such leave would unduly interfere with the Employer's operations. The Union will inform the Employer as far in advance as possible of the names of such delegates.

12.04 Bereavement Leave

- (a) A permanent employee will not be required to attend work for up to the period of consecutive / non consecutive working days following the death of such person as specified below. The employee will not suffer any reduction in pay as a result of his/her non-attendance at work under such bereavement leave. This bereavement allowance shall be equivalent to the day's pay for the attendance of a funeral or celebration of life.
- (b) If the deceased relative is the Employee's parent, stepparent, spouse, child, stepchild, brother or sister, grand-children; **mother-in-law, father-in-law** five (5) days.
- (c) If the deceased relative is the Employee's **niece, nephew, grandparent, grandmother-in-law, grandfather-in-law, brother-in law or sister-in-law;** three (3) days.
- (d) If the deceased relative is the Employee's aunt/uncle; two (2) days.
- (e) When the employee can substantiate that additional time is required to attend a funeral, permission may be granted, by the Employer and (if so), such time will be charged to the Employee's accumulated sick time benefits.
- (f) A permanent employee shall be granted a compassionate leave of up to a maximum of two (2) scheduled working days per calendar year for the purposes of attending to, or assisting with, an immediate family member with a serious illness. Such leave shall be deducted from the employee's accumulated sick leave benefits.

**Immediate family for the purposes of 12.04(f) shall mean those as identified in 12.04 (b).**

12.05 Jury Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror. The Employer shall pay such employee the difference between their normal earnings and the payment they receive for jury service excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

## ARTICLE 13.00 VACATIONS

- 13.01 An employee accepting permanent full-time employment may book vacation in the next calendar year in accordance with the following provisions. Earned vacation pay shall be calculated as a percentage of their normal vacation entitlement based on the number of days worked in the previous year versus a two hundred and sixty (260) day work year. For the purpose of calculating this percentage, all paid days shall be considered work days. In each succeeding year, employees shall be deemed to have a starting date for vacation purposes, of January 1 of the year in which they become permanent full-time employees.
- 13.02 As of January 1 of each year, employees with less than two (2) years of continuous service shall be entitled to two (2) weeks vacation with two (2) weeks pay.
- 13.03 As of January 1 of each year, employees with two (2) but less than five (5) years of continuous service shall be entitled to three (3) weeks vacation with three (3) weeks pay.
- 13.04 As of January 1 of each year, employees with five (5) years but less than thirteen (13) years continuous service shall be entitled to four (4) weeks vacation with (4) weeks pay.
- 13.05 As of January 1 of each year, employees with thirteen (13) years but less than twenty (20) years continuous service shall be entitled to five (5) weeks vacation with five (5) weeks pay.
- 13.06 As of January 1 of each year, employees with twenty (20) years or more of continuous service shall be entitled to six (6) weeks vacation with six (6) weeks pay.
- 13.07 As of January 1 of each year, employees with twenty-nine (29) years or more of continuous service shall be entitled to seven (7) weeks vacation with seven (7) weeks pay.
- 13.08 Notwithstanding the other provisions of this article, part-time employees may schedule vacation without pay as follows. The part-time employees accumulated hours as of January 1 of each year shall be divided by one thousand eight hundred and seventy two (1,872) hours in order to reach a full-time equivalent in years. The part-time employee shall then be entitled to the following vacation without pay.
- (a) All part-time employees may schedule up to three (3) weeks vacation without pay.
  - (b) Employees with the full-time equivalent of six (6) years service as of January 1 of each year may schedule an additional one (1) week of vacation without pay.
- 13.09 **The annual vacation schedule shall be accomplished in four (4) separate rounds and in order of seniority. There is no distinction between full time and part time for seniority within this Article. For all employees, seniority shall be determined as per the permanent start date outlined in the respective seniority lists.**



**In the first round, employees will book two (2) weeks of vacation in order of seniority. This first round shall be submitted to the employee's supervisor by January 15th each year. A maximum of one week may be chosen where the weekly unit contains a statutory holiday.**

**In the second round, employees will book another two (2) weeks of their vacation entitlement in order of seniority. The second round shall be submitted to the employee's supervisor by February 15th each year. A maximum of one week may be chosen where the weekly unit contains a statutory holiday.**

**In the third round, employees shall book the remainder of their vacation entitlement, in weekly units, in order of seniority. The third round shall be submitted to the employee's supervisor by March 1st each year.**

**In the fourth round, employees shall book the remaining single days in order of seniority. The fourth round shall be submitted to the employee's supervisor by March 15th each year.**

**The Employer will confirm in writing by March 1st whether vacation weekly units have been approved based on operations requirements. For all additional vacation requests the employer will respond in writing within two (2) business days. Vacation requests will not be unreasonably denied.**

**Vacations not scheduled as above shall be scheduled on a first come/first served basis by agreement between the employee and their manager.**

**Starting September 1st, applications for vacations in the first quarter of the following year will be received and will be granted on first come/first served basis. Approval will be in writing within ten (10) days or less. Vacation choices in the first quarter shall not be considered as the employee's first round pick. Additional time off for part-time employees may be obtained in accordance with Article 12.01.**

**When an employee moves from one department/branch to another, effort will be made to accommodate vacation time previously approved in another department.**

**Part time employees must take a minimum of two (2) weekly units.**

**Should an employee take longer than 48 hours to schedule their turn during the vacation rounds, they shall forfeit their turn during the said round. Employees who will be absent during rounds will have the responsibility to submit their requests to their leaders identifying their first, second and third choice picks. Alternatively, employees may utilize online access to the scheduling program.**

**Should an employee not schedule their vacation as per the above prior to September 1st, management will schedule remaining vacation based on business requirements.**

13.10 **Applications for vacation shall be made in weekly units. Weekly units are defined as five (5) vacation days, Monday to Sunday inclusive and two (2) consecutive days off.**

**When a statutory holiday falls within a weekly selection for vacation, the extra day(s) of vacation shall be applied for after all regular weeks of vacation have been scheduled.**

**Employees who cancel a weekly unit of vacation must reschedule a weekly unit within 2 weeks of cancelling such. Weekly units that become available shall be offered in order of seniority as a weekly unit. if no weekly unit is booked, an employee may schedule as single days.**

13.11 Part-time employees transferred to full-time will retain their seniority for vacation purposes based on the number of hours worked (1872 hours equals one year).

13.12 Part-time employees with less than two (2) years of service shall receive four percent (4%) of their **current gross earnings paid on each pay.**

13.13 Part-time employees with two (2) but less than five (5) years of service shall receive six percent (6%) of their **current gross earnings paid on each pay.**

13.14 Part-time employees with five (5) or more years of service shall receive six percent (6%) of their **current gross earnings paid on each pay.**

13.15 For the purpose of granting vacation, seniority and departments shall be considered. Conflicting requests prior to the deadlines in Article 13.09 shall be resolved by seniority.

Department 1	Sault Area (Second Line and McNabb)
Department 2	<b>Special Services - Finance</b>
Department 3	Collections Department
Department 4	<b>Special Services– Credit (includes Mortgage and CCO)</b>
Department 5	Saugeen Region (Durham, Chesley, Elmwood)
Department 6	True North Hub
Department 7	Wawa
Department 8	Elliot Lake
Department 9	North Bay
Department 10	Timmins
Department 11	Algoma East (Richards Landing, Thessalon & Iron Bridge)
Department 12	Chapleau
Department 13	Hornepayne
Department 14	North East (Kirkland Lake, Englehart)
Department 15	Sudbury Area (Long Lake, Garson, Capreol, Coniston)
Department 16	Ottawa Valley (Pembroke, Petawawa, Deep River)
Department 17	Arnprior
Department 18	Barry's Bay
Department 19	Eganville
<b>Department 20</b>	<b>Human Resources</b>

In order to maintain the necessary level of service, a maximum of 25% of the bargaining unit employees for any particular department may be on vacation at any one time.

- 13.16 Vacations shall be taken within the calendar year following the year for which they are earned. Vacations shall not be carried forward except with the approval of the Chief Executive Officer. Any unused vacation not carried forward will be paid in lieu of vacation.
- 13.17 Continuous service shall be expressed as a date and shall be equal to the employee's full time seniority date or adjusted full time seniority date in accordance with Article 10.02. Continuous service shall be reduced and an adjusted continuous service date shall be established for the purpose of vacation pay entitlement for any leave in excess of sixty (60) days excluding pregnancy leave.
- 13.18 Part time employees transferring to a permanent full time position shall **start accumulating vacation as per** Article 13.15, such vacation hours to be scheduled in accordance with Article 13.
- 13.19 If, during an employee's vacation, there should occur a serious illness or accident requiring hospitalization or confinement to bed for a period of five (5) days or more, which is verified by a medical physician's note; sick leave may then be substituted for vacation (Refer: C-2.4 Attendance and Paid Sick Leave policy). Similarly, if an employee provides acceptable documentation regarding entitlement to Bereavement Leave, such leave may also be substituted for vacation (Refer: C-2.7 Bereavement Leave policy). The resulting vacation would then be rescheduled at a subsequent, mutually convenient date.

#### ARTICLE 14.00 PAID HOLIDAYS

- 14.01 The following holidays shall be recognized as time off with pay for all employees:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

If any paid holiday falls on a Saturday or Sunday, observance of such holiday shall be on either the previous or following working day. Every employee shall be granted time off with pay at their regular rate of pay in respect to a paid holiday unless the employee:

- (1) is required to work on a paid holiday and does not work, or;
- (2) does not work their last scheduled shift prior to, or their first scheduled shift after the paid holiday unless the employee was off work on paid sick leave or with permission, or;
- (3) is on lay-off on a paid holiday, or;
- (4) is on leave of absence without pay for a period of thirty (30) calendar days or more.

All permanent employees as of January 1st of each year shall be entitled to personal day(s) with pay as specified below. The scheduling of the personal day(s) may be scheduled at any time during the year, however shall be agreed to between the employee

and the supervisor so as not to interfere with the operation of the branch or department. Approval shall not be unreasonably withheld. The employees shall be paid for the number of hours the employee would have been paid had the employee worked on that day.

Personal Days are for the accommodation of personal appointments or family commitments that arise periodically, or to be utilized for circumstances beyond an employee's control, not additional vacation days.

- (a) Employees who have completed their probationary period will be allowed two (2) personal days per year, to be taken at a mutually agreeable time. It is understood that such days are not in addition to the ESA paid emergency leave.
- (b) If by December 1 in any year, the personal leave day has not been taken or scheduled to be taken, then the employer will at its sole discretion schedule the day at any time prior to the end of the year.

14.02 Employees who work on any of the above holidays will be paid at time and one-half the employee's regular rate in addition to their holiday pay.

14.03 If a statutory holiday falls during a time when an employee has scheduled vacation, that employee will be granted a day off at another time agreeable between the Employer and the employee.

#### ARTICLE 15.00 INSURED BENEFIT PLANS

The plan applies to both full time and part time employees who are eligible, that is, who have been employed as a permanent employee for six (6) months. This is a mandatory plan, should an employee fail to return required forms, such employee will be added to the benefit plan as a single coverage employee and it will be their responsibility to return the appropriate forms for changes. This Plan includes coverage for children who are entirely dependent on the employee for financial support and are not married or in any other formal union recognized by law and are under the age of twenty one (21). The coverage shall continue for dependent children as defined above, to age twenty (25) years if attending an educational institution as recognized under the Income Tax Act (Canada) as a full time student.

Eligibility for benefits for those Employees over 65 will be determined exclusively by the terms of policies of insurance in place between the employer and the insurer.

15.01 (a) It is agreed that full-time employees covered by this Agreement shall be covered with the Provider's Long-Term Disability Plan, one hundred percent (100%) of such premiums paid for by the Employer

In the event of an extended illness, employees must apply for Long Term Disability previous to the one hundred and twenty (120) calendar day waiting period.

The Credit Union agrees to allow an employee to return to work or resume normal employment duties after an extended absence upon receipt of a medical doctor's certificate approving return to the employee's normal duties subject to any intervening layoff. The certificate shall be provided one week in advance to allow time for reorganization of work to accommodate the employee's return.

- (b) It is agreed that part-time employees covered by this Agreement shall be covered with the Provider's Long Term Disability Plan with coverage to a maximum of nine hundred and fifty five dollars (\$955.00) per month by way of employee payroll deduction and one hundred percent (100%) of such premium shall be paid by the Employer.
- 15.02 (a) It is agreed that all full-time employees covered by this agreement shall be covered by a life insurance plan in the amount of two (2) times the basic salary and the Employer shall pay one hundred percent (100%) of the benefit premium.
- (b) It is agreed that part-time employees covered by this Agreement shall be provided with the Provider's Life Insurance Plan providing life coverage of \$25,000. Increase to \$50,000 within 3 months of ratification.
- 15.03 It is agreed that all full-time employees covered by this Agreement shall be provided with a dental benefit plan, one hundred percent (100%) of the benefit premium to be paid by the Employer at the current ODA Schedule of Fees. This plan includes dependent this plan includes those dependent children as defined in the preamble of this Article 15.
- 15.04 It is agreed that all full-time employees covered by this Agreement shall be provided with a comprehensive medical benefit plan, one hundred percent (100%) of the benefit premium to be paid by the Employer, which consists of:
- (a) Drug Plan  
Generic Substitution to Mandatory Generic  
Reformulary (list of similarly-effective drugs)  
Drug card co-payment from \$3.00 to \$7.00  
Implement annual drug cap to a maximum of \$10,000 per year.
- (b) Vision Care Plan providing up to \$325 every two (2) years for each family member. These plans include dependent coverage for children from age 18 to 25 years, while in full time attendance at an accredited high school, university or college.
- (c) Out patient services in a hospital, and the difference between the cost of a ward and a semi-private hospital room up to a maximum of two hundred dollars (\$200) per day.
- (d) Major dental procedures providing coverage up to eighty percent (80%) of the eligible expenses and procedures for bridges and standard dentures.  
Reduce 8 scaling units to 6 per year.
- (e) As per the Benefit Plan Book change combined benefit from \$500.00 to \$600.00 for Extended Health Care.
- 15.05 It is agreed that permanent part-time employees shall be eligible for coverage under the above-noted benefit plans. The Employer agrees to pay one hundred percent 100% of the cost of each plan. Further, part-time employees who do not apply for benefit coverage at the time of their employment and who later determine that they wish to receive the benefits, will be allowed to apply but shall be subject to satisfying any eligibility requirements or waiting periods as determined by the carrier.

- a) Drug Plan:
  - Generic Substitution to Mandatory Generic
  - Reformulary (list of similarly-effective drugs)
  - Drug card co payment from \$3.00 to \$7.00
  - Implement annual drug cap to a maximum of \$10,000 per year.
- b) Vision Care Plan providing up to \$325 every two (2) years for each family member. These plans include dependent coverage for children from age 18 to 25 years, while in full time attendance at an accredited high school, university or college.
- c) Out patient services in a hospital, and the difference between the cost of a ward and a semi-private hospital room up to a maximum of two hundred dollars (\$200) per day.
- b) Major dental procedures providing coverage up to eighty percent (80%) of the eligible expenses and procedures for bridges and standard dentures.  
Reduce 8 scaling units to 6 per year.  
**Increase Part-Time Benefit year maximum from \$750 to \$1000**
- e) As per the Benefit Plan Book change combined benefit from \$500.00 to \$600.00 for Extended Health Care.  
**Ext. Health Plan – Registered Massage Therapy increase from \$100 to \$300**

15.06 The Employer shall have the right to select and change the carriers for such plans provided there is no reduction of the level of benefits. All refunds, reductions in premiums, dividends, etc., shall become and remain the sole property of the Employer.

15.07 Upon an employee's eligibility for benefit coverage, the Employer shall provide the employee with the latest available booklet(s), or in other formats as available from the benefit carrier, outlining the benefit features as supplied by the carrier.

15.08 An employee shall cease to be covered for benefits immediately on termination of employment or when an employee is no longer in receipt of wages for thirty (30) consecutive days except where:

An employee is off work due to sickness for up to one hundred and nineteen(119)calendar days, or

An employee is in receipt of Long Term Disability Benefits, or

An employee is off work on an approved leave of absence, provided however, that by mutual agreement, leaves of absence may be granted subject to benefits not being provided.

Notwithstanding the other provisions of this article, an employee who at the time of their retirement whose age and consecutive years of service are equal to or greater than eighty (80) may elect to continue their insured benefit coverage at their own cost excluding Long Term Disability (LTD) or out of country medical coverage.

## ARTICLE 16.00 SICK LEAVE

- 16.01 The provisions of this Article shall cover all employees absent from work for the purpose of attending appointments with a certified, licensed medical practitioner as well as absences from work, as a result of personal disability caused by accident or sickness.
- 16.02 Sick leave shall not be paid to employees with less than three (3) months service, however, upon completion of three (3) months service such employees shall be credited with ten point eight (10.8) hours per month from the date of employment. For the purposes of this Article, a full day's absence is deemed to be the amount of hours scheduled for that day.
- 16.03 Such sick leave to be cumulative but in no case shall such sick leave credit exceed a period of one thousand, two hundred and ninety six (1,296) hours.
- 16.04 The length of service shall be calculated from the date of employment and such service shall be continuous from said date of employment.
- 16.05 No employees shall draw during their active service with the Employer accumulated sick leave benefits if their absence from work is not due to personal illness and/or health related activity as listed in Article 16.01. No employee on paid sick leave may take up employment with another employer.
- 16.06 Employees as requested by the Employer on sick leaves greater than 2 weeks shall participate in our Attendance Support program as provided by an independent third party. All medical information shall be confidential and between the employee, their physician and our third party provided to assist the employee in a safe and healthy return to work.
- 16.07 Cumulative sick leave credits shall not be earned:
- a) for leaves of absence of more than thirty (30) consecutive days, or
  - b) by any employee whose sick leave credits have expired.
  - c) sick leave credits shall not be earned by employees on paid sick leave in excess of thirty (30) consecutive days.
- 16.08 An employee who is on sick leave must apply for Long Term Disability (LTD) on or before sixty (60) calendar days; and will if the claim is accepted, be eligible for LTD benefits, but not sick leave benefits, after one hundred and nineteen (119) calendar days. **Employees who have submitted as per 16.06 may not be required to complete additional forms based on the benefit carrier's requirement.**
- 16.09 All employees shall schedule their medical and dental appointments outside of their regular working hours where possible and otherwise at either the beginning or end of the work day whenever possible so as to reduce the disruption of the daily work flow.

## ARTICLE 17.00 BULLETIN BOARDS

- 17.01 **The Union shall have the use of the intranet for posting of notices relating to Union business.**

## ARTICLE 18.00 STRIKES AND LOCKOUTS

- 18.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The words strikes or lockouts shall be as defined in the *Ontario Labour Relations Act*.

## ARTICLE 19.00 PART-TIME EMPLOYEES

- 19.01 Part-time employees shall be entitled to their increment increase in accordance with Article **24.00**.
- 19.02 Part-time employees shall be entitled to all benefits of this agreement where applicable.
- 19.03 Part-time employees shall be entitled to paid holidays and sick leave on a pro-rata basis in accordance with hours worked.

**Part time employee that is normally scheduled to work on a paid holiday shall receive the maximum of the ESA by calculating average scheduled hours for the statutory holiday or the regularly scheduled number of hours for that particular day.**

An employee who has an irregular work schedule shall receive the following pro-rated pay;

Formula for pro-rating of paid holidays:

Number of hours worked in the previous two (2) completed pay periods divided by one hundred and forty-four (144) equals percentage, times the number of hours in the holiday, which equals hours paid.

Pro-rating of sick time:

Number of hours worked in the month divided by one hundred and forty-four (144) times ten point eight (10.8), equals the number of sick hours earned.

- 19.04 Part-time: The Employer agrees that it will, wherever practical, use full-time employees in the operation of its business. The Employer agrees to co-operate with the Union in scheduling part-time employees to satisfy wherever possible matters such as split shifts, seniority, etc.
- 19.05 Employees required to work a full day shall receive an unpaid lunch period of one hour and two (2) fifteen (15) minutes paid breaks.

Part time employees working six (6) hours or more but less than a full day shall receive a half hour paid break.

Part time employees working five (5) hours but less than six (6) hours shall receive a half hour break consisting of fifteen (15) minutes paid and fifteen (15) minutes unpaid.

Part time employees working three (3) hours but less than five (5) hours shall receive a fifteen (15) minute paid break.

**Breaks will be scheduled as close as possible to the mid-point of scheduled hours. Such paid or unpaid breaks are not to be added to extend lunches or at end of day.**



19.06 Part time hours within each job title at each branch or department will be scheduled in accordance with the following guidelines:

- (i) Hours available for part time employees will be scheduled with a view to balancing weekly hours among part time employees recognizing that:
  - Precise equality is not required by this clause
  - All part time employees are not available for the same number of hours or days
  - The junior part time employee will not normally be scheduled for more weekly hours than an equally available senior part time employee.
- (ii) Full time vacancies known before the schedule for the week is posted will be offered in order of seniority prior to finalizing the schedule and part time hours will then be offered as in (i).
- (iii) Hours offered but not accepted shall be assigned and must be worked in reverse order of seniority.

Temporary increases in hours for part-time employees, up to three (3) weeks, shall be assigned to employees at the branch where the increase occurs. However, where any situation arises which it is known will result in an increase in part-time hours for a period in excess of three (3) weeks, the senior part-time employee will be offered the opportunity to transfer to the position where the excess hours exist.

19.07 Part time shifts will be a minimum of three (3) hours.

#### ARTICLE 20.00 TECHNOLOGICAL CHANGE

20.00 In the event changes are required due to technological change, the Employer agrees to discuss the proposed changes with the Union prior to implementing such changes. Any jobs created by such technological change shall be posted in accordance with the provisions of this Agreement. The Employer agrees to notify the Union of any changes affecting staff sixty (60) days prior to such changes. No additional employees shall be hired by the Employer until employees affected by technological change have been notified of the proposed technological change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

#### ARTICLE 21.00 CAR ALLOWANCE

21.00 Any employee required to use their personal vehicle for company business will be compensated at the board approved rate as set out by Corporate Policy with prior management approval and shall be amended from time to time.

#### ARTICLE 22.00 TERMINATION CLAUSE

22.01 This Agreement shall be effective **January 1, 2020** and shall remain in effect until **December 31, 2022**. Either party to this Agreement may, not more than one hundred and twenty (120) days or less than thirty (30) days prior to the expiry date of this Agreement, indicate in writing their intention to amend this Agreement.

- 22.02 Unless either party advises in writing the other party's intention to amend the present Agreement, then this Agreement shall continue in effect for a further one (1) year period without change and so on from year to year.
- 22.03 The parties further agree that following notification from either party to the other one, they shall submit to each other their respective proposed amendments within thirty (30) days.

ARTICLE 23.00 LIST OF JOBS COVERED BY THIS AGREEMENT

<u>Job Class</u>	<u>Job Title</u>
F	Collection Officer, <b>Special Services- Finance, Special Services – Credit (CCO and Mortgage)</b> , Branch Concierge, Member Solutions Specialist
I	Sales Advisor, <b>Branch Representative – Collections, Training Associate</b>

- 23.01 The Employer agrees that it will provide the Union with a copy of the graded position description for all new, existing and changed positions for which the Union is the bargaining agent. (It is recognized by the parties that from time to time job grades may be noted on the job description as under review).
- 23.02 In the event that a new position is created, or an existing position is reclassified, the Employer will assign a job grade to that new or reclassified position which will go into effect at the time of creation or reclassification. The Employer will advise the Union, in writing, of the job grade that it has assigned. The Union will be allowed to make representations, in writing, to the Employer within ten (10) working days of receipt of the job grade notification. If no representations are received within the said ten (10) working days, the job grade assigned will be confirmed as agreed.
- 23.03 If agreement cannot be reached on the job grade assigned within the time frame established in 24.02, either party may refer the matter to grievance and arbitration commencing at Step II. Any arbitrator appointed will have jurisdiction to determine the appropriate job grade for the new or reclassified position based on a comparison to other job grades for positions covered by the Collective Agreement.
- 23.04 In cases involving reclassification of an existing position, if the job grade ultimately determined is lower than the job grade for the position before reclassification, incumbents in the position will be red circled until the reclassified rate catches up to the red circled rate.
- 23.05 In cases involving reclassification of an existing position, if the job grade ultimately determined is higher than the job grade for the position before reclassification, incumbents shall be retained in the reclassified position without posting.

ARTICLE 24.00 WAGE SCALE

- 24.01 All new employees entering the bargaining unit as a result of a merger or amalgamation shall be assigned to a job classification within the bargaining unit. Such employees shall either enter the wage scale (Schedule "A") at the starting wage rate for the assigned job classification and shall progress in accordance with the wage scale, or shall be paid their pre-merger or amalgamation salary, whichever is higher.

In the event the pre-merger or amalgamation wage rate is higher than the maximum rate for the assigned job classification, the employee will be paid the maximum rate based on such classification.

24.02 All new employees (**including temporary employees**) shall start in the starting salary as indicated under their job class and increments will be earned as follows:

- (a) First increments after completion of six (6) calendar months of employment and having worked at least four hundred and forty (440) regular hours.
- (b) Second increment after completion of a further six (6) calendar months of employment and having worked at least four hundred and forty (440) regular hours during that time.
- (c) Third increment after completion of a further six (6) calendar months of employment and having worked at least four hundred and forty (440) regular hours during that time.

24.03 Employees being cross-trained (trained on a job with another person) shall be paid at the rate of the position they regularly hold.

24.04 The Employer agrees to make the “Platinum” package of services available to all employees as a benefit at no cost to the employee.

**Wages**

**Schedule A**

**January 1<sup>st</sup>, 2020 – 2%**

Job Class	Start	6 Mos	12 Mos	18 Mos
F	\$23.39	\$24.18	\$25.00	\$25.83
I	\$25.83	\$26.64	\$27.46	\$28.31

**January 1<sup>st</sup>, 2021 – 1.5%**

Job Class	Start	6 Mos	12 Mos	18 Mos
F	\$23.74	\$24.54	\$25.38	\$26.22
I	\$26.22	\$27.04	\$27.87	\$28.73

**January 1<sup>st</sup>, 2022 – 1.5%**

Job Class	Start	6 Mos	12 Mos	18 Mos
F	\$24.10	\$24.91	\$25.76	\$26.61
I	\$26.61	\$27.45	\$28.29	\$29.16

ARTICLE 25.00 HEALTH AND SAFETY

25.01 The Employer, the Union and all employees agree to co-operate in maintaining a safe and healthy place of work. Further, the Employer and the Union agree to carry out all of the duties and obligations as provided within the Occupational Health and Safety Act and its regulations. Two (2) representatives appointed by the Union and two (2) representatives appointed by the Employer shall serve on the Joint Health and Safety Committee and the Union and Employer representatives shall determine who their respective co-chairs will be. Any matter relating to health and safety which is raised in writing with a supervisor and is not dealt with in a timely manner may be referred to the Joint Health and Safety Committee in writing. A meeting to discuss the matter will be convened by the Joint Health and Safety Committee within five (5) working days of the receipt of such letter. The parties will make every reasonable effort to resolve the matter. The employer will be advised of any recommendations made by the Joint Health and Safety Committee and shall respond in writing within twenty-one (21) days.

The Employer shall not make any deductions from the regularly scheduled work hours of employees attending such meetings.

ARTICLE 26.00 PENSION PLAN

26.01 An Employee who has completed twelve (12) months of continuous service shall participate in the Canadian Credit Union-Employees Pension Plan as provided by the CUMIS Life Insurance Company.

Employees who participate in the plan will elect to contribute either one (1), two (2), or three (3) percent of regular straight time earnings by payroll deduction. Such option may be exercised or altered effective January 1 of each year.

For each Employee electing to contribute, the Employer shall make contributions to the plan in respect of such Employee as follows:

Employee Contribution as Percentage of Regular Straight Time Earnings	Employer Contribution as Percentage of Regular Straight Time Earnings
1%	2%
2%	4%
3%	6%

Notwithstanding the above, the Employer contributions for employees added to Northern Credit Union payroll as permanent employees after June 1, 2001 shall be as follows:

Employee Contribution as Percentage of Regular Straight Time Earnings	Employer Contribution as Percentage of Regular Straight Time Earnings
1%	1%
2%	2%
3%	3%

The Employer agrees to credit the employee Pension Plan every two (2) weeks.

**ARTICLE 27 – GENERAL**

27.01 Clothing Allowance “Employees that are required to wear NCU clothing shall receive an interest free loan to assist with purchases up to a maximum of \$1000.00.

27.02 Calculations of Seniority when Part-time employee is bidding or achieves a **Full-time position**

On the date a part-time employee will attain a full time position:

Take the total accumulated hours paid by the Employer or credited by pregnancy and parental leave at that date

Divide those hours by 1,872 (which equals 1 year)

Take this result (in years) and multiply by 365 days

Take this result (in days) and subtract these days from the date the full time positions will be attained to determine a full-time seniority date.

IN WITNESS WHEREOF the parties have duly executed this Agreement, signed this \_\_\_\_ day of \_\_\_\_\_, **2020**.

For COPE Local 26

For Northern Credit Union Limited

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LETTER OF UNDERSTANDING #1

The parties agree to keep the previous Article 2.00 on file as a Letter of Understanding in an effort to simplify the body of the collective agreement and for future reference.

ARTICLE 2.00 UNION RECOGNITION

2.01 The Employer recognizes the Union as the sole bargaining agent of all employees of the Northern Credit Union Limited, save and except President / CEO, SVP - Finance & Administration, SVP – Sales, Marketing and Channel Management , VP Human Resources, VP Information Technology, VP Sales Service, Chief Financial Officer, Director – Business Portfolio Management, Director – Channel Management, Director – Operations, Director Business Development, Director Credit, Director Human Resources, Director of Credit and Risk Services, Director of Sales Coaching, Director of Sales, Director, Sr. Manager-Innovation and Special Projects, Sr. Manager - Commercial Credit, Sr. Manager - Info Systems, Sr. Manager - Info Technology, Sr. Manager - Retail Credit, Sr. Manager - Wealth Mgt., Sr. Manager-Human Resources, Sr. Manager-Internal Audit, Accounting Supervisor, Administrative Assistant, Assistant Branch Manager, Assistant Corp Services, Assistant Wealth Mgt, Branch Manager, Business Development Mgr., Business Portfolio Manager, Sr. Mgr. - Corporate Services, Manager - Assistant Loan, Manager - Commercial Acct Jr., Manager - Consumer Credit, Manager - Internal Audit, Manager – Operations, Manager – Sales and Service Effectiveness, Manager Credit Insurance, Manager Info Systems, Manager Information Technology, Commercial Acct Manager, Commercial Credit Supervisor, Community Sales Manager, Compliance Officer/MF Adm., Controller, Credit Analyst – Retail, Credit Analyst-Recoveries, Credit Analyst-Small Bus., Database Supervisor, Financial Analyst, Graphic Designer, HR Assistant, Human Resources Manager, Indirect Lending Coordinator, Indirect Lending, Internal Auditor, Invest & Insurance Specialist, Investment Advisor, IT Infrastructure Architect, Marketing Coordinator, Marketing Manager, Marketing Supervisor, Mgr - Internal Audit & Risk, Network Supervisor, Operations-Administrator, Personal Financial Advisor, Programmer Analyst, Risk Mgt Coordinator, Small Business Acct Manager, Staff Auditor, Training Coordinator, and persons above those ranks.

Signed at Sault Ste. Marie, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, **2020**.

For the Union:

For the Employer:

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**LETTER OF UNDERSTANDING #2**

**ARTICLE 11 – PROMOTION, DEMOTION, TRANSFER, LAY-OFF AND RECALL**

The parties agree to keep the previous Article 11.00 on file as a Letter of Understanding in an effort to simplify the body of the collective agreement and for future reference.

11.03 In all cases of promotions, layoffs, demotions as in Article 11.03 (4) and recall, the following procedure shall apply:

- 1. (a) All such vacancies in Job Class E and below shall be filled by the senior applicant who meets the minimum qualifications on the job posting.
- (c) If no applicant for a vacancy in Job Class E and below has met the necessary conditions, then management reserves the right to select the most appropriate applicant from within the bargaining unit.

11.03 5. (a) For vacancies in Job Class E and below, if the person applying for a posted position decides not to hold the position or proves unsatisfactory and all other applicants prove unsatisfactory or are unwilling to hold the position, management may select the person to fill the position from within the bargaining unit, if possible, without further posting. In the event that the position is not filled from within the bargaining unit, management may then proceed to hire from outside.

- a personal need to change branches and/or departments.

(c) An employee, in the case of a permanent lateral move, may bid on another position at any time within the first six (6) months, then the employee must stay in that new position for twelve (12) months, except when successfully applying for a position in a higher job class or when applying to move from permanent part time to permanent full time. Employees applying for a lateral transfer shall not be allowed to revert as per Article 11.04

Signed at Sault Ste. Marie, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, **2020.**

For the Union:

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For the Employer:

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**LETTER OF UNDERSTANDING #3**

The parties agree to keep the previous Article 20.00 on file as a Letter of Understanding in an effort to simplify the body of the collective agreement and for future reference.

**ARTICLE 20.00 CASUAL EMPLOYEES**

- 20.01 Casual Employees shall mean all employees not regularly scheduled to work on a regular basis. Casual employees will not be used to displace part-time employees, or full time employees from their regularly scheduled hours or a temporary increase in straight time hours. The past practice of not giving overtime hours to a casual employee before giving them to a permanent employee will be continued.
- 20.02 Casual Employees shall not be eligible for health and welfare benefits and shall not accrue seniority.
- 20.03 In accordance with Article 10.03 the Employer will provide to the Union a list of all casual employees and their accumulated hours worked, whether those hours are casual, filling a temporary posted vacancy, or for the remainder of a temporary posted vacancy. All hours shall be credited for the following purposes:
  - (a) movement along the wage scale as in Article 24.
  - (b) upon attainment of permanent status, for the determination of seniority and for the purpose of determining vacation entitlement.
- 20.04 Casual employees shall receive 4% of their current gross earnings which will be accumulated and payable June 1<sup>st</sup> and December 1<sup>st</sup> each year as vacation pay.
- 20.05 Casual employees who fail to work within the proceeding twelve (12) months will be deleted from such list and shall no longer be employees.
- 20.06 It is further agreed that any present part time or full time employee who has been moved to Casual or may be moved to Casual in the future, and is subsequently returned to full time or part time status, shall maintain their seniority unless their employment is severed.
- 20.07 If a casual employee is the successful applicant to a permanent position the first three (3) months of employment shall be classified as a probationary period in accordance with Article 10.04.
- 20.08 The Employer agrees that it will not employ casual employees for the life of this renewal agreement. All current casual employees will become part time employees on the date of ratification of this renewal collective agreement.  
  
Their seniority will be said date of ratification, and their relative seniority standing will be determined in accordance with their total accumulative hours of work with the Employer.

Signed at Sault Ste. Marie, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, **2020**.

For the Union:

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For the Employer:

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**LETTER OF UNDERSTANDING #4**

The parties agree to keep the previous Article 24.00 on file as a Letter of Understanding in an effort to simplify the body of the collective agreement and for future reference.

**Article 24: List of Jobs Covered by this Agreement**

<u>Job Class</u>	<u>Job Title</u>
A	Receptionist
B	Commercial File Clerk, Credit Services Assistant
C	Data Entry Clerk, Accounting Clerk, Teller, Collection Clerk, Commercial Teller, Loans Clerk, PCA Clerk, Commercial Credit Services Clerk
D	Loan Clerk, McNabb Branch Head Teller, Branch Clerk
E	Full Time Branch Teller, Senior Loan Clerk
F	Collection Officer, Commercial Credit Officer, Financial Services Representative, <b>Special Services Representative</b> , DNA-Post Conversion Support, Branch Concierge, MIS Assistant
G	Branch Head Teller, Loan Officer
H	Financial Services Officer, Senior Commercial Credit Officer
I	Sales Advisor, Branch Representative, Branch Representative Operations

Signed at Sault Ste. Marie, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, **2020**.

For the Union:

For the Employer:

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**LETTER OF UNDERSTANDING #5**

**RE: CASH SHORTAGES**

The Employer shall continue its current practice of not requiring employees to make up cash shortages; nor will employees benefit from cash overages. Notwithstanding that, the parties agree that this practice will not restrict the employer's right to invoke disciplinary action for poor work performance and/or seek legal remedies which may include restitution where there is found to be criminal activity.

Signed at Sault Ste. Marie, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, **2020**.

For the Union:

For the Employer:

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## LETTER OF UNDERSTANDING #6

### Re: BUMPING RIGHTS FOR REDUNDANT POSITIONS

C.O.P.E. Local 26 and Northern Credit Union Limited hereby agree that in the event of a job becoming redundant, the bumping sequence shall be as follows. Employees shall exercise bumping rights in accordance with bargaining unit seniority, subject to the following options. At no time will an employee bump another employee with more seniority and at no time will a part time employee bump a full time employee.

Option#1- Within the Same Location: The employee may choose to bump the most junior employee within the same classification and status (status being full time or part time). Where no employee is more junior within that classification and status, the employee may bump the most junior employee of the same status in the job classes below. Where no employee exists that is more junior at the same or lower job classification and status, the employee may bump the most junior permanent part time person regardless of job classification, subject to the restrictions set out below regarding grade level “F and Above”.

Option#2- Within the Region: The employee may choose to bump the junior employee within the same status and within the same or lower job classification within their region.

The Regions are as follows:

Region 1- McNabb, Second Line, Richards Landing, Thessalon, Iron Bridge, Elliot Lake

Region 2 – Wawa, Hornepayne, Timmins, Chapleau, Kirkland Lake, Englehart

Region 3 - Coniston, Garson, Capreol, Long Lake, North Bay

Region 4 – Arnprior, Barry’s Bay, Deep River, Eganville, Pembroke, Pettawawa

Region 5 - Chesley, Elmwood, Durham

Where there is no employee in the same region in the same or lower job classification of the same status who is more junior, the employee may bump a junior part time person in the region, regardless of job classification, subject to the restrictions set out below regarding grade level “ F and Above”

Option #3 – Layoff: The displaced employee may choose layoff. The request to be laid off must be in writing. Such employee choosing layoff may apply for any job posting within six (6) consecutive months from the date of layoff. After six (6) months, the employee qualifies for severance pay as set out in Article 11. Employees receiving severance pay forfeit their recall rights and are considered terminated. As per the said severance pay provisions, if an employee is rehired after receiving severance pay, they will as of the date of return commence a new period of employment and seniority will not be bridged.

For all positions at the grade level of “F and Above”, normal bumping rights exist. However if the employee does not possess the skill, efficiency, expertise and reliability to retain their grade or other job grades at the “F and Above” level, as determined by applying the existing “F and Above” selection process, they may bump the most junior employee in the most senior graded position which is below F.

Employees subject to lay off due to redundancy will notify the Employer, in writing, of their intentions with respect to bumping and particularly of the location and job position they wish to bump into, within 72 hours of notification by the Employer that they are subject to lay off due to redundancy.

Vacations previously approved will be honoured in all cases possible. However, sufficient staff must be maintained to ensure the smooth, efficient operation of the department or branch.

Signed at Sault Ste. Marie, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, **2020**.

For the Union:

For the Employer:

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**LETTER OF UNDERSTANDING # 7**

RE: UNION SECURITY

If, for any reason, an employee ceases to remain a member of the Union, the employer will not be required to terminate such employee's employment.

Signed at Sault Ste. Marie, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, **2020**.

For the Union:

For the Employer:

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**LETTER OF UNDERSTANDING # 8**

RE: ARTICLE 11.00 OF THE COLLECTIVE AGREEMENT - JOB POSTINGS

The parties agree that where an employee returns to their former position during the probationary period outlined in Article 11.03 (4), the position will be filled in accordance with 11.03 (5), and will not require re-posting of the position. When this situation occurs, the applicants will be assessed as of the date of the original posting as opposed to the date of reconsideration.

Signed at Sault Ste. Marie, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, **2020**.

For the Union:

For the Employer:

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**LETTER OF UNDERSTANDING # 9**

**RE: RATE OF PAY FOR SET BACKS TO LOWER JOB CLASS**

Where an employee is set back to a lower paid job, the following provisions related to pay will apply.

- A) In the event of an employee being set back to a lower paid job for reasons of work re-organization, reduction of workforce, or technological change, their rate of pay will be maintained for a period of six (6) months. After six (6) months, the employee's rate will be adjusted midway between the old rate and the rate of pay for the new job. After twelve (12) months the employee will receive the rate for the new job.

Signed at Sault Ste. Marie, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, **2020**.

For the Union:

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For the Employer:

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**LETTER OF UNDERSTANDING # 10**

RE: ARTICLE 11.00

PROMOTION, DEMOTION, LAYOFF AND RECALL

This letter of understanding recognizes that for the purposes of promotion, demotion, layoff and recall, that:

- Minimum qualifications are clearly identified
  - The selection process is fair
1. Minimum qualifications for vacant positions will be identified in the job posting. It is recognized that these minimum qualifications may change over time. The Employer agrees to notify the Union in writing sixty (60) days prior to such changes.
  2. Upon the request of the senior applicant, the reason for the selection will be stated in writing when they are not selected.
  3. Upon the request of the senior applicant, the selection will be reviewed by the management person to whom the selecting manager reports and Human Resources.

Signed at Sault Ste. Marie, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, **2020**.

For the Union:

For the Employer:

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**LETTER OF UNDERSTANDING # 11**

RE: TEMPORARY POSITIONS

In accordance with Article 11.03 (6) the parties agree that an employee shall have the ability to apply for other temporary positions where there is financial gain. Financial gain is defined as a job class higher or from part-time to full-time.

Signed at Sault Ste. Marie, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, **2020**.

For the Union:

For the Employer:

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**LETTER OF UNDERSTANDING # 12**

RE: SCHEDULING

- a. The Employer will make every attempt to schedule all employees in the bargaining unit to two (2) consecutive days off in each work week, provided that such scheduling will not interfere with the due and efficient operations of the Employer's business, subject to any mutual agreement between the Employer and any bargaining unit employee.
- b. Provided that branch operational requirement permit, the Employer will make every attempt to equitable distribute Saturday shifts and evening shifts amount employees in each classification.

Signed at Sault Ste. Marie, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, **2020**.

For the Union:

For the Employer:

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**LETTER OF UNDERSTANDING # 13**

RE: LABOUR/MANAGEMENT MEETING

- a) The Employer and the Union agree that a Union/Management committee will be formed that will meet quarterly through the life of the renewal collective agreement to renew and discuss issues and concerns respecting employer/union relations with a view to recommending solutions. Discussions will include a review of the F and Above testing process by the Union committee with the intent to bring forward concerns in addition Management will provide a framework to communicate and implement significant organizational change.
- b) The Committee will be comprised of:

**For the Employer – (i) Director of Labour Relations, People and Culture and or their designate and other parties as may deemed necessary by the Employer.**

For the Union – (i) The President of Local 26, or designate, (ii) the Chief Steward, or designate, (iii) the Union Staff Representative, or his designate.

The Union will be notified in advance of the number of attendees from management and has a right to an equal number of union representatives

Signed at Sault Ste. Marie, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, **2020**.

For the Union:

For the Employer:

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**LETTER OF UNDERSTANDING # 14**

RE: Regional Scheduling

The Employer and the Union recognize that it is in the best interest of the Northern Credit Union LTD. to implement Regional Scheduling. This will maximize on the Member experience in regions with multiple branches.

In order to facilitate the New Branch Model, employees will be scheduled Regionally where appropriate and as required based on operational needs.

Regions

- Sault Area - McNabb and Second Line
- Algoma East – Richards Landing, Thessalon, Iron Bridge
- North East – Kirkland Lake, Englehart
- Sudbury Area – Long Lake, Garson, Capreol, Coniston
- Ottawa Valley – Pembroke, Petawawa, Deep River
- Saugeen Area - Chesley, Elmwood, Durham

Scheduling will be in accordance with Article 9.05 of the collective Agreement.

Vacation will be in accordance with the new agreed Article 13.15.

Postings as per Article 11, however, “Branch Location” will be replaced with “applicable Region”.

At the time of hire, although the Region is defined, the Employer will assign an Originating Branch. For the purposes of Regional Scheduling the Employer shall endeavour to schedule employees, in their preferred locations, by seniority whenever possible. The employer has full discretion to schedule in accordance with required business needs.

Minimum Assignment

The Employer may assign employees to different branches within their region for at least two weeks per turn except where required for short term absence coverage or emergencies in which case assignments may be for shorter terms than two weeks.

Compensation

Where an Employee is scheduled to work at a branch other than their Originating Branch they shall be paid as per Article 22 from their originating branch to the other branch for each day of their assignment

Signed at Sault Ste. Marie, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, **2020**.

For the Union:

For the Employer:

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**APPENDIX “A”**

**RE: FUTURE DEVELOPMENT OF NORTHERN CREDIT UNION LIMITED**

The Employer and the Union recognize that it may be in the best interest of the Credit Union, its members, and its employees, to merge, amalgamate, or enter into other types of strategic arrangements with other Financial Institutions.

The Employer agrees to inform COPE Representative four (4) days prior to informing the Employees of any plans to merge or amalgamate. Subject to the individual executing a Non-Disclosure Agreement satisfactory to the Employer.