

January 1st, 2022 to December 31st, 2024

COLLECTIVE AGREEMENT

BETWEEN

**COMMUNITY CREDIT UNION
OF CUMBERLAND - COLCHESTER LIMITED**

AND

UNIFOR, LOCAL 2107

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ARTICLE 1 - PURPOSE

- 1.01** The purpose of this Agreement is to promote and maintain harmonious relations between the Community Credit Union and its employees; to define more clearly wages and conditions of employment which shall be obtained between the Credit Union and its employees; to provide an amicable method of settling grievances or differences which may from time to time arise; to promote the mutual interest of the Community Credit Union and its employees; and to provide for the carrying on of the Credit Union's business under methods which will further to the fullest extent possible the safety and welfare of the employees together with efficiency and economy of operation and services to Credit Union Members.

ARTICLE 2 - DEFINITION

- 2.01** The term "Employee" or "employee" as used in this Agreement shall include those employees occupying positions within the Bargaining Unit as certified by the Nova Scotia Labour Relations Board. This will also include any new non-management classification created during the life of the agreement.
- (a) The term "Branches" shall mean the Amherst Branch and Truro Branch and any other branch owned and operated by the Employer.
 - (b) The term "Full Time Employee" shall mean those employees who are scheduled to work the hours as outlined- in subsection 10.01(a).
 - (c) The term "Part Time Employee" shall mean those employees who work less than the hours outlined in subsection 10.01(a), but work on a regularly scheduled basis. Regularly scheduled shall mean any employee who works the same or similar hours over any three-month period.
 - (d) If a Full Time Employee is absent due to LTD/STD, maternity/Parental leave, **vacation and** leave of absence (1 day or more), the most senior Part Time Employee available will be entitled to the full-time hours and benefits.
 - (e)
 - (i) The term "Casual Employee" shall mean any employee who works on an as needed or call in basis. A casual employee would also be any person who replaces an incumbent for any reason, including but not limited to, maternity leave, vacation or sick leave **subject to 2.01(d)**.
 - (ii) **Students and** casual employees are not covered by the terms of this agreement.
 - (iii) **Students and** casual employees are only to be used on entry level positions at Classification 1.
 - (iv) Subject to 2.01 (d) Where a casual is assigned to replace an employee where it is known at the outset that the employee being replaced will be out for more than 90 days, the casual will be paid at the above Schedule "A" pay rate upon starting the assignment. Otherwise, the casual will be paid the Schedule "A" rate starting on the 91 day of the assignment.
 - (v) A casual being paid at the Schedule "A" pay rate pursuant to subparagraph (iv) shall pay union dues while on such assignment and receiving such pay, but will remain otherwise not covered by the terms of this agreement and not entitled to any of its benefits.
 - (f)
 - (i) Should the employer create a new job or significantly change an existing job in the bargaining unit, the parties shall discuss the changes and attempt to agree on whether such new or changed job is within or outside of the bargaining unit. If within a period of twenty (20) working days, they are unable to reach agreement, then either party may refer the matter to the Labour Relations Board for resolution.

- (ii) Should the parties be unable to agree as to the salary or pay grade for a new position, either party may refer the matter, within twenty (20) working days, to an arbitrator to set the salary or pay grade. The decision of the arbitrator will be final and binding.
- (iii) Within 30 days after signing of this Agreement, the Employer will provide to the Unit Chairperson copies of existing bargaining unit job descriptions. Revisions to such job descriptions by the Employer shall be provided to the Unit Chairperson within 30 days of such revisions.
- (g) (i) The Employer agrees that it will not use **Students**, Casual or Part Time Employees in such a way as to result in a lay-off of any full-time bargaining unit employees.

2.02 All employees who fill any positions as listed Schedule -A" will be bonded as a condition of employment.

2.03 In this agreement, **gender neutral language shall be used**, words in the singular include the plural and words in the plural include the singular.

2.04 The Employer appreciates the concern of the employees in the bargaining unit that the job duties not be changed too frequently. The Union and the employees appreciate the Employer's concern that it must ensure the Employer's business remains competitive and in tune with sometimes rapid changes in the financial sector which often require rapid job duty adjustments to meet such challenges. Therefore, the parties, sensitive of each other's concerns as noted above, agree to discuss when and if such changes to job duties are necessary. The Employer will provide reasonable prior notice of such changes.

2.05 **The parties recognize that this Agreement has been signed on unceded Mi'Kmaq territory.**

ARTICLE 3 - RECOGNITION

- 3.01** The Employer recognizes Unifor, Local 2107 as the sole Collective Bargaining Agent of its employees as described in Article 2, and agrees to meet with a Representative(s) of Local 2107 for the purpose of carrying out the terms of this Agreement.
- 3.02** No employee shall be asked to or be permitted to make any verbal or written Agreement which conflicts with the terms of this Agreement.
- 3.03** Wages, hours of work, and other conditions of employment are considered to be matters of contract between the Employer and Unifor.

ARTICLE 4 - MANAGEMENT

- 4.01** The Management of the Credit Union shall have the right to manage its business and to hire, direct, supervise, promote, classify, lay-off, and, for just and reasonable cause, suspend and discharge employees subject to the terms and conditions of this Collective Agreement.
- 4.02** Any abridgement of the foregoing by the Employer shall be subject to grievance by the Union and dealt with in accordance with the Grievance Procedure as outlined in Article 8.
- 4.03** The Employer acknowledges that management should not normally perform bargaining unit work on a regular on-going basis. Both sides acknowledge that in certain circumstances such as unforeseen work overload or critical situations it may be necessary for management employees to temporarily perform bargaining unit work, providing doing such work does not directly result in the layoff of any bargaining unit employees. This would include a management trainee doing various bargaining unit functions as part of their training in conjunction with a Bargaining Unit employee.

ARTICLE 5 - DUES CHECK-OFF

- 5.01** The Employer agrees to deduct from the pay of all employees covered by this Agreement Union dues **in accordance with the Unifor Constitution as per the following:**
- (a) **Union dues will be calculated and deducted on a bi-weekly basis based on 1.35% of the employee's regular hourly rate.**
 - (b) **The Employer agrees to remit such dues deducted, together with a list of the following information; names of employees, rates of pay, persons on lay-off to the Union, at its mailing address by the tenth (10th) day of the month following deductions. The Employer agrees to indicate on the T4 slip the amount so deducted from the employees concerned.**
- 5.02** The Union agrees and shall indemnify and save harmless the Employer from any liability or action of any kind whatsoever that may arise out of deductions from the pay of an employee pursuant to Article 5.01 above.

ARTICLE 6 - UNION SECURITY

- 6.01** The Credit Union agrees that all non-management full-time and part-time employees, as defined in Section 2.01, shall become and remain members of the Union.
- 6.02** An employee as defined in Section 2.01 will be considered a probationary employee for the first ninety (90) working days of their employment, **for the purpose of this provision, partial days shall be considered as days worked.** The disciplining, including discharge, of any such employee shall not be a subject of a grievance. Employees may be terminated during the probationary period without cause; however, should the Employer exercise its discretion in an arbitrary, discriminatory, or bad faith manner, the Employee will have the right to grieve up to and including arbitration.
- (a) **When two (2) or more employees are hired within the same classification on the same day, their seniority shall be determined by utilizing the last three (3) digits of their social insurance number, with the lowest number(s) being placed on the seniority list ahead of the higher numbers.**
 - (b) At the completion of the probationary period, **written notice shall be given to each employee advising them of completion of their probationary period** they shall be given permanent status and **their** seniority shall be backdated to the date of hire into a full-time or part-time position. The probationary period can be extended an additional 30 days by the mutual consent of both parties.
 - (c) **The Unit Chairperson shall be permitted to have up to one half hour (½) during the new employee's first week to introduce the employee to the Collective Agreement, such time shall be mutually agreed by the Unit Chairperson and the Employer. There will be no loss in pay.**
- 6.03** Section 6.02 will also apply to casual employees as defined in subsection 2.01(d) promoted to Full Time positions (as defined in subsection 2.01(b)) or Part-time positions (as defined in subsection 2.01(c)). At completion of the probationary period, the employee shall be given permanent status and **their** seniority shall be backdated to the commencement of the probationary period.
- 6.04** **The Employer shall provide the Union with copies of the following:**
- (a) **All disciplinary actions involving employees covered by this Agreement;**
 - (b) **All bargaining unit job postings.**
 - (c) **All notices of hiring or placement into a new or existing position.**

The Company shall provide the Unit Chairperson with a copy of the above within a reasonable period of time except for matters under paragraph (a) which shall be provided to the Unit Chairperson within three days of imposing discipline.

ARTICLE 7 - SENIORITY

7.01 Seniority shall commence on the date the employee entered the service of the Community Credit Union subject to Sections 6.02, 6.03 and 7.02. A Seniority list for all current employees will be agreed to between the parties and attached to the Collective Agreement as Schedule "B".

7.02 An employee will lose their seniority if:

- (a) the employee voluntarily quits their employment;
- (b) the employee is discharged for cause and not reinstated through the Grievance Procedure;
- (c) the employee is laid-off and has not performed any work for the Credit Union for a period in excess of twenty-four (24) consecutive months;
- (d) while living in the area, they fail to contact the Manager within two (2) consecutive days of having received notice by Registered Mail of recall, indicating their intention to return to work within a reasonable time (not to exceed (7) consecutive calendar days). If living outside the area, an extension may be mutually agreed upon. When notice is given by Registered Mail, it will be deemed to have been received 7 days following the date of mailing; or
- (e) the position of the employee has become redundant and the employee has received severance pay pursuant to Article 24.02.

It is the employee's responsibility to keep the Employer informed of their current address and the employee will, for the purpose of this Agreement, be deemed to have received notice when such notice is delivered by Registered Mail to the address the employee last gave to the Manager in writing.

7.03 Lay-offs from work (including reduction in hours) and recall following lay-off will be on the basis of seniority consistent with the ability of the employee to perform the work required.

7.04 (a) If the market conditions require the reduction in the number of employees in a classification or the number of hours required to be worked, the junior employee will be laid off. Any employee laid off will have the right to displace a junior employee in an equal or lower classification provided the employee has the required qualifications to perform the work or the employee previously held the position within the last five (5) years.

(b) An employee who is laid off and cannot be scheduled to work will still remain a member of the Bargaining Unit until the employee loses seniority as outlined in Section 7.02 and no new employees will be hired to fill their job. Upon recall the employer will provide appropriate training and/or familiarization which is considered appropriate to enable the employee to successfully reintegrate into the workforce.

(c) Employees on lay-off will be offered all available work for which they are qualified prior to the work being offered to casual employees.

7.05 The Employer shall prepare and post a seniority list within thirty (30) days of signing this Agreement. The list will include both full time and regular part time employees. Any employee shall have thirty (30) working days to challenge the accuracy of this list. Thereafter, the list will deemed to be correct subject to clarification of the challenge. Such seniority list shall be posted in current form every six (6) months thereafter. Under no circumstances can a regular part time employee exercise seniority over a full time employee.

7.06 An employee who has completed the probationary period will be advised at least two (2) weeks in advance of lay-off or will be given two (2) weeks pay in lieu of such notice.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01** The Union will appoint, and the Employer shall recognize a committee of a Unit Chairperson and two Shop Stewards (or designate), one from each Branch who are members of the Bargaining Unit, to deal with complaints and grievances which may arise as to the meaning and application of the provisions of this Agreement, or as to Employer's compliance with any of its obligations under the Agreement. The duties as outlined in Article 8.02, Step 1 and Article 8.12 can be done during working hours at a mutually agreed time so as not to interfere with efficient service to members.
- 8.02** The alleged complaint or grievance must be initiated by the employee or Union Steward on their behalf within five (5) days (excluding weekends and holidays) of the occurrence and shall be dealt with in the following manner:
- STEP 1** The aggrieved employee(s) who may be accompanied by a Shop Steward, shall first discuss the complaint(s) with their immediate Manager or designate; such meeting shall be held within five (5) working days of notification. The Employer will provide a minimum of two (2) hours notice of the time of the meeting.
- STEP 2** If the alleged grievance is not settled within forty-eight (48) hours, excluding weekends and holidays, the alleged grievance may be referred to the Grievance Committee who shall present the alleged grievance in writing, to the employee's immediate Manager within five (5) working days. The employee's immediate Manager shall render a decision in writing within five (5) working days.
- STEP 3** If a settlement is not reached at this time, the Union may submit the grievance within five (5) working days to the CEO who shall render a decision in writing within five (5) working days.
- STEP 4** If a settlement is not reached at this time, the Union may apply for arbitration within fifteen (15) days.
- 8.03** Where either party to this agreement disputes the general application, interpretation, operation, or alleged violation of an article or clause of this agreement the dispute shall be discussed initially between the parties within fifteen (15) working days of the Union's or Employer's first knowledge of the circumstances giving rise to the occurrence. Where no satisfactory agreement is reached either party may submit the dispute to arbitration.
- 8.04** (a) Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration by a sole arbitrator.
- (b) Within fifteen (15) days of receipt of such notice, both parties shall agree on an Arbitrator. If the parties fail to agree on an Arbitrator, the appointment shall be made by the Minister of Labour upon request by either party.

- (c) The Arbitrator shall hear and determine the difference or allegation and shall issue a decision. The decision of the sole Arbitrator shall be binding on both parties and shall be in compliance with the terms of this Agreement.
- (d) The time limits in any step of the grievance procedure can be extended by mutual written consent of the parties.
- (e) **It is agreed that efficient customer service is the primary concern during hours when the Credit Union is open to members. The processing of grievances above will be done during working hours at a mutually agreed time so as not to interfere with efficient service to members. The normal pay of bargaining unit employees involved will not be reduced.**

8.05 The parties shall equally share the **cost and expenses** of the Arbitrator **and pay their own costs and expenses of the arbitration.**

8.06 Suspension and discharge grievances shall be submitted at step three (3) of the grievance procedure.

8.07 Labour Management Committee

- (a) The Union and the Employer acknowledge the mutual benefits to be derived from joint discussion and consultation and agree to establish a Labour- Management Committee.
- (b) This committee shall be for the purpose of conferring upon matters of mutual interest which are not properly the subject of a grievance or negotiations.
- (c) The Committee shall be comprised of two bargaining unit representatives appointed by the Union and two appointed by the Employer. In addition to the two bargaining unit representatives, the Union President or designate may also attend LMC.
- (d) The employee representatives shall be selected by the members of the Union and the Employer shall be duly notified in writing of their names.
- (e) The Committee shall meet quarterly or more frequently as arranged by the Committee **and the meeting shall be scheduled during regular business hours (including travel time).**
- (f) Representatives of the Union on the above-mentioned Committee shall be paid by the employer as a result of attending such meetings of the Committee.
- (g) Seventy-two (72) hours prior to the Committee meeting each party shall forward to the other, a proposed agenda of subjects that are to be discussed. If the Union wishes the Union President or designate to be in attendance, then they will advise the Employer seventy-two (72) hours in advance as to whether there is a particular agenda item that is causing them to attend.

- (h) An Employer and a Union representative shall be designated as joint chairpersons and each shall alternate in presiding over the meetings.
 - (i) The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
 - (j) Minutes of such meetings of the Committee shall be prepared by the Employer and signed upon approval of the Co-Chairmen within ten (10) working days of the meeting and then posted on designated bulletin boards.
 - (k) If the meeting is in the branch in which an employee representative is not located, then the employee representing the group shall attend the meeting via phone / skype.
- 8.08** It is agreed that there shall be no slowdown, curtailment of work, strike or lockout during the terms of the Agreement or during the course of negotiations for renewal or extension of the Agreement.
- 8.09** Decisions reached in any section of the grievance procedure and not advanced to the next step are final and binding upon both parties.
- 8.10** The Parties agree to a system of progressive versus punitive discipline starting with verbal warnings through written warnings and suspension and finally discharge. The **Unit Chairperson or** designate will be informed of any disciplinary action taken against any Bargaining Unit member and be **provided** a copy of any record. Nothing contained therein shall deny the Credit Union of the ability to start at any place in this procedure up to and including discharge depending on the severity of the offence.
- 8.11** Eighteen (18) months from the issuance of discipline, provided there is no further discipline for the same or similar reasons, the employee's personnel file will be cleared of all notations regarding the discipline.
- 8.12** When an employee is required to attend a meeting where discipline is to be given **or the meeting may result in discipline**, the employee shall be notified of the meeting in advance and be advised as to its intent, **and be told they have the right to be accompanied by the Unit Chairperson or their designate. If the employee does not wish to have a Union representative in attendance at the meeting the employee would sign a form waiving the right to Union representation and, further, the Union will be advised of the meeting, the name of the employee involved and provided with a copy of the waiver. If the Unit Chairperson is attending the meeting as the Union representative and the meeting** is in the branch in which the Unit Chairperson is not located, then the Unit Chairperson would need to attend the meeting **virtually**.

ARTICLE 9 - WAGES

- 9.01** The employer shall pay salaries in accordance with Schedule "A".
- 9.02** All employees normally commence at the start rate for the classification they are in, except that on a promotion from one job to a job at a higher paying classification the employee shall be placed on that level for their classification which is at least equal to their previous level in their former job, e.g. An employee at Level 5 in Classification 3 promoted to a job in Classification 4 will be placed at Level 4 of the job in their new classification. In cases of such promotion or where an employee is temporarily assigned to a higher paying job pursuant to article 25 or where cross trained employees fill a temporary vacancy e.g. vacation relief etc., the resulting pay Level shall provide at least a pay increase of \$50.00 gross per pay period worked e.g. using the Schedule "A" for 2014 in the expired agreement, if a Head Teller at Level 4 is temporarily assigned to be a Financial Services Associate, their pay rate will not be \$21.39 but will be \$21.98 ($\$50 \div 75 = 67\text{¢} + \$21.31 = \$21.98$).
- 9.03** An employee who moves from a job in one pay classification to a job in a lower paid classification shall be placed on that level for their new pay classification which is closest but not higher than their former pay level in the higher paying classification.
- 9.04** After original placement on the scale for a particular classification, movement from one level to another on the scale shall be based on the completion of 1350 hours of work in that job classification.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

10.01 (a) The regular hours of work for a full-time employee of the Employer shall be thirty-seven point five (37.5) hours per week. The current hours are listed below. Seventy-two hours prior notice shall be given to the Union if the Employer decides to alter the listed hours.

| <u>Location</u> | <u>Days Open</u> | <u>Business Hours</u> | <u>Staff Work</u> |
|-----------------------|------------------|--------------------------|--------------------------|
| Amherst Branch | Monday | 9:00 AM - 4:00 PM | 8:30 AM - 4:15 PM |
| | Tuesday | 9:00 AM - 4:00 PM | 8:30 AM - 4:15 PM |
| | Wednesday | 9:00 AM - 4:00 PM | 8:30 AM - 4:15 PM |
| | Thursday | 9:00 AM - 7:00 PM | 8:30 AM - 7:15 PM |
| | Friday | 9:00 AM - 5:00 PM | 8:45 AM - 5:15 PM |
| | Saturday | Closed | N/A |
| Truro Branch | Monday | 9:00 AM - 4:00 PM | 8:30 AM - 4:15 PM |
| | Tuesday | 9:00 AM - 4:00 PM | 8:30 AM - 4:15 PM |
| | Wednesday | 9:00 AM - 4:00 PM | 8:30 AM - 4:15 PM |
| | Thursday | 9:00 AM - 7:00 PM | 8:30 AM - 7:15 PM |
| | Friday | 9:00 AM - 5:00 PM | 8:45 AM - 5:15 PM |
| | Saturday | Closed | N/A |
| Truro Kiosk | Monday | Closed | N/A |
| | Tuesday | 9:00 AM - 4:00 PM | 8:30 AM - 4:15 PM |
| | Wednesday | 9:00 AM - 4:00 PM | 8:30 AM - 5:15 PM |
| | Thursday | 9:00 AM - 7:00 PM | 8:30 AM - 7:15 PM |
| | Friday | 9:00 AM - 5:00 PM | 8:45 AM - 5:15 PM |
| | Saturday | 9:00 AM - 2:30 PM | 8:30 AM - 2:45 PM |

****Saturday lunch at the Truro Kiosk will be ½ hour unpaid.***

- (b) Employees will not be scheduled for less than four (4) hours at a time.
- (c) The Employer will endeavour to keep split shifts to a minimum.
- (d) The Employer agrees that it will not use scheduling to deny a Bargaining Unit member hours as outlined in subsection 10.01(a).
- (e) Subject to the Employer's Cash Short and Over Policy, in the event of a cash difference, tellers will be given the appropriate time to cross-check their own work on the next business day if, in the Employer's judgment, business conditions on that day permit, but in any event, by no later than 3 business days after the difference is discovered.

- (f) **The position of Senior Financial Relationship Advisor is excluded from the application of 10.01(a). The regular hours of work for this position shall be 37.5 hours per week.**
- (g) **The normal week for full-time employees in non-member facing positions shall consist of thirty-seven and a half hours (37.5) per week. Full time employees shall be allowed one hour off for an unpaid lunch and a fifteen (15) minute rest break in the morning and in the afternoon at a mid-point between lunch and quitting time.**

To provide clarity, non-member facing positions refer to any employee of Community Credit Union whose job duties do not include providing daily customer service, either in-person or through any other means such as phone, chat, etc.

The hours are flexible, scheduled Monday-Friday starting anywhere between 7:00 AM to 7:00 PM. Core time for full-time non-member facing employees will be between 10:30 AM and 3:30 PM.

10.02

- (a) **Full time employees shall be allowed one hour off for an unpaid lunch to be scheduled by management and two fifteen (15) minute rest breaks throughout the day. Should operational requirements deem it necessary to adjust the lunch hour, the employees shall always receive as a minimum a 30-minute lunch break and be paid double time for the additional 30 minutes.**
- (b) **Part-time employees who are scheduled to work up to 5 hours in a shift will receive a 15 minute paid rest break at or near the mid-point of the shift; employees scheduled to work more than 5 but less than 7.5 hours in a shift, will receive a 15 minute paid rest break and a 30 minute unpaid meal break; if scheduled to work full time hours (7.5 hours or more per shift), the part time employee will receive 2 paid 15 minute rest breaks and a 1 hour unpaid meal break to be scheduled by management and rest breaks in the morning and in the afternoon at a mid-point between lunch and quitting time. If the part-time employee is working a 7.5 hour day or longer and should operational requirements deem it necessary to adjust the lunch hour, the part-time employee shall always receive as a minimum a 30 minute lunch break and be paid double time for the additional 30 minutes.**

10.03

- (a) **The Employer agrees that all time worked in excess of 37.5 hours per work week shall be paid at time and one half of the employee's regular rate for such time worked except that double time will be paid for work performed on a Sunday. The Employee, at their discretion, may take time off in lieu in place of the overtime. In these circumstances, the Employer will provide the employee with the opportunity to take the time in lieu at a mutually agreeable time, (subject to operational requirements) or will pay out the overtime at the end of the calendar year. It is the teller's responsibility to balance each day. Overtime will not be paid to a teller who**

fails to balance their daily receipts. Any extra time spent by a teller to balance will not be used against the teller in any disciplinary proceeding.

- (b) Unless not possible due to business requirements, tellers will be provided with fifteen (15) minutes a day within their regular hours of work to balance their daily cash and receipts.
- (c) Written authorization must be received from the Employer for all overtime hours worked.

10.04 If, in a given work week, it is determined that there are available hours required to be worked beyond those hours scheduled for full-time and part-time employees, the following will be the sequence those hours will be offered:

1. First, to those part-time employees actively working who, after performing their regular scheduled hours, will be offered additional hours on the basis of seniority, qualifications and availability to work such hours;
2. Second, to those employees on lay-off who are not actively at work, on the basis of seniority, qualifications and availability to work such hours;
3. Third, any remaining hours, among casual employees.

ARTICLE 11 - STATUTORY HOLIDAYS

11.01 The Employer agrees to pay full time employees for the normal hours of work (whether worked or not) on the following:

| | |
|---|--------------------------|
| New Years' Day | Good Friday |
| Easter Monday (Floater) | Victoria Day |
| Canada Day | First Monday in August |
| Labour Day | Thanksgiving Day |
| Truth and Reconciliation Day | |
| Remembrance Day | Christmas Day |
| Boxing Day | Heritage Day in February |
| and any other holiday recognized by the Provincial Government | |

If the Employer determines, that for business reasons, it is appropriate to close on Christmas Eve afternoon and/or New Years Eve afternoon (if these days fall on a normal work day) employees will be paid their regular rate of pay for their normal daily schedule of work hours.

11.02 The Employer agrees to pay double time for work performed on a Statutory Holiday in addition to the Holiday allowance.

11.03 If any of the days outlined in 11.01 fall on a Saturday or Sunday then the day designated as a holiday shall be observed as the holiday and full-time employees shall receive their regular rates of pay for that day. A full-time employee must have worked their scheduled day immediately prior to and following the holiday to qualify for the day's pay unless they are off with management's permission.

11.04 If a part time employee works fourteen (14) hours or more in the week preceding the holidays outlined in 11.01(a) the part time employee shall receive pay for the holiday equal to the number of hours they would have been scheduled to work if the holiday had been a regularly scheduled day.

ARTICLE 12 - CALL-OUT TIME

- 12.01 (a) Any employee who has gone home and is called in to work outside normal working hours, shall be paid at one and one half time the regular rate for the job performed; in any case, for not less than three (3) hours. **They** shall be permitted to leave when the job is finished.
- (b) If there is a call-out due to a security issue after a branch has been closed for the day, **a management employee will respond, should a bargaining unit employee be required for the call out, 12.01(a) will apply.**

ARTICLE 13 - VACATIONS

- 13.01** The vacation year for the Employer shall be the calendar year.
- 13.02** Vacation leave that will be earned by December 31 of any year may be taken in advance during that calendar year.
- 13.03** Vacation must be taken in the year earned. Any deviation must be approved by the employee's immediate Manager.
- 13.04** A permanent full-time staff member earns vacation with pay on the following basis:

| | |
|-------------------|-------------------|
| Less than 1 year | 5/6 day per month |
| 1 up to 2 years | 2 weeks |
| 2 up to 8 years | 3 weeks |
| 8 up to 15 years | 4 weeks |
| 15 up to 20 years | 5 weeks |
| 20 years and up | 6 weeks |

Years' service as a part-time employee, prior to being hired full-time, will be considered in determining vacation entitlement. Permanent part-time employees will receive the same vacation benefits as full-time employees calculated on a pro-rated basis to hours worked.

- 13.05** Vacation schedules should be established by the Employer as early in the year as possible and will take into account employee seniority and operational issues. Seniority for vacation scheduling will be based on branch seniority. The schedule will be circulated **two** times.
- (a) **On the first circulation every employee shall select two consecutive weeks of vacation. Employees with two weeks entitlement (total) can select one week during the first circulation.**
- (b) **During the second circulation, employees must include the remainder of the vacation entitlement in one-week increments. Employees with only two weeks entitlement in total must select the remaining one week (in total) during this circulation or continue to (c) if they want single day increments.**
- (c) **Notwithstanding (b), employees with more than two weeks entitlement may hold back five (5) days of vacation plus floater days and additional days earned to statutory holidays to be used for late vacation requests. Of this amount, two days in total can be requested in half day increments. Late vacation requests can be made at any time following the second circulation in (b). Any conflict with respect to late vacation requests will be resolved solely based on seniority. Late vacation requests made less than one week in advance is exclusively subject to Managerial approval. Such approval will not be unreasonably withheld.**

- (d) If a statutory holiday occurred during an employee's vacation period they will be granted an additional day off at a time mutually agreed.
- (e) **Under no circumstances can employees select vacation entitlements in less than ½ day increments.**
- (f) The vacation schedule once finalized will be posted on the union bulletin board at both branches.
- (g) **Subject to the above, employees will be permitted to take up to three (3) consecutive weeks of vacation during the months of June, July, August and September. Such weeks are only to be selected during the second circulation or later.**

13.06 Vacation requests for the months of January and February shall be submitted by employees before December 1st of the prior year. These vacation requests will be responded to prior to December 15th of the prior year. These requests will be determined based on employee seniority and operational issues. Seniority of vacation scheduling will be based on branch seniority.

13.07 (a) An employee who is hospitalized or so seriously ill or injured that the employee is confined to their home under active medical supervision may shift to sick leave for that portion of leave that they were ill, providing a doctor's certification indicating the date of illness, the length of the illness and confirming the illness would have otherwise disabled them from work can be provided. The cost of the doctor's certification will be at the expense of the Employer.

(b) An employee who is on vacation when bereavement occurs shall have the days which would otherwise have qualified as bereavement granted as vacation days at a time mutually agreed.

13.08 Employees who may have taken vacation with pay in advance and not yet earned shall have the unearned portion deducted from their final salary cheque in the event of resignation or termination. e.g. an employee entitled to four (4) weeks' vacation, takes them before but resigns on June 30 will have two (2) weeks' pay deducted.

13.09 When an employee leaves employment at the credit union, they shall be paid for earned but unused vacation entitlement.

13.10 No compensation will be made to an employee in lieu of unused vacation days while still in the employment of the credit union.

13.11 (a) Subject to operational requirements an employee with three or more weeks vacation entitlement who takes their entire vacation between January 1st and April 30th or October 15th and December 15th shall be entitled to an additional one-week vacation to be taken during the same period.

(b) All statutory holidays that fall within the time periods in (a) above may be taken at any time during the year provided operational requirements permit.

13.12 Time spent by the employees on paid leaves of absence, maternity and/or parental leave, holiday and vacation shall be deemed to be active employment for the purpose of this clause.

ARTICLE 14 - EMPLOYEES' BENEFITS

- 14.01** For those employees who qualify under the plan's criteria, the long-term disability plan, as agreed to between the parties, shall, for the period commencing with the implementation of the plan, be contracted and paid one hundred percent (100%) by those employees.
- 14.02** For those employees who qualify under the plan's criteria, Life Insurance for full-time employees as agreed to between the parties shall be contracted and paid one hundred percent (100%) by those employees.
- 14.03** The Employer shall provide a medical/dental plan which presently includes vision care, drugs, semi-private coverage and dental care and extended health care for all full time and part time employees who qualify under the plan criteria including all employees who are on paid leave of absence, paid sick leave or in receipt of employment insurance benefits for compassionate care, maternity or parental leave or sickness. The Employer shall pay 100% of the premiums for all such Employees. Employees on unpaid leave of absence or layoff who qualify under the plan's criteria shall have the option of retaining plan coverages but shall be personally responsible for 100% of the premiums. **The Employer, pursuant to this Article, will provide a comprehensive medical/dental plan. An employee may choose an enhanced plan and be required to pay the difference in the premiums for this enhanced plan.**
- 14.04** The Credit Union will provide a pension plan for the employees that will be equally funded by both parties based on up to six and one-half percent (6.5%) of the employee's salary. The Canadian Credit Union Employee's Plan will be mandatory for all new employees. Employees on staff (Amherst staff only) prior to January 1, 2000, will have the option of either the Canadian Credit Union Employees' Pension Plan at contributions of six and one-half percent (6.5%) or grandfather their group RRSP contributions at a minimum of 3%, maximum of 6.5%, matched by the credit union.
- 14.05** The Employer shall pre-pay for an employee who wishes to take a job related and recognized course of studies, as approved by the Employer, which will further their knowledge about their job. In the event the employee does not complete the course or does not write the final exam, the Employer will be entitled to reimbursement of the course fees from the employee. In the event the employee fails the exam the employee will be obligated to re-write the exam at the first available opportunity. Prior to demanding reimbursement of the course fees, in accordance with this Article, the employer will make every effort to enter into a reasonable arrangement for repayment with the employee.
- 14.06** (a) The Employer will provide:
- (i) free monthly service charges on all personal accounts of all Bargaining Unit employees each year of the Collective Agreement provided that this will not apply to personal chequing accounts between the employee and persons other than the employee's spouse or dependent children as defined in the *Federal Income Tax Act* except that accounts opened prior to January 1, 2011 that do not comply with this requirement will be grand-parented.
 - (ii) Safety Deposit boxes free of charge, providing they are available.

- (iii) All bills, credit union accounts, etc. which can be paid at the credit union shall be free of service charges providing no part of the service charge is payable by the Employer to another organization.
- (iv) The staff member will only pay the portion of the cost for money orders, travelers cheques and drafts which must be collected and remitted by the Employer.
- (v) For registration of documents staff will be required to pay only the registration and other fees payable by the Employer to other sources.
- (vi) All other services will be provided free of charge in an effort to encourage the staff to become familiar with the services so they can promote the Employer's products and services.
- (vii) **Fixed rate investments - .50% greater than the posted rate for all deposits, which may start at a minimum of One Hundred Dollars (\$100).**

14.07 The Employer agrees to provide mortgages and loans to all full-time and part-time employees, as well as retirees provided they meet the credit qualifications of the Credit Union at the Prescribed Interest Rate as established by Canada Revenue Agency to a maximum of three times their annual salary. Payments associated with such mortgages and loans will be established according to the current Interest Rate Bulletin.

14.08 The Employer shall provide an Employee Assistance Plan for its employees.

14.09 The Employer shall establish a Long Service Award Program for its Employees.

- (a) For the purposes of computing an employee's service for Long Term Service Awards the Employee period shall mean consecutive and continuous service with a Credit Union, Atlantic Central or a Credit Union Affiliate. Such service shall be deemed to be consecutive and continuous provided there has not been a break of service of longer than 12 months at any one time.
- (b) The Employer will recognize service as follows:
 - (i) After five years a pin, a certificate and **\$100.00**;
 - (ii) After ten years a pin, certificate and **\$150.00**;
 - (iii) After fifteen years a pin, certificate and **\$200.00**;
 - (iv) After twenty years a pin, certificate, **\$300.00** and an additional floater holiday during the 21st year;
 - (v) After twenty-five years a pin, certificate, **\$500.00** and an extra 2 weeks' vacation during that year;
 - (vi) After 30 years a pin, certificate and **\$600.00**.

14.10 The Employer will provide coffee/tea and bottled water stations at no cost to its Employees.

14.11 (i) In the event an employee who has attained the age of 55 years or more resigns her employment and, at the time of such resignation, the Employer does not have just cause to dismiss the employee, the employee will receive a retiring allowance calculated on the effective date of the resignation as follows:

- (a) If the employee has 20 or more years seniority, the employee shall receive 60% of the sick days contained in the employee's bank at the effective date of the resignation, or
- (b) If the employee has 10 but less than 20 years of seniority, the employee shall receive 35% of the sick days contained in the employee's bank at the effective date of the resignation.

(ii) Article 14.11 (i)(a) & (b) above does not apply in any way to employees hired after June 17th, 2019.

(c) retired employees **(a former employee who is either eligible to receive the Canada Pension Plan or whose age plus years of service with the Employer equal Eighty (80)) at the time of retirement** are eligible to receive the following benefits:

- (i) free monthly service charges on one personal savings and one personal chequing account of the retired employee.
- (ii) Safety Deposit boxes, **at no cost**, providing they are available and not required for use by members in which case staff may be requested to release the box.
- (iii) All bills, credit union accounts, etc. which can be paid at the credit union shall be free of service charges providing no part of the service charge is payable by the Employer to another organization.
- (iv) The staff member will only pay the portion of the cost for money orders, travelers cheques and drafts which must be collected and remitted by the Employer.

14.12 The Employer in its discretion may consider each year a Christmas bonus.

14.13 Personal Vehicle Rate

- (a) **Use of a personal vehicle shall be paid at the same rate as for Management and Board of Directors in accordance with Board Policy;**
- (b) **Mileage reimbursement to attend education/training courses on a day when the employee does report to the Branch shall be calculated from the employee's residence.**
- (c) **Any employee who reports to work at a facility and who is, in the same day, subsequently required to go to another facility to work shall be paid mileage for the distance between the two facilities.**

- (d) **Any full time or part time employee who is required by the Employer to report to a facility other than their normal work location, shall be paid mileage.**

ARTICLE 15 - ABSENTEEISM

The Union agrees to co-operate with Management for elimination of absenteeism and tardiness and the promotion of punctuality.

ARTICLE 16 - UNION NOTICES

The Union shall be permitted to post "Notice of Meetings" and other matters of interest to the membership on the Employer's property designated by the Credit Union.

ARTICLE 17 - DISCRIMINATION

17.01 The Employer, the Union and the employees agree to be bound by the Employer's Harassment and Discrimination Policy which is attached.

17.02 Employee Support

- (i) Every effort must be made to ensure confidentiality and to ensure the victim is supported. The victim/employee is encouraged to consult a senior member of staff or the union who will provide support and assistance in following the complaint procedure.

Under no circumstances shall any retaliatory action be taken to penalize the victim/employee whether or not there is sufficient evidence to substantiate a legitimate harassment complaint. Neither shall the employee be forced to transfer to another department to avoid the harassment or offender.

- (ii) An employee who believes they have been harassed or discriminated against should respond immediately. The employee may seek assistance by reporting the incident directly to a Union representative.

If the harassment continues, the victim with the assistance of the union, if desired, may file a formal complaint to their supervisor. If the alleged offender is the employee's supervisor, the complaint is filed with the manager. If the alleged offender is the manager, the complaint is to be filed with the CEO. If the alleged offender is the CEO, the complaint is to be filed with the Executive Committee.

The complaint should include:

- name of the alleged offender;
- date, time and place of the incident(s);
- details/circumstances surrounding the incident(s);
- names of any witness(es) to the incident(s).

- (iii) The alleged offender must be informed of the complaints made against them and must be given a period of approximately 10 days to respond to the allegations.

Once the complaint has been filed, and the alleged offender has responded to the complaint, the Manager can consider whether mediation would be appropriate.

If still unsettled, then the complaint should be taken within 10 days by the employee (and a union representative if desired) to the CEO for resolve. If the alleged offender is the CEO, then the complaint should be taken to the Executive Committee. The CEO/Executive Committee can determine if an investigation is warranted or determine another appropriate response.

- (iv) All documentation is to be confidentially secured in a location agreeable to the complainant, the respondent and the parties.

17.03 No employee will be unlawfully interfered with, restrained, coerced or discriminated against by the Company or the Union, their officers or agents on the grounds of discrimination specified in the Nova Scotia *Human Rights Act*. The Company further commits that no employee will be unlawfully interfered with, restrained, coerced or discriminated against by the Company, its officers or agents because of membership in, or lawful activity on behalf of the Union.

17.04 Any employee who is on or has been on leave of absence permitted under any provisions of this Agreement shall not be disciplined because the employee is or has been on such leave unless it is established that the employee dishonestly or otherwise improperly took advantage of the provisions of this Agreement

ARTICLE 18 - LEAVE OF ABSENCE

- 18.01** Subject to management approval, the Employer agrees that leave of absence may be granted to an employee without pay and without loss of seniority.
- 18.02** Employees will be granted leave without pay to attend to personal emergencies in the family without loss of seniority. Such leave shall not be unreasonably denied.
- 18.03** Request for leave as outlined in Sections 18.01 and 18.02 will be made in writing by the employee concerned and considered by the Branch Manager on an individual basis at the time the request is made. The Union will be notified of all leaves of absence.
- 18.04** **The Employer shall grant a leave of absence to an employee because of pregnancy, adoption or parental leave, as per the Nova Scotia Labour Standards Code. Employees will be entitled to an unpaid leave of absence of thirty-seven and one half hours (37.5) following the birth or adoption of their child.**
- 18.05** Employees on maternity leave or parental leave shall be entitled to the following benefits while on such leave:
- (a) Seniority for all employees shall continue to accumulate.
 - (b) Benefit plans cost shared between the Employer and the Employee shall continue to be cost shared in the same manner with the Employee continuing to pay their portion. If requested by the Employee, the Employer will advance the Employee's premiums for the benefits described in articles 14.01 and 14.02 during the leave and set a repayment schedule for such premiums of up to 12 months when the Employee returns to work, with interest of 0%.
 - (c) Employees will accrue vacation entitlement during such leaves.
- 18.06** It is acknowledged by the Parties that the Unit Chairperson and Union Stewards have regular duties to perform as Employees of the Employer. Therefore, the Unit Chairperson and Union Stewards will not leave their duties without first obtaining the permission of their immediate Manager or designate. Requests for Union Release Time, paid or unpaid, shall not be unreasonably withheld.
- 18.07** (a) Subject to operational requirements of the Employer, an employee will receive a Leave of Absence without pay to attend Union business **outside of the workplace**. The Leave of Absence request shall be submitted in writing within fourteen (14) days of the intended dates and the Employer shall provide a written response of acceptance or denial within seven (7) days. Such leave will not be unreasonably withheld. In such circumstances the Employer will continue to pay the employee but will invoice the Union for all of its costs with respect to that employee's salary and benefits. Such invoice shall be paid within 30 days.
- (b) Upon the written request of the Union, the Employer will grant such paid leave as may be necessary for participating in negotiations with the Employer for the renewal of this Agreement of up to three employees (provided there is no more

than two from any one branch) for a maximum of five (5) regular work days after which time any time off for negotiation purposes shall be paid by the Union. In such circumstances the Employer will continue to pay the employee but will invoice the Union for all of its costs with respect to that employee's salary and benefits. Such invoice shall be paid within 30 days.

18.08 The Employer will provide bulletin boards for the exclusive use of the Union within the lunch room, for the purpose of the union posting notices and union publications.

18.09 (a) Fifteen (15) sick leave days per year will be earned by an employee at the rate of 1 1/4 days for every month an employee is employed as a full-time employee. Employees may borrow against unearned sick leave in each calendar year, however, if they leave the employ of the Credit Union, they will be required to reimburse for the unearned portion. Part-time employees shall accumulate one point two five (1.25) sick days for every twenty (20) days worked (but not to exceed fifteen (15) days per year).

(b) (i) Bargaining Unit employees may use sick leave for medical, dental or other similar type appointments as well as a result of an illness of a family nature or a family emergency personal to the employee which must be addressed by the employee during working hours (including a natural disaster such as a flood or fire). Notwithstanding the above, the employees agree to make every effort to schedule the above appointments during non-working hours. Except in the case of emergencies and appointments with specialists, appointments shall not be made without the prior approval of management which such approval will not be unreasonably withheld.

(ii) **For the purposes of Article 18.09(b)(i) and (f), each appointment shall include sick leave deduction in one hour increments only. For example, should an appointment total 1 hour 20 minutes, the sick leave deduction will be 2 hours. There is no maximum amount of sick leave usage pursuant to this article.**

(iii) For the purposes of Article 18.09(b)(i) and (f), the employee will provide necessary information as requested by the Employer in advance of the appointment to confirm the purpose of the sick leave request (i.e. the appointment confirmation from the medical provider). Any costs associated with this request will be paid for by the Employer.

(c) (i) At the end of each calendar year unused sick days will be retained in a bank of sick days to a maximum of one hundred twenty days (120). This bank will be used after current year's sick leave and will have no monetary value. An unused sick day total shall be provided in a statement form by January 31st of each year.

(ii) Employees hired after June 17th, 2019 shall only maintain a sick bank to a maximum of sixty (60) days, and such sick bank will have no monetary value.

(d) In the case of illness that extends beyond five (5) consecutive working days or an annual usage of 10 days (**covering the period January 1 - December 31**), a doctor's certificate may be requested at the employee's immediate Manager's

discretion the cost of which the Employer will reimburse the employee. If a doctor's certificate is requested and not provided within a reasonable time the employee will lose the sick benefits or, alternatively, can request a transfer of sick benefits to vacation days. If the employee's illness extends beyond nine (9) consecutive work days, **they** will only receive such paid leave as long as **they demonstrate** good faith efforts to cooperate with **available third party support services such as the Employee and Family Assistance Program (EFAP)**. Where there are no such efforts, the Employer will give at least ten (10) working days' notice to give the employee an opportunity to demonstrate such efforts before stopping the employee's sick leave benefits.

If the employee demonstrates cooperation there will be no interruption of sick benefits.

- (e) An employee on extended sick leave of twenty (20) working days or longer may be required to provide a Doctor's certificate stating the employee is fit to return to work.
- (f) In the event an employee must attend a medical or dental appointment to accompany a spouse including common law or same sex partner, child including step child or foster child, parent including a parent- in-law and any family member residing in the employee's home, the employee will be entitled to use sick leave. Employees must seek the prior approval of management for appointments pursuant to this article; such approval will not be unreasonably withheld.
- (g) Sick leave benefits shall not accrue to an employee who is on sick leave without pay for a period longer than thirty (30) days.
- (h) Any required re-familiarization training will be provided to any employee who returns to work following an absence of nine (9) months or longer.

18.10 An employee will be granted the following paid leaves:

- (a) seven (7) consecutive days due to death of a spouse or child;
- (b) **five (5) consecutive days due to death of a father, mother, sister, brother, father-in-law or mother-in-law of the employee, grandchild or someone for whom the employee is the primary caregiver;**
- (c) **three (3) consecutive days due to death of an employee's brother-in-law, sister-in-law, grandparent;**
- (d) One (1) day to attend the funeral of an aunt or uncle, niece or nephew or close friend;
- (e) travel time of up to two working days may be granted by management in the case of (a), (b), (c) or (d) above;
- (f) spouse shall include common-law relationships;
- (g) child shall include stepchildren and foster children; and

(h) **A maximum of two (2) days as referred to above can be held back and used for reasons related to the death (funeral, burial, etc.) within 6 months of the death.**

18.11 An employee selected for Jury duty or subpoenaed as a witness will receive their regular pay less any serving fee they might receive. Employees will be expected to report for work when not required to be in court or other proceeding.

18.12 If the Employer is open for business, all employees are expected to report to work. If an employee does not report to work on account of weather conditions, the employee **may** use a vacation day or take a day without pay. Should the Credit Union close at any point during the day, the Employee will be paid for any portion of the day that the Credit Union is closed.

18.13 **The Employer shall grant all eligible leaves of absences available under the Nova Scotia *Labour Standards Code* requirements to bargaining unit employees. Such leaves shall include, but are not limited to, compassionate care and domestic violence leave.**

ARTICLE 19 - JOB POSTING PROCEDURE

- 19.01** (a) A job posting shall be posted on the bulletin board for a period of five (5) working days. Copies will be sent by mail to employees away on leave, or on lay off inviting interested applicants to apply for the posting
- (b) The postings shall contain a description of the more significant duties as well as salary and qualifications for the job.
- (c) Such vacancies shall be filled within a period of up to twenty (20) working days following the date of the initial posting.
- (d) Where the Employer decides to fill a vacant permanent position on a temporary basis for in excess of 90 days the most senior interested employee who has the ability to do the job shall be assigned provided this does not interfere with the efficient operation of the business. If there are no employees interested in such temporary assignments, the Employer may make whatever assignment it considers necessary.
- (e) In filling vacancies within the bargaining unit, the employer recognizes that job opportunities should increase in proportion to seniority.
- (f) Appointments to any position outside the employee's classification shall be made on the basis of qualifications as required for the position, relative competencies as required for the position and seniority. In making an assessment of these factors the greater weight will be given to seniority.
- (g) In the event no members of the bargaining unit qualify for the position; but there is a member of the bargaining unit who has met all of the requirements of clause (f) above, with the exception of a specific qualification, the Employer will provide such Employee three (3) months to obtain such qualification. The Employee will not occupy the position until such time as they obtain the necessary qualification.
- (h) Resume will only be required on initial hiring; however, internal job applicants are required to provide sufficient information to allow the Employer to evaluate any required qualifications, abilities or competencies as per clause (f) above.
- (i) If the Employer establishes a new regular part time position, this job shall be posted in accordance with Article 19.01(a), (b) and (c).
- (j) If on posting a newly established regular part time position, a full-time employee applies with the purpose of changing from full time to part time status, filling of this position will be subject to Article 19.01(a), (b), (c) and (f).
- (k) When a position which the employer initially establishes as a regular part time position is determined later by the Employer to be a full time position it shall then be posted.
- (l) For those jobs which are excluded by this Collective Agreement, Management will post a copy of the job posting in the Credit Union.

- 19.02** (a) An employee selected for promotion inside the bargaining unit will be given up to 90 days trial in the new job to prove competence. If, however, the Employer or the promoted employee determines the employee is not suited to the job, the employee will be restored to their previous position.
- (b) If the successful applicant for a bargaining unit job proves to be unsatisfactory within the first 90 days in the job, reposting the job is not necessary. A replacement may be selected from the balance of the applicants subject to 19.02(a). If none of the balance of the applicants meet the job requirements, then management may select whomever it considers satisfactory for the job.

ARTICLE 20 - AMENDMENT

This Agreement, except insofar as it refers to the duration of the Agreement, may be amended at any time by mutual written agreement of the parties hereto.

ARTICLE 21 - ESTABLISHED PRACTICES

All privileges now in effect, and not in conflict with the Agreement, and not covered specifically in this Agreement, shall remain in full force and effect.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.01 The parties agree that there will be a Joint Occupational Health & Safety Committee. The Committee and the employees will have all rights as per the Occupational Health & Safety Act of the Province of Nova Scotia.

- (a) **The parties agree that there will be a JHSC. The Union can appoint three members and two alternates to the JHSC. The JSHC shall be co-chaired by one employee member (as selected by the employees) and one Employer member (as selected by the Employer).**
- (b) **The JHSC will perform its duties pursuant to the requirements as set out in the OHSA.**
- (c) **The Employer will post and update (as required) on the OHS bulletin board, the names of all JHSC members.**

22.02 No employee shall be scheduled such that they are required to be in any Credit Union location alone.

ARTICLE 23 - TRAINING

- 23.01** (a) Employees required to use their personal automobile for training or other Credit Union business or travel to write an exam for a course required to be taken by the Employer shall receive an allowance of a rate per kilometre as approved by the Board.
- (b) Employees required to travel out of town for training or other Credit Union business or travel to write an exam for a course required to be taken by the Employer shall be reimbursed for lodging and meal expenses as approved by the Board.
- (c) Should either of the above policies be amended by the Board, the amended policy will be provided to the Unit Chairperson.
- 23.02** The Employer will endeavour to provide educational opportunities for the employees that will make them more effective in performing their job responsibilities. The employer will endeavour to provide reasonable notification to employees of relevant job related approved courses. Any employee who is required by the employer to take any such course to upgrade present or obtain new skills useful to the performance of their job shall be reimbursed for the course and in accordance with the business meeting and travel policy. The employee shall also be reimbursed upon provision of satisfactory receipts for extra child care expenses actually incurred for hours beyond the regular work day to a maximum daily amount of \$60.
- 23.03** Any full time employee who is required by the Employer to take a course to obtain or maintain their job shall be allowed up to two consecutive hours once per week, if necessary, to study and one day within the two weeks prior to the final exam to study for the exam.
- 23.04** The Employer is committed to train staff on new methods and technology implemented by the Employer. **Such training time shall be within the regular working hours.**
- 23.05** Opportunity to cross train on any job will be offered based on seniority. The employee with the most seniority will be cross trained on all jobs of their choice before any junior employee. After completion of cross training, the employee will be evaluated and assessed as capable or not. When replacing an incumbent on a temporary basis, the most senior employee who has been evaluated and assessed to be capable for the incumbent's position will have first refusal.

ARTICLE 24 - JOB SECURITY

24.01 The Employer is aware of the importance of job security of its employees and will discuss a minimum of three months in advance, if possible, with the Union any planned changes in its operation which would cause a permanent reduction of the work force. The objective of the discussion would be the continued employment of those employees affected.

24.02 In the event it is not possible to continue the employment of employees whose positions have become redundant, the Employer will pay the affected employees severance pay of one (1) week's regular pay for every full year of service in the first fifteen (15) continuous years of service and after fifteen (15) years and more, 2 weeks for each year of continuous service. If it is possible to continue the employment of an employee whose position has become redundant, the employee may choose to elect severance pay of one (1) week's regular pay for every full year of service to a maximum of thirty (30) weeks pay.

Upon payment of the severance pay, the employee loses all seniority and their employment with the Employer is terminated.

ARTICLE 25 - PAY IN A HIGHER JOB

When an employee is temporarily assigned by the Employer to occupy a higher paying job, for all time worked in the higher rated position during the absence of an incumbent, the employee shall receive the higher rate of pay. When an employee is temporarily assigned to do work in a lower paying job, the employee shall continue to receive her regular rate of pay.

ARTICLE 26 - DURATION OF AGREEMENT

- 26.01** (a) This Agreement shall be effective from date of signing to December 31st, **2024** and shall be renewed automatically for one-year periods unless either party notifies the other in writing within ninety (90) days of the expiry or any subsequent expiry that it wishes to negotiate.
- (b) The Employer shall pay annually, effective January 1, **2022**, January 1, **2023**, and January 1, **2024**, the sum of \$800 to the Unifor Paid Education Leave Fund and \$350 to the Unifor Social Justice Fund.

Unifor Social Justice Fund
115 Gordon Baker Road
Toronto, ON M2H 0A8

SIGNED in counterpart by the Credit Union this 20th day of Sept, 2022 and by the Union this 7th day of Sept, 2022.

COMMUNITY CREDIT UNION
CUMBERLAND COLCHESTER
LIMITED

Per: [Signature]

WITNESS to above signature:
[Signature]

UNIFOR, LOCAL 2107

Per: [Signature]

Per: [Signature]

Per: Jennifer Benoit

Per: [Signature]
UNIFOR NATIONAL REPRESENTATIVE

WITNESS to all above signatures:
[Signature]

SCHEDULE "A"

Rates as of January 1, 2022 (+75¢/hr)

| Classification # | | Start Rate | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 |
|---|----------|-------------|-------------|-------------|-------------|-------------|-------------|
| Classification 1 | | | | | | | |
| Member Relationship Advisor (MRA) | per hour | \$19.54 | \$19.95 | \$20.36 | \$20.77 | \$21.18 | \$21.59 |
| | annual | \$38,103.00 | \$38,902.50 | \$39,702.00 | \$40,501.50 | \$41,301.00 | \$42,100.50 |
| Classification 2 | | | | | | | |
| Concierge | per hour | \$21.77 | \$22.29 | \$22.75 | \$23.24 | \$23.73 | \$24.23 |
| | annual | \$42,451.50 | \$43,465.50 | \$44,362.50 | \$45,318.00 | \$46,273.50 | \$47,248.50 |
| Classification 3 | | | | | | | |
| Senior Member Relationship Advisor Clearing & Operations Clerk Compliance Support Clerk | per hour | \$23.27 | \$23.81 | \$24.34 | \$24.87 | \$25.41 | \$25.94 |
| | annual | \$45,376.50 | \$46,429.50 | \$47,463.00 | \$48,496.50 | \$49,549.50 | \$50,583.00 |
| Classification 4 | | | | | | | |
| Financial Service Clerk Commercial Financial Relationship Advisor Financial Relationship Advisor | per hour | \$23.80 | \$24.37 | \$24.93 | \$25.49 | \$26.06 | \$26.62 |
| | annual | \$46,410.00 | \$47,521.50 | \$48,613.50 | \$49,705.50 | \$50,817.00 | \$51,909.00 |
| Classification 5 | | | | | | | |
| Senior Financial Relationship Advisor Marketing Coordinator | per hour | \$24.87 | \$25.47 | \$26.08 | \$26.68 | \$27.28 | \$27.88 |
| | annual | \$48,496.50 | \$49,666.50 | \$50,856.00 | \$52,026.00 | \$53,196.00 | \$54,366.00 |

An SFRA or FRA who obtains the accredited designation and uses it in the performance of their job will receive a premium of \$1.25 per hour on top of their rate. Accredited designation means only the following: SFRA Designation, CuSource CUA, Mutual Fund License.

Rates as of January 1, 2023 (+50¢/hr)

| <u>Classification #</u> | | <u>Start Rate</u> | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Level 4</u> | <u>Level 5</u> |
|---|----------|-------------------|----------------|----------------|----------------|----------------|----------------|
| <u>Classification 1</u> | | | | | | | |
| Member Relationship Advisor (MRA) | per hour | \$20.04 | \$20.45 | \$20.86 | \$21.27 | \$21.68 | \$22.09 |
| | annual | \$39,078.00 | \$39,877.50 | \$40,677.00 | \$41,476.50 | \$42,276.00 | \$43,075.50 |
| <u>Classification 2</u> | | | | | | | |
| Concierge | per hour | \$22.27 | \$22.79 | \$23.25 | \$23.74 | \$24.23 | \$24.73 |
| | annual | \$43,426.50 | \$44,440.50 | \$45,337.50 | \$46,293.00 | \$47,248.50 | \$48,223.50 |
| <u>Classification 3</u> | | | | | | | |
| Senior Member Relationship Advisor Clearing Operations Clerk & Compliance Support Clerk | per hour | \$23.77 | \$24.31 | \$24.84 | \$25.37 | \$25.91 | \$26.44 |
| | annual | \$46,351.50 | \$47,404.50 | \$48,438.00 | \$49,471.50 | \$50,524.50 | \$51,558.00 |
| <u>Classification 4</u> | | | | | | | |
| Financial Service Clerk Commercial Financial Relationship Advisor Financial Relationship Advisor | per hour | \$24.30 | \$24.87 | \$25.43 | \$25.99 | \$26.56 | \$27.12 |
| | annual | \$47,385.00 | \$48,496.50 | \$49,588.50 | \$50,680.50 | \$51,792.00 | \$52,884.00 |
| <u>Classification 5</u> | | | | | | | |
| Senior Financial Relationship Advisor Marketing Coordinator | per hour | \$25.37 | \$25.97 | \$26.58 | \$27.18 | \$27.78 | \$28.38 |
| | annual | \$49,471.50 | \$50,641.50 | \$51,831.00 | \$53,001.00 | \$54,171.00 | \$55,341.00 |

An SFRA or FRA who obtains the accredited designation and uses it in the performance of their job will receive a premium of \$1.25 per hour on top of their rate. Accredited designation means only the following: SFRA Designation, CuSource CUA, Mutual Fund License.

Rates as of January 1, 2024 (+50¢/hr)

| <u>Classification #</u> | | <u>Start Rate</u> | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Level 4</u> | <u>Level 5</u> |
|---|----------|-------------------|----------------|----------------|----------------|----------------|----------------|
| <u>Classification 1</u> | | | | | | | |
| Member Relationship Advisor (MRA) | per hour | \$20.54 | \$20.95 | \$21.36 | \$21.77 | \$22.18 | \$22.59 |
| | annual | \$40,053.00 | \$40,852.50 | \$41,652.00 | \$42,451.50 | \$43,251.00 | \$44,050.50 |
| <u>Classification 2</u> | | | | | | | |
| Concierge | per hour | \$22.77 | \$23.29 | \$23.75 | \$24.24 | \$24.73 | \$25.23 |
| | annual | \$44,401.50 | \$45,415.50 | \$46,312.50 | \$47,268.00 | \$48,223.50 | \$49,198.50 |
| <u>Classification 3</u> | | | | | | | |
| Senior Member Relationship Advisor Clearing & Operations Clerk Compliance Support Clerk | per hour | \$24.27 | \$24.81 | \$25.34 | \$25.87 | \$26.41 | \$26.94 |
| | annual | \$47,326.50 | \$48,379.50 | \$49,413.00 | \$50,446.50 | \$51,499.50 | \$52,533.00 |
| <u>Classification 4</u> | | | | | | | |
| Financial Service Clerk Commercial Financial Relationship Advisor Financial Relationship Advisor | per hour | \$24.80 | \$25.37 | \$25.93 | \$26.49 | \$27.06 | \$27.62 |
| | annual | \$48,360.00 | \$49,471.50 | \$50,563.50 | \$51,655.50 | \$52,767.00 | \$53,859.00 |
| <u>Classification 5</u> | | | | | | | |
| Senior Financial Relationship Advisor Marketing Coordinator | per hour | \$25.87 | \$26.47 | \$27.08 | \$27.68 | \$28.28 | \$28.88 |
| | annual | \$50,446.50 | \$51,616.50 | \$52,806.00 | \$53,976.00 | \$55,146.00 | \$56,316.00 |

An SFRA or FRA who obtains the accredited designation and uses it in the performance of their job will receive a premium of \$1.25 per hour on top of their rate. Accredited designation means only the following: SFRA Designation, CuSource CUA, Mutual Fund License.

SCHEDULE "B"

Seniority List as of 3/31/2022

| First Name | Last Name | Branch | Permanent Hire Date | Years at CCU | Years at Other FI (Service) | Years at Other FI (Seniority) | Total Years Service | Total Years Seniority |
|-------------------|------------------|---------------|----------------------------|---------------------|------------------------------------|--------------------------------------|----------------------------|------------------------------|
| Patricia | Wright | Truro | March 18, 1996 | 26.05 | | | | 26.05 |
| Pamela | Richard | Truro | July 16, 2001 | 20.72 | | | | 20.72 |
| Bonita | Sellars | Truro | July 16, 2001 | 20.72 | | | | 20.72 |
| Annamarie Marion | Gabriel | Amherst | September 15, 2003 | 18.55 | | | | 18.55 |
| Nancy | Corey | Truro | July 31, 2006 | 15.68 | | | | 15.68 |
| Lisa M | Gould | Amherst | May 21, 2007 | 14.87 | | | | 14.87 |
| Jessica Dawn | Porter | Amherst | April 8, 2013 | 8.98 | | | | 8.98 |
| Amy | Peterson | Truro | October 4, 2018 | 3.49 | | | | 3.49 |
| Brent | McCarthy | Amherst | March 27, 2019 | 3.01 | | | | 3.01 |
| Lisa L | LaSaga | Truro | December 5, 2019 | 2.32 | | | | 2.32 |
| Aaron A | Petrie | Truro | March 2, 2020 | 2.08 | | | | 2.08 |
| Chelsie L | Morris | Amherst | May 6, 2020 | 1.90 | | | | 1.90 |
| Jennifer E | Troop | Amherst | July 2, 2020 | 1.75 | | | | 1.75 |
| Taylor Ashlee | Bates | Truro | October 27, 2020 | 1.42 | | | | 1.42 |
| Krista Joy | Read | Amherst | February 1, 2021 | 1.16 | | | | 1.16 |
| Katherine Olivia | Hamilton | Truro | September 1, 2021 | 0.58 | | | | 0.58 |
| Deborah | Carroll | Truro | October 4, 2021 | 0.49 | | | | 0.49 |
| Bryan Ashley | MacDonald | Truro | October 12, 2021 | 0.47 | 9 | | 9.47 | 0.47 |
| Katie Anne | Huey | Truro | November 22, 2021 | 0.35 | | | | 0.35 |
| Brandon Nicholas | Steeves | Amherst | January 4, 2022 | 0.24 | | | | 0.24 |

For bargaining unit seniority purposes, years of service at another Credit Union are only taken into consideration for bargaining unit members working at Community Credit Union at the time the Union was certified. New bargaining unit members (since certification) with service from a previous credit Union cannot have that time count towards bargaining unit seniority. However, service at another Credit Union will count towards service awards provided there has not been a break in service of greater than 12 months. New employees who work as casuals prior to becoming bargaining unit members only begin accruing seniority from their date of permanent hire into a bargaining unit position.

MEMORANDUM OF UNDERSTANDING NO. 1

BETWEEN

Community Credit Union of Cumberland Colchester Limited (the "Employer")

AND


Unifor, Local 2107 (the "Union")

The parties agree that:

A bargaining unit member who has held a permanent position and who has either been bumped or has opted to voluntarily move to another classification, may repost into their former job, and be restored to the Level of the pay scale held at the time of leaving their former position if such reposting occurs within 24 months of the date they left the position. Such bargaining unit members will also be paid at the Level of the pay scale held at the time of leaving their former position if that employee fills a temporary vacancy of their former job during periods of illness or vacation.

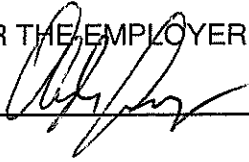
DATED at Truro, Nova Scotia this 20 day of September, 2022.

FOR THE UNION:



Jennifer Bennett

FOR THE EMPLOYER:



MEMORANDUM OF UNDERSTANDING NO. 2

BETWEEN

Community Credit Union of Cumberland Colchester Limited (the "Employer")

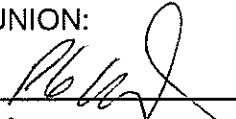
AND

Unifor, Local 2107 (the "Union")

The parties agree that with reference to Schedule "A", any Employee who is currently in receipt of the \$1.00 Mutual Fund license premium will continue to receive such premium until April 1, 2023 or until such time as they receive the higher \$1.25 premium.

DATED at Truro, Nova Scotia this 20 day of September, 2022.

FOR THE UNION:



Jennifer Bennett

FOR THE EMPLOYER:

