



COLLECTIVE AGREEMENT

BETWEEN

COMTECH FIRE CREDIT UNION LTD.

CLERICAL EMPLOYEES

AND

UNIFOR AND ITS LOCAL 6007

JULY 1, 2020 – JUNE 30, 2023

TABLE OF CONTENTS

ARTICLE 1 – APPLICATION	5
ARTICLE 2 – DISCRIMINATION.....	5
ARTICLE 3 – DEFINITIONS.....	5
ARTICLE 4 – DEDUCTION OF REGULAR DUES.....	7
ARTICLE 5 – EMPLOYEE INFORMATION	7
ARTICLE 6 – NOTIFICATION TO UNION	8
ARTICLE 7 – EMPLOYEE REPRESENTATIVES	8
ARTICLE 8 – TIME ALLOWANCE.....	8
ARTICLE 9 – MEETINGS	10
ARTICLE 10 – BARGAINING PROCEDURE	10
ARTICLE 11 – EXPENSES	10
ARTICLE 12 – MANAGEMENT RIGHTS.....	12
ARTICLE 13 – HEALTH AND SAFETY.....	12
ARTICLE 14 – LEAVES OF ABSENCE	13
14.01 Pregnancy and Parental Leave.....	13
14.02 Supplemental Pregnancy Allowance.....	13
14.03 Union Business.....	13
14.04 Unifor Paid Education Leave	13
14.05 Other than Union Business	14
14.06 Bereavement Leave	14
14.07 Witness and Jury Duty	14
14.08 Other Employment Standard Leaves of Absences.....	14
ARTICLE 15 – DISCIPLINE	14
ARTICLE 16 – GRIEVANCES.....	15
Individual and Group Grievances.....	16
Policy Grievances	16
Time Limits.....	18
General.....	18
ARTICLE 17 - ARBITRATION	18
ARTICLE 18 – FORCE ADJUSTMENT.....	19
ARTICLE 19 – TECHNOLOGICAL CHANGE	21

ARTICLE 20 – RATES OF PAY	22
ARTICLE 21 – WAGE ADMINISTRATION	22
Promotional Pay Treatment.....	23
Temporary Wage Assignments	23
Higher Rates of Pay	23
Pay Days	24
ARTICLE 22 – DIFFERENTIAL AND PREMIUM PAY	24
In-Charge Differential.....	24
Demonstration Differential.....	24
Tuition refund Clause.....	24
ARTICLE 23 – SENIORITY	25
ARTICLE 24 – HOURS OF WORK	26
Full-Time Employees	26
Part-Time Employees	26
Arrangement and Assignment of Tours of Duty	26
Meal Period.....	27
ARTICLE 25 – OVERTIME	27
ARTICLE 26 – HOLIDAYS	29
Pay for Work on a Holiday	30
Pay for Holiday Not Worked	31
ARTICLE 27 – VACATIONS.....	31
Pay in Lieu of Vacation	34
Part-time Vacation	34
ARTICLE 28 – DAY OFF WITHOUT PAY	35
ARTICLE 29 – PERSONAL DAYS OFF WITH PAY.....	35
ARTICLE 30 – SICKNESS ABSENCE.....	35
Absence Due to Sickness or Quarantine Prior to the Eighth Full Calendar Day of Absence	35
Absence Due to Sickness or Quarantine on or after the Eighth Full Calendar Day of Absence	36
ARTICLE 31 – BEREAVEMENT LEAVE.....	36
ARTICLE 32 - TRANSFERS.....	37
ARTICLE 33 – JOB POSTING	37
ARTICLE 34 – COST OF LIVING ALLOWANCE.....	38

ARTICLE 35 – VALIDITY OF AGREEMENT	39
ARTICLE 36 – WOMEN’S ADVOCATE.....	39
ARTICLE 37 - SOCIAL JUSTICE FUND.....	40
ARTICLE 38 – CANCELLATION OF PREVIOUS AGREEMENT	40
ARTICLE 39 - DURATION.....	40
APPENDIX “A” – JOB CATEGORIES	42
APPENDIX “B” - LOCALITIES	43
APPENDIX “C” – WAGE RATES	44
LETTERS OF INTENT/UNDERSTANDING	47
LETTER OF INTENT – CAREER PLANNING	47
LETTER OF INTENT – SECURITY INTERVIEWS	48
LETTER OF INTENT – VOLUNTARY PLAN OF PART-TIMING.....	49
LETTER OF UNDERSTANDING - PROFIT SHARING INFORMATION	50
LETTER OF UNDERSTANDING – TREATMENT OF CREDIT UNION ACQUISITIONS.....	51

ARTICLE 1 – APPLICATION

- 1.01 The Company agrees to recognize the Union as the sole collective bargaining agent for employees covered by this Agreement.

ARTICLE 2 – DISCRIMINATION

- 2.01 The Company will not discriminate against an employee because of membership in the Union or activity authorized herein on behalf of the Union.
- 2.02 The Company and the Union agree that they will not threaten, intimidate or unlawfully discriminate against an employee for reasons of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, record of offenses subject to being bondable if an employee is working in a position that requires bonding, marital status, family status or disability as these terms are defined by the Ontario Human Rights Code.
- 2.03 Use in this Agreement of the masculine or feminine gender shall be construed as including both male and female employees, and not as specific sex designations.
- 2.04 All employees must be bondable.

ARTICLE 3 – DEFINITIONS

- 3.01 For purposes of this Agreement;

- (a) “Employee” means a person employed in Comtech Fire Credit Union. To do work in any of the occupations listed in Appendix A, but does not include a person who:
- 1) is employed in a confidential capacity in matters relating to industrial relations, or
 - 2) is employed as an occasional employee, or
 - 3) exercises management functions
- (b) “Regular Employee” means an employee whose employment is reasonably expected to continue longer than one year, although such employment may be terminated earlier by action on the part of the Company or the employee.

- (c) "Regular Term Employee" means an employee engaged for a specific project or limited period which is expected to continue for more than twelve months but may terminate upon completion of the project or at the end of the period.
- (d) "Temporary Employee" means an employee who is engaged on the understanding that the period of employment is expected to continue for more than three weeks but not more than one year.
- (e) "Full-Time Employee" means an employee who is normally required to work the basic hours of work.
- (f) "Part-Time Employee" means an employee who is normally required to work less than the basic hours of work.
- (g) "Occasional Employee" means an employee who is engaged on the understanding that the period of employment will not exceed forty-five days in a calendar year, of which no more than three weeks may be worked consecutively.
- (h) "Probationary Employee" means an employee having less than one year of net credited service.
- (i) "Basic Hours of Work" means the basic hours of work per day and the basic days of work per week as provided in Article 24 for full-time employees.
- (j) "Scheduled Work Week" means the scheduled tours of duty comprising the basic hours of work for the week.
- (k) "Tour of Duty" means the period of time, not exceeding the basic hours of work per day, which an employee is scheduled on any day, and of which he has been advised in advance.
- (l) "Half Tour" means one-half the duration of a tour of duty.
- (m) "Day Period" means the period of time between 7 A.M. and 8 P.M. on any day.
- (n) "Day Tour" means a tour of duty all of which falls within the Day Period.

- (o) "Representative" means an employee who has been elected to represent a group of employees, and whose election as such has been certified by the Union to the Company.
- (p) "Headquarters" means the locality of Toronto.

ARTICLE 4 – DEDUCTION OF REGULAR DUES

- 4.01 Subject to the provisions of the Article, the Company will, in each pay period, deduct an amount equivalent to the regular Union dues from the pay of all employees in the bargaining unit.
- 4.02 Where an employee does not have sufficient earnings in respect of any pay period to permit deductions, the Company shall not be obligated to make such deductions from subsequent earnings.
- 4.03 The Company will cease making such deductions when an employee is assigned to a position not covered by an Agreement with the Union, with the exception of employees who are assigned to an acting or temporary management position for three months or less.
- 4.04 The amount of regular Union dues shall be such amount as may from time to time be certified to the Company, in a form approved by the Company, by an officer of the Union.
- 4.05 Regular Union dues means the dues established as the dues payable and shall not include any initiation fee, insurance premium or special levy.
- 4.06 As soon as possible after the end of each month, the Company will remit to the Treasurer of the Union, by cheque, the amount so deducted.
- 4.07 The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article.

ARTICLE 5 – EMPLOYEE INFORMATION

- 5.01 The Company agrees to supply each employee with a copy of this Agreement.

ARTICLE 6 – NOTIFICATION TO UNION

- 6.01 The Company agrees to supply monthly to designated Officers of the Union, the names and relevant information supporting the deduction of Union dues for all employees who were eligible for membership in the Union at any time during the month for which the information is supplied. The Company will also provide any additional information mutually agreed to by the parties.
- 6.02 The Company agrees to advise the Representative concerned when an employee is hired, transferred, reclassified, or promoted to a management position. Such advice will be given to the Representative in writing at the time the employee is informed or immediately thereafter.
- 6.03 Subject to the provisions of Section 6.04, the Company agrees to give as much prior notice as circumstances permit to the Representative of the employee concerned of any contemplated discipline, dismissal, or suspension, or demotion.
- 6.04 Where the Company deems it necessary to take immediate action in dismissing, or suspending, or demoting, any employee, the Company shall thereafter immediately advise and review the case with the Representative of the employee concerned.

ARTICLE 7 – EMPLOYEE REPRESENTATIVES

- 7.01 The number of Representatives shall not exceed one. The Union agrees to notify the Company in writing of the name of the Representative and of the Company operating unit in which he acts as a Representative. A Representative shall not act as such during working time until the Company has been notified in writing of his election.
- 7.02 Before changing the status of any Representative who is to continue in the Company's employ, so as to render him ineligible to represent his voting unit, such Representative shall be allowed reasonable time to transfer his duties as a Representative to his successor.

ARTICLE 8 – TIME ALLOWANCE

- 8.01 The Company agrees that:
- (a) An employee who has, or believes he has a grievance may confer with his Representative or with management during his scheduled working hours,

without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof; provided, however, that each employee must arrange with his immediate supervisor, subject to service requirements, for all time off the job required for the above purposes.

- (b) A Representative may discuss a grievance with a grievor or attend meeting with the Company on behalf of the Union, during his scheduled working hours, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof; provided, however, that the Representative must arrange with his immediate supervisor, subject to service requirements, for all time off the job required for the above purposes.

8.02 A Representative of the Union may attend pre-bargaining meetings held by the Union to prepare for bargaining with the Company, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof, up to a maximum of two days from his regularly scheduled tours of duty, provided that the Company is given the name of the Representative at least two weeks before the date the time off is to begin.

8.03 An authorized bargaining Representative of the Union may have time off from work during his scheduled working hours for purposes of bargaining, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof; provided that such time is actually devoted to collective bargaining with management, but only until the expiry date of this Collective Agreement.

8.04 (a) Representatives may, without deduction of the time so occupied in the computation of the time worked for the Company, attend to other business of the Union during scheduled working hours, provided that each Representative must arrange with his immediate manager, subject to service requirements, for all time off the job, not to exceed three consecutive calendar days, required for the above purpose and providing such business is concerned with the bargaining unit covered by this Agreement. All time off so required will be granted as time off without pay; however;

- (b) The Company will pay the Representative on behalf of the Union, at his basic rate of pay for all time off without pay to attend to other business of the Union. Any amount so paid by the Company will be billed to the Union, which shall remit that amount to the Company within thirty days of receipt of the bill.

ARTICLE 9 – MEETINGS

- 9.01 Meetings between the authorized bargaining Representatives of the Union and the designated bargaining Representatives of the Company shall be held as required, on reasonable notice by either party.
- 9.02 At such meetings, the number of persons shall not exceed four for the Company and four for the Union. Any increase to the number of persons at the bargaining table shall be by mutual agreement between the parties.

ARTICLE 10 – BARGAINING PROCEDURE

- 10.01 All negotiations with a view to the completion of a collective agreement or to effecting changes or modifications in this Agreement shall be conducted between the authorized bargaining Representatives of the Union on the one hand and the designated bargaining Representatives of the Company on the other.
- 10.02 No agreement resulting from collective bargaining as herein provided shall be deemed to have been concluded until it is reduced to writing and signed by the authorized bargaining Representatives of the Union and by the designated bargaining Representatives of the Company, and an agreement so signed shall take effect as and from the effective date specified therein.

ARTICLE 11 – EXPENSES

- 11.01 Each party shall bear the expenses incurred by its own representatives in attending meetings or proceedings contemplated by this Agreement, and all joint expenses incurred in respect of such meetings and proceedings shall be borne by the parties in equal shares.

ARTICLE 12 – MANAGEMENT RIGHTS

12.01 The Company has the exclusive right and power to manage its operations in all respects and in accordance with its commitments and responsibilities to the members, to conduct its business efficiently and to direct the working forces and, without limiting the generality of the foregoing, it has the exclusive right and power to hire, promote, transfer, demote or lay-off employees, and to suspend, discharge or otherwise discipline employees. The Company agrees that any exercise of these rights and powers shall not contravene the provisions of this Agreement.

ARTICLE 13 – HEALTH AND SAFETY

13.01 Both parties to this Agreement acknowledge their common concern for maintaining a healthy and safe working environment.

13.02 The Company accepts the responsibility of making adequate and reasonable provisions for the health and safety of employees during their working hours.

Parties agree that commitment to health and safety should form an integral part of the Company. Prevention programs may include the following; employees training, workplace inspections, hazard analysis including ergonomic issues, analysis of the accidents and/or occupational diseases, housekeeping, first-aid, fire prevention, etc.

13.03 It is the employee's responsibility, subject to Company regulations and practices, to take all reasonable and necessary measures to ensure her safety; no employee is required to work in dangerous conditions or to use dangerous equipment.

13.04 The Company encourages participation and welcomes suggestions by the Union regarding the health and safety issues or concerns.

A Health and Safety Committee shall be composed of at least two (2) members of which one (1) represent the Union and one (1) member who is a representative of the Company. Decisions should be taken respecting provincial legislation.

The designated Union members of the Committee should be permitted time off with pay to prepare for and attend all meetings, training sessions, inspections, accident investigations as well as to accompany Ministry Inspectors. Each member will be paid for one (1) hour of preparation time before every committee meeting. Any additional time should be approved by the Company.

ARTICLE 14 – LEAVES OF ABSENCE

14.01 Pregnancy and Parental Leave

An employee who has completed thirteen weeks of continuous employment prior to estimated delivery date with the Company, shall be granted child care or adoption leave, without pay, under the conditions of eligibility set forth in the applicable Company practices currently in effect, or as amended from time to time following consultation with the Union. The Company will abide by the provisions of the Employment Standards Act, S.O., 2000, as amended, for pregnancy and parental leave.

14.02 Supplemental Pregnancy Allowance

In addition, a regular employee who has completed thirteen weeks of continuous employment with the Company and who meets the conditions of eligibility contained in the applicable Company practices shall receive a Supplemental Pregnancy Allowance in accordance with the same practices.

14.03 Union Business

Employees may be granted time off as per Article 8, Section 8.02, 8.03 and 8.04 (a) and (b).

14.04 Unifor Paid Education Leave

The Company agrees to pay into a special fund an amount of \$400.00 per year to provide for a Unifor Paid Education Leave (PEL) program.

Such payment will be remitted on an annual basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Company to the following address:

Unifor Paid Education Leave Program
1115 Gordon Baker Road
Toronto, ON M2H 0A8

The Company shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Company of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

14.05 Other than Union Business

If in the opinion of management, Company operating conditions permit, the Company may grant leave of absence without pay for a period not exceeding 6 months to an employee for legitimate personal reasons. Legitimate and reasonable requests for leave of absence will be given due consideration by the Company and, as a matter of policy, permission will not be withheld, provided such absence will not seriously interfere with the efficient continuation of satisfactory customer service. All leaves of absence shall be requested by written notice to the Company at least ten (10) days prior to the commencement of the period of leave. With respect to the granting of leave of absence, without pay, under the conditions of eligibility set forth in the applicable Company practices in effect, or as amended from time to time following consultation with the Union, there is a suspension on all employee benefits, pension plan contributions, vacation and sick time accrual.

14.06 Bereavement Leave

Employees may be granted time off as per Article 31, Sections 31.01, 31.02 and 31.03.

14.07 Witness and Jury Duty

An employee who is called to jury duty or subpoenaed as a witness, will be permitted such absence as is necessary as a result of such call or subpoena and she/he will be compensated by the Company for the difference between payment received for such duty and his regular pay, up to a maximum period of 6 months. The employee will present proof of service as a juror or witness as well as the amount of pay received for such service to their manager.

14.08 Other Employment Standard Leaves of Absences

The Company will follow the Employment Standard Act 2000 for other leaves of absences that are covered under the Act. Example: Personal Emergency Leave, Organ Donor Leave, Reservist Leave and Family Leaves.

ARTICLE 15 – DISCIPLINE

15.01 When Comtech Fire Credit Union requires a meeting with an employee for the purpose of receiving a formal discipline or investigation that could lead to discipline, the Company must advise and invite the Union Representative to attend. The employee concerned can advise the Union at time of meeting should the member object. Written confirmation

of any action taken will be given to the employee and the Union. No employee shall be disciplined; verbal or written warnings, suspended, dismissed or demoted for disciplinary reasons except for just cause.

15.02 Notwithstanding Section 15.01, the Company retains the right to terminate the employment of a probationary employee who is found by the Company to be unsuitable.

15.03 All discipline taken against any employee shall be removed from the employee's file after eighteen (18) months of good conduct. When discipline is taken against an employee in regards to members' accounts it shall be removed from an employee's file after twenty-four (24) months. When discipline has been removed from an employee's file, it may not form part of any subsequent disciplinary action or used in any other proceeding involving that employee.

ARTICLE 16 – GRIEVANCES

16.01 (a) The parties to this Agreement agree that any differences between the Union or the employees it represents and the immediate Manager should be settled as promptly as possible. To that end, nothing in this Article shall be construed as precluding informal discussions between the elected Representatives of the Union and the employees' immediate Manager in an attempt to resolve any differences prior to a grievance being filed in accordance with relevant provisions of this Article.

(b) Grievances of an individual employee or groups of employees may be handled by the Union at the request of the employee or employees, and shall be processed in accordance with Articles 16.04 to 16.13 inclusive. Each grievance shall be presented to the Company with thirty (30) days from the occurrence on which such grievance is based.

16.02 "Day" for the purposes of this Article shall mean any day that is not a Saturday, Sunday or one of those holidays described in Section 26.01.

16.03 All grievances shall be submitted in writing on a standard record of grievance form agreed to by the parties, and shall include;

- i. The grievor's name and occupation,
- ii. The date of the event giving rise to the grievance,
- iii. The nature of the grievance,

- iv. The remedy sought from the Company,
- v. Identification of the Article(s) allegedly violated, unless the grievance relates to a matter not covered by this Agreement

Individual and Group Grievances

Step 1

16.04 Where a grievance is handled by the Union at the employee's request, the employee's Representative or a representative designated by the Union shall attempt to settle the grievance with the employee's immediate manager having jurisdiction over the grievor(s). That Manager shall have five (5) days following the presentation of the grievance in which to render a decision orally. The Manager shall sign the grievance and enter the date a decision was rendered.

Step 2

16.05 Where a grievance has not been settled at Step 1, it shall be submitted by the employee's Representative to Operations Manager or another designated manager within five (5) days of the disposition of the matter at Step 1. The manager shall have ten (10) days following the presentation of the grievance in which to render a decision in writing. The manager shall sign the grievance and enter the date a decision was rendered.

Step 3

16.06 Where a grievance has not been settled at Step 2, it shall be submitted by a representative designated by the Union to the CEO or management designate within ten (10) days of the disposition of the matter at Step 2. Their CEO or designate shall have twenty (20) days following the presentation of the grievance in which to render a decision in writing. Their CEO or designate shall sign the grievance and enter the date a decision was rendered.

Step 4

16.07 Where a grievance concerning the interpretation, administration, application or alleged violation of a provision of the Agreement has not been settled at Step 3, the grievance shall, if so desired by the Union be referred to arbitration.

Policy Grievances

16.08 If the interests of the Union as a party to this Agreement are affected by the Company's interpretation, administration, application or alleged violation of any provision of the

Agreement, the Union may file a grievance which shall be filled at Step 2 and signed on behalf of the Union by the Officer of the Union, and shall be identified as a Policy Grievance. Such grievance shall be signed by an Officer of the Union and shall be identified as a Policy Grievance. Such grievances shall be processed in accordance with the relevant provisions of Sections 16.05, 16.06 and 16.07.

Time Limits

- 16.09 Any grievance not presented or processed by the Union in conformity with the mandatory time limits prescribed in this Article shall be deemed to have been abandoned and cannot be continued or re-opened.
- 16.10 If the Company fails to respond or if the grievance is not settled within these time limits the grievance may be processed immediately to the next step.
- 16.11 Time limits may be extended only by mutual consent, in writing.

General

- 16.12 Where a grievance is being handled by a representative of the Union, the Company will not endeavour to adjust the grievance with the employee involved without prior notice to the representative. Where, after such notice, an interview between the employee and management is to take place, the employee shall have the right to be accompanied by a representative. No such grievance will be deemed to have been settled without the concurrence of the employee's representative.
- 16.13 The right of an individual employee or groups of employees to settle their grievances personally with the Company through the regular channels, or equivalent, is not restricted by this Agreement, except where such grievance is being handled, or has been handled, by the Union.

ARTICLE 17 - ARBITRATION

- 17.01 Wherever a difference relating to the interpretation, application, administration or alleged violation of this Agreement arises between the Union and the Company, there shall be no stoppage of work and either party may, after exhausting the grievance procedure established by the Agreement, institute arbitration proceedings within thirty (30) calendar days after the disposition of the matter by the Company, in accordance with subsection 16.08, but no later, in the manner set forth below, to have the

difference in question determined. It is expressly agreed that the right to arbitration does not extend to any matters other than those concerning the interpretation, application, administration or alleged violation of this Agreement.

- 17.02 In the event that it becomes necessary to submit any matters to arbitration, the parties will endeavour in each instance to agree upon and appoint a single arbitrator within seven (7) days after the service by either party upon the other of written notice to arbitrate. If the parties fail to agree upon the appointment of an arbitrator, application may be made by either party, on written notice to the other, to the Minister of Labour for Ontario, to appoint as arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements.
- 17.03 The arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions thereof, and in reaching his decision he shall be bound by the terms and provisions of the Agreement.
- 17.04 The arbitrator shall, before the hearing, require the representatives of the parties to attend before him to define the question of interpretation, application, administration or alleged violation to be arbitrated and to establish the procedure to be followed at the hearing. All steps in connection with the arbitration shall be taken as expeditiously as possible.
- 17.05 The parties shall each bear one-half of the fees and expenses of the arbitrator and of any clerk or stenographer whom he may require and, except as aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits or otherwise.
- 17.06 The decision of the arbitrator shall be final and binding on the parties, but such decision shall not have retroactive effect prior to the date of the occurrence on which the grievance is based.

ARTICLE 18 – FORCE ADJUSTMENT

- 18.01 Where any condition arises which reduces the work load to the extent that a general program of lay-offs or spreading the work is contemplated, the Company shall endeavour to reach an agreement with the Union as to whether a plan of part-timing, lay-offs or a combination of the two shall be put into effect.

18.02 In the event that an agreement as to a plan cannot be reached within a period of fourteen (14) days after the matter has been submitted to the Union, the Company may proceed on a plan of part-timing to the extent it deems necessary.

It is expressly understood, however, that if the Company proceeds on a plan of part-timing at the expiration of the fourteen (14) day period or later as prescribed in this Article, negotiations toward an agreement relating to a force adjustment plan shall be resumed at any time at the request of either party. Similarly, after agreement has been reached as to a plan of force adjustment, either party may resume negotiations at any time in an effort to obtain agreement upon modifications of the plan then in effect.

18.03 In the event of a lay-off or forced adjustment the principle of seniority shall apply as follows: The GTA as one location to include Danforth Branch., Creekbank Branch and King St. Branch and Ottawa as a second location to include the Bank St. Branch. A third location will encompass the greater Kingston area and includes the Princess St. and the Amherstview Branch locations.

18.04 In the event of Article 18.01 the Company shall notify the affected employees in writing a minimum of ten (10) working days prior to implementing any layoff.

18.05 An employee subject to lay-off may choose to displace the person with the least seniority in the same position and branch location whose job the employee is capable and qualified to perform.

For purposes of bumping privileges: Bumping will first take place within your home office location and then if the Employee(s) are displaced they may exercise their right to bump an employee with less seniority in the same position in the district location they work from. Toronto and Mississauga shall be defined as one district location that includes Danforth Branch, Creekbank Branch and King St. Branch and Ottawa and Nepean shall be deemed to be another district location that includes Bank St. Branch. The third location will encompass the greater Kingston area and includes the Princess St. and the Amherstview Branch locations, provided they are capable and qualified to perform the job first.

New employees on probation will be laid off first if the affected employee(s) are qualified and able to perform the job regardless of whether it is their same position.

18.06 A regular employee with at least two (2) years continuous service who, if not on lay-off for more than six (6) months, will be retained on a recall list and will maintain and

accrue union seniority. When work is available, employees on the recall list will be recalled in order of seniority, provided that the employee to be recalled is qualified and able to do the work.

- 18.07 An employee electing to receive severance pay shall forfeit his/her rights to recall and be considered terminated. Recall rights shall automatically terminate as per Article 18.06. If at the end of the recall period, the employee has not been recalled or has not elected to receive severance pay he/she will automatically receive full severance entitlement and be considered terminated.
- 18.08 Notice of recall to work shall be directed by registered mail to the employee's last known address, unless he/she has received prior notice by telephone, which will be confirmed by registered mail. It shall be the employee's responsibility to keep the Company informed of his/her address.
- 18.09 The recalled employee must notify the Company of his/her intention to return to work within five (5) days of the date of recall notice, and must return to work within ten (10) working days of date of recall notice or make alternate arrangements satisfactory to the Company.
- 18.10 An employee who refuses recall to a job will not lose seniority, but will lose future claim to the job which he/she has refused to accept.
- 18.11 Prior to re-employment, employees in order of seniority who have bumped into other positions shall be given the first opportunity to return to their previous position when a vacancy occurs.
- 18.12 No new employee(s) shall be employed into the bargaining unit while an employee who possesses the skills and abilities, as determined by management, of performing the essential duties of that position remains on layoff and is willing to be recalled. An employee shall be considered to be capable to perform any position for which the employee can become proficient within six (6) weeks of on-the-job training.

ARTICLE 19 – TECHNOLOGICAL CHANGE

- 19.01 The parties agree that prior to the implementation of any new technology and or change that notification will be given to the Union. In addition, they will continue the

system of consultation in order to assist employees affected by any technological change to the effects thereof.

ARTICLE 20 – RATES OF PAY

- 20.01 The parties agree that clerical job evaluation affords an acceptable method for establishing the relative worth of clerical occupations. Clerical occupations shall be rated by the Company in accordance with the job evaluation now in effect. The Company will advise the Union of the rating of clerical occupations occupied by employees covered by this Agreement.
- 20.02 Every employee covered by this Agreement will be graded and will have a job title, as set out in the Appendix "A".
- 20.03 Existing job titles shall not be eliminated or changed without prior notification to the Union. If the Union objects to the elimination or amendment of the classification, the matter shall be the subject of discussion between the Union and the Company. If the parties fail to reach an agreement, then the matter may be processed through the grievance procedure.
- 20.04 The Company agrees to provide job descriptions for all job titles for which the Union is the bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions. If the Union disagrees with any job description, this matter shall also be the subject of discussion between the Union and the Company. If no agreement can be reached, then these matters may be processed through the grievance procedure.
- 20.05 Where the duties or volume of work in any job title are changed or increased to the extent that it appears that a change in salary level and/or job title is warranted, or where an employee considers that she is incorrectly classified, the salary and job title for that position shall be the subject of discussion between the Union and the Company. If the parties fail to reach agreement, the matter may be processed through the grievance procedure.

ARTICLE 21 – WAGE ADMINISTRATION

- 21.01 Except as otherwise provided in Appendix "C" of this Agreement, the time interval from one step to the next on the wage bands shall be six (6) months.

- 21.02 The time interval shall begin, for an employee who is engaged or re-engaged:
- a) between the first and fifteenth day of a month inclusive – on the first day of that month,
 - b) on or after the sixteenth day of a month – on the first day of the following month.
- 21.03 Wage increases shall be granted on the basis of satisfactory performance as determined by the Company, and may be granted at intervals specified in the wage bands in Appendix “C”, or be deferred for a period determined by the Company. Where an increase is deferred, the Union and the employee concerned shall be informed of the reasons for such action. Increases and decreases in the basic rates of pay shall not be made effective while an employee is absent due to leave, accident, sickness or quarantine.
- 21.04 The effective day for an increase shall be the first day of the bi-weekly period closest to the first day of the month.

Promotional Pay Treatment

- 21.05 Where an employee is promoted, the rate of pay on promotion shall be the rate on the wage band of the new job which is immediately higher than the employee’s current wage band step. The months accumulated since the last scheduled increase prior to promotion shall be credited to the employee on the wage band of the new job. However the number of months so accumulated is limited to the time interval to reach the next step of the wage band as outlined in Appendix “C” of this Agreement.

Temporary Wage Assignments

- 21.06 Where an employee is temporarily assigned to a job in a higher wage band for one (1) week or longer, pay treatment for the period of such temporary assignment shall be in accordance with Section 21.05.

Higher Rates of Pay

- 21.07 Under certain conditions of which the Union shall be notified, higher rates than those called for by the wage bands filed with this Agreement may be paid by the Company to individual employees, where in the Company’s judgement, such rates are appropriate.

Pay Days

21.08 An employee shall be paid every alternate Wednesday at his basic rate of pay for the two-week period ending the Saturday previous to the pay day; and for overtime work and other additions in pay for the two-week period preceding the period for which the basic rate is paid. Pay will be adjusted for unpaid absences which occurred during such earlier two-week period.

ARTICLE 22 – DIFFERENTIAL AND PREMIUM PAY

In-Charge Differential

22.01 An employee who is assigned, at any time, to be in charge of other employees during the absence of management, for less than one (1) week, shall be paid an in-charge differential of \$3.00 where the employee is so assigned for a minimum of one (1) but not more than four (4) hours in a day, and \$6.00 where the employee is so assigned for more than four (4) hours in a day.

Demonstration Differential

22.02 An employee who is assigned to show or demonstrate a work method or procedure shall be entitled to receive a demonstration differential of \$1.00 per hour, or part thereof, where the employee is so assigned and performs such assignment. The minimum period of each such assignment shall be one (1) hour.

Tuition refund Clause

22.03 This is to confirm our understanding with respect to tuition reimbursement for full-time and permanent part-time employees seeking to further their education as it pertains to their role within the Credit Union.

The Credit Union supports and encourages full-time and permanent part-time employees to seek further education and training. A full-time or permanent part-time employee who wishes to undertake current job-related courses or possible future Credit Union job-related courses may apply for tuition reimbursement any time after successfully completing the probationary period.

Approval process for tuition reimbursement:

Employees must apply for tuition reimbursement before beginning the course. The employee must complete a request in writing (email) for educational assistance to the Branch Manager/VP Operations/HR Manager.

The written request must contain the following information:

- The employee's short and long term career goals.
- How the course being applied for relates to their short term/long term goals.
- Reasons for taking the particular course.
- Name of specific course being applied for.
- Contents of the course.
- Estimated length of time to complete the course.
- Cost of course *Total cost is not to exceed \$700 per calendar year for full-time or permanent part-time employees. Any assistance in excess of this amount must be approved by HR/VP Operations.
- Name of institution providing the course.

Procedure:

- Employee to register and pay for the course up front. Confirmation of enrollment and receipt to be forwarded to HR Manager.
- Upon completion of the course, transcript showing that the employee passed the course is to be forwarded to HR Manager for reimbursement of tuition.
- Note: The employee will not be reimbursed for any fees pertaining to late exam scheduling, failing the exam, rescheduling the exam or requesting that an exam be remarked.

ARTICLE 23 – SENIORITY

23.01 The Company recognizes its responsibility to its employee that has a long service record and agrees to give consideration to the length of service of an employee in matters affecting him/her, to the extent in its judgement circumstances will permit, such that schedules shall be arranged as to cause, in the judgment of the Company, the least possible interference with efficient performance of the work. Seniority will be taken into consideration in regards to Layoff/Force Adjustment, vacation, hours of work and job postings.

23.02 Seniority, for the purposes of this Agreement, shall be determined by the net credited

service as shown on the Company records.

23.03 Seniority shall be lost for any of the following reasons:

- a) The Employee voluntarily leaves the employ of the Company;
- b) If the Employee is discharged and is not reinstated pursuant to the provisions of the grievance procedure,
- c) In the event of lay-off for a period of six (6) consecutive months;
- d) Is absent from work for a period of ten (10) working days without satisfactory notification to the Company. This shall be deemed to be a voluntary resignation. Circumstances beyond the control of the employee will be taken into consideration. The Union will be notified after five (5) days of no receipt.

ARTICLE 24 – HOURS OF WORK

Full-Time Employees

24.01 The basic hours of work per day for a full-time employee shall be 7 ¼ hours, except as provided in subsection 24.02.

24.02 The basic hours of work per week for a full-time employee shall be 36 ¼ hours on the basis of a five day week. However, the basic hours of work may be averaged over a two-week period on the basis of ten days totalling 72 ½ hours.

Part-Time Employees

24.03 The hours of work for employees who are scheduled to work for less than the basic hours shall be determined by the Company.

Arrangement and Assignment of Tours of Duty

24.04 A tour of duty may be scheduled on any day of the week depending on the requirements of the job.

24.05 a) Where a full-time employee is required to work on a Sunday, and works his basic hours for that day, whether on a scheduled or non-scheduled basis, such tour of duty shall be considered as part of his scheduled work week.

- b) Where a part-time employee is required to work on a Sunday, and works a tour of duty on that day, whether on a scheduled or non-scheduled basis, such tour of duty shall be considered as part of his scheduled work week.

For the purpose of this subsection, "tour of duty" means the period of time, not exceeding the basic hours of work per day, which a part-time employee is required to work.

24.06 The starting and ending times for all tours of duty shall be determined by the Company.

24.07 An employee shall be assigned to his tours of duty by the Company to meet service requirements, due consideration being given to the seniority of the employee in the group.

Meal Period

24.08 The meal period for an employee shall not exceed one hour.

24.09 A twenty minute meal period shall be counted as time worked where an employee is required to work:

- a) all or a portion of his regularly scheduled tour of duty in an off-normal period or,
- b) in the day period on Sunday, if Sunday is included in his scheduled work week.

ARTICLE 25 – OVERTIME

Overtime Payments, Full-Time and Part-Time Employees

25.01 For a full-time employee overtime means the time worked:

- a) in addition to 7 ¼ hours of work on any day, or
- b) on a day outside his scheduled work week.

25.02 For a full-time employee payment for overtime work shall be made:

- a) at the employee's hourly rate multiplied by one and one-half times the hours worked;
- b) for overtime worked in excess of ten (10) hours in one week, at the employee's hourly rate multiplied by two times the hours worked.

25.03 Subject to the provisions of Section 25.04, where a part-time employee is required to work more than his scheduled hours on any day, he shall be paid on a straight time basis until he has worked 7 ¼ hours and on a time and one-half basis for the time worked in excess of 7 ¼ hours.

25.04 Where an employee is required to work overtime which immediately precedes or continues after his tour of duty (continuous), he shall,

a) except as otherwise provided in Sections 25.02 and 25.05, be paid for the total additional minutes worked in accordance with the following table:

Minutes Worked	Time Paid For
1 – 5	Nil
6 – 20	½ hour
21 – 30	¾ hour
31 – 40	1 hour
41 – 50	1 ¼ hour
51 – 60	1 ½ hour
61 – 70	1 ¾ hour
71 – 80	2 hours
81 – 90	2 ¼ hours
91 – 100	2 ½ hours
etc.	etc.

and

b) where required to work one hour or more of overtime, receive an additional one hour's pay if he has not been given at least one hour's notice of such overtime required.

25.05 A meal period shall not be included in the calculation of overtime but shall not break the continuity of such overtime.

25.06 Where an employee is required to work two or more hours of continuous overtime, he shall, during those hours, be granted a paid fifteen (15) minute relief period.

25.07 a) Where an employee is required to work overtime which does not either immediately precede or continue after his tour of duty (non-continuous), he shall be paid for the total additional minutes worked on an overtime basis.

b) If the employee has not been given forty-eight hours' notice of such non-continuous overtime work, he shall receive an additional one hour's pay.

- c) If the amount to which an employee would be entitled under subsections 25.07 (a) or 25.07 (b) is less than three and one half (3 ½) hours' pay, he shall receive a payment of three and one half (3 ½) hours' pay.

- 25.08 a) Notwithstanding the above provisions of this Article, where the Company agrees to compensate an employee for overtime hours worked by permitting the employee the option to take time off with pay instead of receiving payment for the overtime. Should the employee accept, she will be given one and one-half (1 ½) hours of paid time off for each hour of overtime worked.

The employee may also request to take time off with pay instead of receiving payment for the overtime. Should the manager agree, the employee will be given one and on-half (1 ½) hours of paid time off for each hour of overtime worked. Any such compensating time off shall be subject to the limits and conditions determined by the Company.

- b) The time off granted in lieu of overtime under sub paragraph 25.08 (a) shall not exceed five (5) days in a calendar year. Employees may not have more than thirty-six and one quarter (36 ¼) hours banked at any time. Time off under sub-paragraph 25.08(a) must be taken at a time agreed to by the employee and the manager with the service requirements of the Company.

ARTICLE 26 – HOLIDAYS

- 26.01 The following shall be recognized as Company holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

- 26.02 Where a Company holiday falls on a Sunday, the date set by the Bank of Canada shall be observed as the holiday.

- 26.03 Where a Company holiday falls on a day Monday to Friday inclusive, it shall be included in the weekly schedule for all employees for that week.
- 26.04 Where a Company holiday falls on a Saturday, the Company shall either include it in the weekly schedule of an employee or shall grant another day off with pay, computed in accordance with Section 26.09, outside the period of the annual vacation at a time determined by the Company.
- 26.05 Notwithstanding the provisions of Sections 26.03 and 26.04, the observance of the Boxing Day holiday shall be in accordance with the following:
- a) Where Boxing Day falls on a Monday, the Tuesday immediately following shall be observed as the holiday.
 - b) Where Boxing Day falls on a day Tuesday to Friday inclusive, it shall be included in the weekly schedule for all employees for that week.
 - c) Where Boxing Day falls on a Saturday, an employee, unless the Saturday has been included in his weekly schedule, shall be granted the day off with pay on the Monday immediately following.

Pay for Work on a Holiday

- 26.06 a) Where a full-time employee is required to work on a Company holiday which is included in his scheduled work week, he
- i. Shall be paid at his basic rate of pay for that day or,
 - ii. May be granted a holiday with pay at a time convenient to the employee and the Company, provided the employee works his basic hours for the day.
- b) In addition he shall be paid time and one-half for the time worked between midnight of the day preceding and midnight of the holiday.
- 26.07 Where a part-time employee is required to work on a Company holiday which is included in his scheduled work week, he shall be paid as follows:
- a) the greater of:
 - i. 10% of his earnings for the pay period immediately preceding the holiday
or

- ii. 5% of his earnings for the two pay periods immediately preceding the holiday;

and in addition,

- b) time and one-half for the time worked between midnight of the day preceding and midnight of the holiday.

26.08 If an employee has not been given forty-eight hours' notice of a requirement to work on a holiday, he shall be paid double time for all time worked up to the basic hours of work for that day, plus one additional hour's pay at straight time.

26.09 Where an employee is required to work on a Saturday holiday as a day outside his scheduled work week, he shall be paid on an overtime basis for the time worked and shall be granted another day off with pay as provided in Section 26.04.

Pay for Holiday Not Worked

26.10 Where an employee is not required to work on a Company holiday which is included in his scheduled work week, he shall be granted the day off with pay, at his basic rate of pay for that day, or if a part-time employee, the greater of:

- a) 10% of his earnings for the pay period immediately preceding the holiday;
- or
- b) 5% of his earnings for the two pay periods immediately preceding the holiday

ARTICLE 27 – VACATIONS

27.01 An employee shall be entitled to vacation with pay in accordance with the following provisions of this Article:

27.02 An employee in the year he is engaged or re-engaged, shall be entitled to one day of vacation with pay for each month of service completed in that calendar year, up to a limit of ten days of vacation with pay.

For purposes of this Section:

- a) For an employee engaged or re-engaged on or before the fifteenth day of the month, service shall be counted from the first day of that month.

- b) For an employee engaged or re-engaged on or after the sixteenth day of the month, service shall be counted from the first day of the month following.

27.03 An employee, in the years subsequent to his year of engagement or re-engagement, shall first become entitled to a vacation with pay in accordance with the table below, in the year in which he is to complete the required number of years of service. The same entitlement applies to each subsequent year, until a higher entitlement is attained as indicated in the table below:

Years of Net Credited Service	Weeks of Vacation	
1	3	
10	4	
18	5	
*20	5	*Plus 1 additional week in the 20 th year only
25	6	

27.04 In this Article, where a calendar week falls in two months, such calendar week shall be considered to be in the month in which the Wednesday of that week falls. This interpretation shall apply in determining the end of April for scheduling under the provisions of Section 27.05 or rescheduling under the provisions of Section 27.11.

27.05 All vacations are for a full calendar year. The vacation for a particular year may be scheduled during the period of January 1st of that year to the end of April of the following year, it being understood that vacation entitlement is determined in accordance with net credited service in the year for which the vacation is given.

27.06 Notwithstanding the provisions of Section 27.03, an employee who accumulates less than a full year of net credited service in a calendar year shall be entitled to a vacation with pay for that calendar year as indicated in the table below:

Full Vacation Entitlement Based on Employee's Net Credited Service	3 weeks	4 weeks	5 weeks	6 weeks
Number of Days Vacation Entitlement for each month during which an employee accumulates 15 or more days of net credited service.	1.5 Days per month	2 Days per month	2.5 Days per month	3 Days per month

Maximum Days Vacation for the year	15 Days	20 Days	25 Days	30 Days
---------------------------------------	---------	---------	---------	---------

27.07 Where a Company holiday falls on a day of the annual vacation, an employee shall be entitled to an additional day off with pay at a time convenient to the employee and the Company.

27.08 Vacation schedules shall be prepared each year by the Company with due consideration to seniority, provided however, that such schedules shall be arranged as to cause, in the judgment of the Company, the least possible interference with efficient performance of the work.

In general, vacations shall commence at the beginning of the calendar week unless the demands of the work make this impossible.

(a) Vacation schedule to be reviewed with the elected Representative, no later than January 31, of each year

(b) A vacation committee shall be composed of the manager elected Representative and one employee.

(c) The choice of vacation time is based upon service requirements, positions and seniority. Vacation entitlement for the months of July and August will be limited to two weeks. Scheduling of additional weeks during the months of July and August will be subject to availability after approval by vacation committee.

27.09 a) An employee shall not have the right to carry forward all or part of his vacation from one vacation period to another, or to take vacation entitlement applicable to two (2) calendar years consecutively.

b) However, where in the judgment of the Company circumstances permit, having due regard to Company operations, employee requests to take vacation entitlement applicable to two (2) calendar years consecutively may be granted.

27.10 "Vacation Period" for the purposes of this Article shall mean the period of January 1st of one year to the end of April of the following year.

27.11 Where an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the vacation, and is prevented from taking the vacation, the Company may re-schedule the vacation at a later date in the calendar year for which the vacation is given or by the end of April of the following year.

- 27.12 An employee shall be paid during vacation at his basic rate of pay determined in accordance with Company practice; but vacation pay for an employee, each year, shall not be less than four percent (4%) of his regular earnings in the calendar year for which the vacation is given, for each week of vacation.
- 27.13 An employee before proceeding on a vacation of one week or more may request an advance payment in accordance with Company practice for each of the pay days on which he will be on vacation.

Pay in Lieu of Vacation

- 27.14 An employee shall be entitled to pay in lieu of vacation in accordance with the following sections.
- 27.15 Where an employee resigns, is laid off, is dismissed or has completed his work, he shall be granted pay in lieu of vacation for the current calendar year, calculated in the manner provided in Sections 27.16 to 27.18 inclusive.
- 27.16 An employee with less than one year's net credited service shall be granted four percent 4% of his earnings in the entire period of current service, reduced by the amount of the pay applicable to any part of a vacation taken by the employee during the same period of service.
- 27.17 An employee with one or more years of net credited service shall be granted pay in lieu of vacation in accordance with the following:

Vacation Entitlement Based on Employee's Net Credited Service	Pay in Lieu of Vacation Based on Total Regular Earnings for the Year to which the Vacation Applies
3 weeks	6%
4 weeks	8%
5 weeks	10%
6 weeks	12%

- 27.18 The amount of pay in lieu of vacation to be granted in accordance with Section 27.17 shall be reduced by the amount of the pay applicable to any part of a vacation for the current calendar year taken by the employee before he left the Company's service.

Part-time Vacation

27.19 Vacation days will be prorated for part-time employees based on calculating the average number of hours worked by the employee divided by 72.5 (bi-weekly full-time hours) multiplied by the number of vacation days for a full-time employee.

ARTICLE 28 – DAY OFF WITHOUT PAY

28.01 An employee shall be granted one day off without pay annually to attend to personal or family responsibilities.

ARTICLE 29 – PERSONAL DAYS OFF WITH PAY

29.01 Each personal day must be taken during the period in which it is earned. Personal Days may not be combined with any other holiday, vacation or other leaves without the express written permission of the Company. Full-time employees with two (2) years or more of net credit service will be granted four (4) days off with pay for personal needs, at the employee's basic rate of pay for the day. These Personal Days off with pay will be granted between July 1st of the current year and June 30th of the following year.

29.02 Each part-time employee with two (2) years or more of net credit service and a basic five (5) hour per day work schedule, four (4) days per week, shall be granted two (2) days off with pay for personal needs, at the employee's basic rate of pay for the day.

29.03 These Personal Days off with pay shall be granted between July 1st of the current year and June 30th of the following year. For qualifying purposes, each full-time employee will receive a Personal Day off every four (4) months, and each part-time employee will receive a Personal Day off every six (6) months.

29.04 Notwithstanding the provisions of Section 29.03, management may, at any time, if so required, decide to schedule Personal Days off outside of the designated four (4) or six (6) month qualifying period.

29.05 Personal Days off with pay shall be granted subject to service requirements.

ARTICLE 30 – SICKNESS ABSENCE

Absence Due to Sickness or Quarantine Prior to the Eighth Full Calendar Day of Absence

30.01 An employee having six (6) months net credited service, or more, who is absent on account of sickness or quarantine, shall be paid for continuous absence prior to the eighth full calendar day of such absence, as follows:

- a) An employee with six (6) months but less than two (2) years service shall be paid for that part of the absence in excess of four (4) consecutive half tours.
- b) An employee with two (2) or more years service shall be paid for the full absence.
- c) In the determination of pay treatment in subsections 30.01 (a) and (b), a return to work not exceeding two (2) half tours shall not be considered to have interrupted the continuity of the absence, nor the consecutiveness of the half tours of absence. However, for purposes of determining the eighth full calendar day of absence, any return to work shall interrupt the continuity of an absence.
- d) An employee is not entitled to any pay or other benefit provided under this Article for any day in which he is in receipt of, or entitled to, any pay or other benefit under any other provision of this Agreement.

Absence Due to Sickness or Quarantine on or after the Eighth Full Calendar Day of Absence

30.02 Upon the eighth full calendar day of an absence covered under Section 30.01, such an absence shall be treated in accordance with applicable Company practices currently in effect, or as amended from time to time following notification to the Union.

ARTICLE 31 – BEREAVEMENT LEAVE

31.01 An employee shall be granted, in the event of the death of her spouse, common-law partner, son or daughter, father, mother, spouse of her father or mother including a common-law partner, child, brother, sister, father-in-law, mother-in-law, father or mother of her common-law partner, spouse of her father-in-law or mother-in-law including a common-law partner, a dependent or other relative residing in the same permanent residence as does the employee, bereavement leave of up to five (5) days with pay from her scheduled tours of duty that occur during the five (5) days immediately following the day of death. The term common-law partner includes same-sex partner.

31.02 The Company may extend the periods of bereavement leave provided for in Section 31.01 to a maximum of five (5) days with pay from her scheduled tours of duty that occur during the seven (7) days immediately following the day of death, when it is necessary for the employee to travel.

31.03 An employee shall be granted, in the event of the death of her grandparent or grandchild, bereavement leave of up to three (3) days with pay from her scheduled tours of duty that occur during the five (5) days immediately following the day of death.

ARTICLE 32 - TRANSFERS

32.01 All regular employees are eligible for transfer consideration. The Company intends to fill job vacancies with qualified Company employees, whenever possible.

ARTICLE 33 – JOB POSTING

33.01 a) Where the Company decides to fill a permanent vacancy with a regular employee covered by the Collective Agreement, it shall post this vacancy on the bulletin boards.

b) Where the Company decides to fill a position on a temporary basis for a period of nine (9) months or more, it shall post a position as provided for in paragraph (a).

33.02 A copy of all postings shall be provided to the Union. The posting shall indicate, among other things:

1. the title and wage schedule;
2. the status of the position and its duration if available where the position is temporary;
3. the title of the immediate manager;
4. a summary of the job;
5. the tour of duty;
6. the requirements;
7. the locality;
8. the posting period; and

9. the starting date, if necessary

- 33.03 The Company may use tests and exams as selection criteria.
- 33.04 An interested employee shall, during the posting period, submit an application to her immediate manager.
- 33.05 In the case of an involuntary demotion, the posting procedure shall not apply.
- 33.06 Where in the Company's judgment the performance, skill, and ability of two (2) or more applicants who meet the job requirements are equal, seniority shall prevail.
- 33.07 Job requirements shall be determined by the Company.
- 33.08 Notwithstanding the above, the Company may give priority to an employee who requests a demotion.
- 33.09 Should there be no applications submitted or if no applicant meets the minimum job requirements, the Company may fill the position as it sees fit.

ARTICLE 34 – COST OF LIVING ALLOWANCE

- 34.01 If the November 2020 Consumer Price Index (C.P.I.) exceeds the C.P.I. for November 2019 by more than 3%, then all basic rates of pay in effect at January 1, 2021 will increase effective February 2021 by a percentage figure equal to the difference between the percentage increase in the C.P.I. and 3%.
- 34.02 The C.P.I. used for purposes of this Article shall be the C.P.I.-Canada All Items (1986=100) as published by Statistics Canada or any successor Department or Agency.
- 34.03 If the November 2021 Consumer Price Index (C.P.I.) exceeds the C.P.I. for November 2020 by more than 3%, then all basic rates of pay in effect at January 1, 2022 will increase effective February 2022 by a percentage figure equal to the difference between the percentage increase in the C.P.I. and 3%.
- 34.04 The C.P.I. used for purposes of this Article shall be the C.P.I.-Canada All Items (1986=100) as published by Statistics Canada or any successor Department or Agency.
- 34.05 If the November 2022 Consumer Price Index (C.P.I.) exceeds the C.P.I. for November 2021 by more than 3%, then all basic rates of pay in effect at January 1, 2023 will increase effective February 2023 by a percentage figure equal to the difference between the percentage increase in the C.P.I. and 3%.

34.06 The C.P.I. used for purposes of this Article shall be the C.P.I.-Canada All Items (1986=100) as published by Statistics Canada or any successor Department or Agency.

ARTICLE 35 – VALIDITY OF AGREEMENT

35.01 In the event of any provision of this Agreement or of any of the practices established hereby being or being held to be contrary to the provisions of any applicable law now or hereafter enacted, this Agreement shall not be nor be deemed to be abrogated but shall be amended so as to make it conform to the requirements of any such law.

ARTICLE 36 – WOMEN’S ADVOCATE

The parties recognize that female employees may sometimes need to discuss with other woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women’s shelters to assist them in dealing with these and other issues.

For this reason the parties agree to recognize the role of Women’s advocate in the workplace. The Women’s Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Company agrees to provide access to a confidential phone line and voice mail that can be maintained by the Women’s Advocate and that is accessible for female employees to contact the Women’s Advocate. As well, the Company will provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the Women’s Advocate.

The Company and the Union will develop appropriate communications to inform female employees about the advocacy role of the Women’s Advocate providing contact numbers to reach the Women’s Advocate. The Company will also assign a management support person to assist the advocate in her role.

The Women’s Advocate will participate in an initial forty (40) hour basic training program and an annual three (3) day update training program delivered by the Unifor National Women’s Department.

The Company agrees to pay for lost time, including travel time, registration costs, lodging, transportation, meals and other reasonable expenses where necessary.

ARTICLE 37 - SOCIAL JUSTICE FUND

37.01 CFCU to contribute \$300 annually towards this worthy cause. Unifor Social Justice Fund - 115 Gordon Baker Road, Toronto, ON M2H 0A8 CFCU. Contribution receipts will be provided to CFCU.

ARTICLE 38 – CANCELLATION OF PREVIOUS AGREEMENT

38.01 This Agreement, from its effective date, supersedes and cancels the Collective Agreement between the Company and the Union, applying to employees as defined in Article 3 and dated the 1st day of July 2020.

ARTICLE 39 - DURATION

39.01 This Agreement shall be effective July 1, 2020 except as otherwise herein provided, and shall remain in full force and effect up to and including June 30, 2023.

39.02 This Agreement, unless terminated at the expiry of the said term by written notice given by either party to the other at least 60 days prior to the expiry of the said term, shall continue in full force and effect thereafter until terminated at any time by at least 60 days prior written notice given by either party to the other.

39.03 Notice to terminate under this Article shall be effectively given if addressed by the Company to the Unifor National Representative assigned to Local 6007 Comtech Fire Credit Union Bargaining Unit. By the Union to the Secretary of the Comtech Fire Credit Union, Suite 102, Box 501, 220 Yonge St., Eaton's Centre, Toronto, Ontario, M5B 2H1, and in either case is received at least 60 days prior to the termination date specifically therein.

WITNESS CLAUSE

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 8th day of June 2021.

Comtech Fire Credit Union



Dave Blak



Jon Severy



Shelley O'Connor

Unifor and its Local 6007



Neena Bredanovich



Sonny Malhotra



Lorraine McAulay

APPENDIX "A" – JOB CATEGORIES

Category 2

- Investment Representative
- Teller

Category 3

- Building Display Representative
- Compliance Representative
- Financial Service Representative
- Marketing Assistant
- Inbound Operator
- Special Services Representative

Category 4

- In & Out Bound Sales Representative
- Loan & Investment Administrator
- Member Service Representative

Category 5

- Personal Financial Officer

Category 6

- Personal Financial Officer with Accreditation

APPENDIX "B" - LOCALITIES

- Mississauga
- Ottawa
- Toronto

APPENDIX "C" – WAGE RATES

**Wage Rates for
July 1, 2020 to June 30, 2021**

Category	Salary Weekly	Range Hourly	Category	Salary Weekly	Range Hourly
2	\$461.17	\$12.73	5	\$579.69	\$15.99
	\$491.90	\$13.57		\$618.34	\$17.05
	\$530.33	\$14.63		\$664.69	\$18.34
	\$568.79	\$15.69		\$718.80	\$19.83
	\$607.19	\$16.75		\$772.91	\$21.33
	\$645.63	\$17.80		\$827.01	\$22.82
	\$691.76	\$19.08		\$888.83	\$24.51
	\$737.85	\$20.35		\$950.68	\$26.23
	\$799.35	\$22.06		\$1,012.50	\$27.93
3	\$468.85	\$12.93	6	\$1,082.07	\$29.85
	\$494.99	\$13.66		\$1,086.97	\$29.98
	\$538.03	\$14.85		\$1,123.38	\$30.99
	\$578.00	\$15.94		\$1,159.78	\$32.00
	\$624.10	\$17.21		\$1,196.18	\$33.00
	\$670.22	\$18.48		\$1,232.59	\$34.01
	\$722.50	\$19.93			
	\$774.74	\$21.38			
	\$836.24	\$23.07			
\$899.27	\$24.80				
4	\$491.90	\$13.57			
	\$530.33	\$14.63			
	\$568.79	\$15.69			
	\$614.88	\$16.96			
	\$661.00	\$18.23			
	\$714.82	\$19.72			
	\$776.29	\$21.41			
	\$837.78	\$23.11			
	\$906.95	\$25.02			
\$976.13	\$26.93				

**Wage Rates for
July 1, 2021 to June 30, 2022**

Category	Salary Weekly	Range Hourly	Category	Salary Weekly	Range Hourly
2	\$469.24	\$12.95	5	\$589.83	\$16.27
	\$500.51	\$13.81		\$629.16	\$17.35
	\$539.61	\$14.88		\$676.33	\$18.66
	\$578.74	\$15.97		\$731.38	\$20.18
	\$617.82	\$17.04		\$786.44	\$21.70
	\$656.93	\$18.11		\$841.48	\$23.22
	\$703.87	\$19.42		\$904.38	\$24.94
	\$750.77	\$20.71		\$967.32	\$26.69
	\$813.34	\$22.44		\$1,030.22	\$28.42
3	\$477.05	\$13.16	6	\$1,101.01	\$30.37
	\$503.65	\$13.90		\$1,106.00	\$30.51
	\$547.45	\$15.11		\$1,143.04	\$31.53
	\$588.12	\$16.21		\$1,180.08	\$32.56
	\$635.03	\$17.52		\$1,217.11	\$33.58
	\$681.95	\$18.81		\$1,254.16	\$34.61
	\$735.14	\$20.28			
	\$788.30	\$21.75			
	\$850.87	\$23.47			
\$915.01	\$25.23				
4	\$500.51	\$13.81			
	\$539.61	\$14.88			
	\$578.74	\$15.97			
	\$625.64	\$17.26			
	\$672.57	\$18.55			
	\$727.33	\$20.07			
	\$789.88	\$21.78			
	\$852.44	\$23.52			
	\$922.82	\$25.46			
\$993.21	\$27.40				

**Wage Rates for
July 1, 2022 to June 30, 2023**

Category	Salary Weekly	Range Hourly	Category	Salary Weekly	Range Hourly
2	\$477.45	\$13.18	5	\$600.15	\$16.55
	\$509.27	\$14.05		\$640.17	\$17.65
	\$549.05	\$15.14		\$688.16	\$18.99
	\$588.87	\$16.25		\$744.18	\$20.53
	\$628.63	\$17.34		\$800.20	\$22.08
	\$668.43	\$18.43		\$856.21	\$23.62
	\$716.19	\$19.76		\$920.21	\$25.38
	\$763.91	\$21.07		\$984.24	\$27.15
	\$827.58	\$22.83		\$1,048.25	\$28.92
3	\$485.40	\$13.39	6	\$1,120.28	\$30.91
	\$512.46	\$14.14		\$1,125.35	\$31.04
	\$557.03	\$15.37		\$1,163.04	\$32.08
	\$598.41	\$16.50		\$1,200.73	\$33.13
	\$646.14	\$17.82		\$1,238.41	\$34.16
	\$693.89	\$19.14		\$1,276.10	\$35.21
	\$748.01	\$20.64			
	\$802.09	\$22.13			
	\$865.76	\$23.89			
\$931.02	\$25.67				
4	\$509.27	\$14.05			
	\$549.05	\$15.14			
	\$588.87	\$16.25			
	\$636.59	\$17.56			
	\$684.34	\$18.87			
	\$740.06	\$20.42			
	\$803.70	\$22.16			
	\$867.36	\$23.93			
	\$938.97	\$25.90			
\$1,010.59	\$27.88				

LETTERS OF INTENT/UNDERSTANDING

LETTER OF INTENT – CAREER PLANNING

SUBJECT: Career Planning

Dear Ms. Bogdanovich

This is to confirm our understanding with respect to Career Planning.

The Credit Union agrees that each employee will have one (1) Job Planning and Review session on *or around his/her employment anniversary date each year.*

An annual review will be held with the employee covering performance and resource categories, as well as individual placement codes.

In addition, the Credit Union agrees to notify qualified employees of job openings prior to each vacancy being filled.

Signed this 24th day of January 2012 at Toronto, Ontario



D. Birak
For Communications Technologies
Credit Union

LETTER OF INTENT – SECURITY INTERVIEWS

SUBJECT: Security Interviews

Dear Ms. Bogdanovich

This is to confirm our understanding with respect to interviews conducted by management and/or the Police Department with employees covered by the Clerical Agreement.

The Company agrees that an employee's manager will inform her, prior to any Security interview, that she is entitled to be accompanied by a Representative of the Union.

The Company agrees that the Representative of the Union will be informed prior to any interview to be conducted with the employee where the employee involved consents.

It is also agreed that the Representative of the Union may attend the Security interview, where the employee involved consents, as an observer but not as a participant.

Signed this **24th day of January 2012** at Toronto, Ontario



D. Birak
For Communications Technologies
Credit Union

LETTER OF INTENT – VOLUNTARY PLAN OF PART-TIMING

SUBJECT: VOLUNTARY PLAN OF PART-TIMING

Dear Ms. Bogdanovich

Any regular full-time employee may request a voluntary plan of part-timing. The Company agrees that every effort will be made to grant the employee's request. All requests must be approved by management and are subject to service requirements and the needs of the business. Employees must avoid engaging in any private or personal business interest, which may conflict with their duties and responsibilities within the Credit Union.

Signed this 24th day of January 2012 at Toronto, Ontario



D. Birak

LETTER OF UNDERSTANDING - PROFIT SHARING INFORMATION

Between:

COMTECH FIRE CREDIT UNION LTD.

(The "Company")

-and-

UNIFOR & LOCAL 6007

(The "Union")

Profit Share Program

- The profit share program will be calculated as 1% of Profit for the Year as indicated on our Financial Statements on the page that contains "SUMMARIZED STATEMENT OF PROFIT AND OTHER COMPREHENSIVE INCOME". See Appendix A for a sample.

$$\text{Payout Total Value} = 1\% * (\text{Profit for the Year})$$

- Profit share value will be calculated as a dollar value and then split amongst all staff based on a percentage value that will be applied to each employee based on their past year earnings
- The profit share program will commence at 25bp Return on Assets (ROA) and will not be capped at the top end
- ROA will be calculated using the profit for the year indicated above and dividing that value by the total assets as indicated on our Financial Statements on the page that contains "SUMMARIZED STATEMENT OF FINANCIAL POSITION".

$$ROA = \frac{\text{Profit for the Year}}{\text{Total Assets}}$$

Signed this 23rd day of April, 2021 at Toronto, Ontario.

FOR THE COMPANY



Name: Dave Birak

FOR THE UNION



Name: Nena Bogdanovich

LETTER OF UNDERSTANDING – TREATMENT OF CREDIT UNION ACQUISITIONS

LETTER OF UNDERSTANDING – TREATMENT OF CREDIT UNION ACQUISITIONS

Between:

COMTSCHE FIRE CREDIT UNION LTD

(The "Company")

-and-

UNIFOR & LOCAL 6007

(The "Union")

During negotiations the parties discussed the topic of acquisitions of smaller Credit Unions that fall outside of urban areas and that the salaries of staff in these jurisdictions may be lower than salaries currently paid in Toronto, Ottawa and Kingston.

Both parties have mutually agreed to review and give due considerations to address this potential differential in salaries. Potential solutions may include, limitations on the top end of paygrades or extensions on the timing by which the paygrades are attained.

Signed this 23^d day of April, 2021 at Toronto, Ontario.

FOR THE COMPANY

FOR THE UNION



Name: Dave Birak

Name: Nena Bogdanovich

NOTES
