

COLLECTIVE AGREEMENT

Between:

**YOUR NEIGHBOURHOOD CREDIT UNION
(Hereinafter referred to as the "Employer")**

and

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL
343
(Hereinafter referred to as the "Union")**

In Effect

January 1st, 2021, to December 31st, 2022

TABLE OF CONTENTS

Contents

ARTICLE 1 - RECOGNITION.....	3
ARTICLE 2 - UNION SECURITY	3
ARTICLE 3 - MANAGEMENT RIGHTS.....	4
ARTICLE 4 - HOURS OF WORK AND OVERTIME	4
ARTICLE 5 - PUBLIC HOLIDAYS	6
ARTICLE 6 - VACATIONS	7
ARTICLE 7 - LEAVE OF ABSENCE	9
ARTICLE 8 - SENIORITY, JOB POSTING & PROMOTIONS	13
ARTICLE 9 - DISCIPLINE AND DISCHARGE	15
ARTICLE 10 - HEALTH AND WELFARE BENEFITS.....	15
ARTICLE 11 - PENSION.....	17
ARTICLE 12 - BULLETIN BOARDS.....	17
ARTICLE 13 - UNION REPRESENTATIVES	17
ARTICLE 14 - GRIEVANCE PROCEDURE	18
ARTICLE 15 - WORK REORGANIZATION.....	19
ARTICLE 16 - NO DISCRIMINATION	19
ARTICLE 17 - GENERAL.....	19
ARTICLE 18 - JOB CLASSIFICATIONS	20
ARTICLE 19 - PART-TIME EMPLOYEES.....	21
ARTICLE 20 - LAY-OFF AND RECALL.....	21
ARTICLE 21 - WAGES.....	23
ARTICLE 22 - LABOUR/MANAGEMENT COMMITTEE	23
ARTICLE 23 - DURATION	24
ARTICLE 24 - MERGERS, ACQUISITIONS	24
ARTICLE 25 - STRIKE AND LOCK-OUTS.....	24
APPENDIX "A" – Wage Grid	26
LETTER OF UNDERSTANDING – Training Request	27
LETTER OF UNDERSTANDING - Transfers	28
LETTER OF UNDERSTANDING – Saturday Hours.....	29
LETTER OF UNDERSTANDING – Evening Hours	30
LETTER OF UNDERSTANDING – COVID-19 Leave of Absence (up to five (5) paid days).....	31

ARTICLE 1 - RECOGNITION

- 1.01** The Employer agrees to recognize the Union as the sole collective bargaining agent for all office and clerical employees in the Regional Municipality of Waterloo and in Ayr, Windsor and LaSalle, Ontario, save and except persons above the rank of Assistant Branch Manager, Office Supervisor, Marketing Supervisor, Chief Financial Officer, Assistant Accountant, Corporate Accounting Clerk, Senior Credit Officer, the Confidential Secretary to the Chief Executive Officer, and persons employed during vacation and for other temporary relief purposes.
- 1.02** The term "employee" or "employees" wherever used in this Agreement shall mean the employees in the bargaining unit unless there is specified another meaning,
- 1.03** The term "full time employee" or "full time employees" wherever used in this Agreement shall mean the employees in the bargaining unit who regularly work for more than twenty-four hours per week.
- 1.04** The term "part-time employee" or "part-time employees" wherever used in this Agreement shall mean the employees in the bargaining unit who regularly work twenty-four (24) hours per week or less. The Union recognizes that there are occasions when part-time employees need to be scheduled for longer than 24 hours in one (1) week.
- 1.05** It is agreed and understood that there will not be less than one and three quarters (1.75) full-time bargaining unit positions for every part-time bargaining unit employee.
- 1.06** Employees employed as temporary relief shall not be employed as temporary for longer than thirty (30) calendar days in any six (6) month period.

ARTICLE 2 - UNION SECURITY

- 2.01** The Employer agrees that all employees shall maintain membership in the Union as a condition of employment and that employees hired hereafter shall be required to join the Union immediately after the expiry of the probationary period referred to in Article 8.01.
- 2.02** No employee excluded from the bargaining unit shall perform any work usually assigned to employees covered by this Agreement except for the purpose of training or emergencies which shall not exceed one shift, unless otherwise agreed to by both parties.
- 2.03** The employer shall not contract out bargaining unit work beyond existing practice without written consent of both parties to this Agreement.
- 2.04** The employer agrees to deduct regular monthly union dues and initiation fees as authorized by the Union from the wages of each employee. The employer agrees to forward such dues and initiation fees to the Union's authorized representatives.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the management of the business of the employer, including the direction of the working forces, is the exclusive right and function of the employer and, without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive right and function of the employer to:

- (a) Maintain order, discipline, and efficiency and in connection therewith to make, alter and enforce from time-to-time rules and regulations, policies, and practices to be observed by its employees; discipline or discharge employees, but subject to the right of an employee who has acquired seniority to grieve with respect to discipline or discharge;
- (b) Select, hire, transfer, assign to shifts, promote, demote, classify, lay-off or recall employees, and select employees for positions excluded from the bargaining unit;
- (c) Determine the location of operations, and their expansion or their curtailment, the direction of working forces, schedules of Operations, the number of shifts, work content, the establishment of work assignments, the qualifications required to do any work assignment, the use of improved methods, machinery, and equipment, decide on the number of employees needed by the employer at any time, number of hours to be worked and starting and quitting times;
- (d) Have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment, and employees.

3.02 The employer agrees that it will exercise its functions in a manner consistent with the provisions of this Agreement.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

- 4.01**
- (a) Unless otherwise agreed, the normal hours of work for all full-time employees shall be thirty-seven and one-half (37½) hours per week. The employer may schedule Saturday hours in accordance with the letter of understanding located at the end of this agreement.
 - (b) Unless otherwise agreed, the normal hours of work for all full-time employees of Member Support Services shall be thirty-seven and one-half (37½) hours per week. Employees working in Member Support Services shall have the option of being included in the scheduling of Saturday shifts.
 - (c) Part-time employees unable to work on a scheduled Saturday shall advise their manager. These Saturday shifts shall be offered to available part-time employees first then to full- time employees by seniority on a rotating basis.

4.02 Any changes in the present hours now in effect at each of the Credit Union's branch

locations, will be discussed first with COPE Local 343 representatives prior to any changes being made.

4.03 Employees shall receive breaks and/or lunches, depending on the duration of their shift, as follows:

Employees scheduled to work:

- Less than four (4) hours, shall receive one (1) fifteen (15) minute paid break;
- Four (4) hours but less than five (5), shall receive one (1) fifteen (15) minute paid break and the option of taking one unpaid lunch period of thirty (30) minutes;
- Five (5) hours but less than six (6), shall receive two (2) fifteen (15) minute paid breaks or at the choice of the employee one (1) fifteen (15) minute paid break and one (1) thirty (30) minute unpaid lunch period;
- Six (6) hours or more, shall receive two (2) fifteen (15) minute paid breaks and one (1) sixty (60) minute unpaid lunch period.

4.04 (a) Any time worked in excess of thirty-seven and one-half (37½) hours per week, other than balancing and finalizing the daily transactions, shall be compensated for at one and one-half (1½) times the normal rate. When calculating over-time compensation for an employee, the employer will not include any hours during which the employee was absent from work.

(b) If employees are requested to stay beyond their scheduled hours and are not personally balancing and finalizing their own daily transactions, they shall be compensated for all such time at 1½ times their normal hourly rate.

4.05 Overtime hours between thirty-seven and one-half (37½) and forty (40) will be compulsory providing appropriate notice is given whenever possible to the employees concerned. Overtime in excess of forty (40) hours per week shall be voluntary. However, the employees recognize that there are occasions when circumstances make the working of overtime in excess of 40 hours per week imperative, and employees agree to co-operate under those circumstances.

4.06 Any hours worked on Sunday will be at double the normal rate.

4.07 Instead of cash payment for overtime as outlined in Article 4 of this Agreement, an employee will have the option of taking off one and one-half (1½) times-hours-worked to a maximum of five (5) days (37.5 hours) total. Such time off shall be taken at a time mutually agreed between the employee and the employer. If the accumulated time is not used by December 15th, the employee will have the option to carry forward the unused portion of the accumulated time to a maximum of five (5) days (37.5 hours) or be paid the balance of hours at the overtime rate. The employer agrees to make payment for unused lieu overtime on the first regular pay in January, on a separate cheque, of the following calendar year.

4.08 Employees shall be guaranteed two consecutive days off. Employees shall not be required to work in excess of five (5) days in any week. During summer vacation,

days off for part-time employees may not be consecutive. Employees who agree to work in excess of five (5) days shall be paid overtime for the sixth consecutive (6th) day. For the purpose of this clause, summer vacation shall be the period between June 15 and September 15.

- 4.09** Call in Pay: An employee called into work on the same day as they receive the call, on other than their scheduled day, shall be compensated at the rate of time and one half (1-½) for all hours worked.

ARTICLE 5 - PUBLIC HOLIDAYS

- 5.01** Employees will receive the following paid holidays providing the employee is not on sick leave for more than three (3) months, leave of absence, or lay-off, as follows:

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

- 5.02** In the event one of the above holidays falls within a full-time employee's vacation period, the employee shall receive another day off with pay to be taken at the time mutually agreed between the employee and the employer.
- 5.03** An employee required to work on any of the above holidays will be paid at three (3) times their regular rate for all hours worked on the holiday.
- 5.04** One (1) personal floating holiday to be taken at a time mutually agreed between the employee and employer. For employees who have completed a minimum of six (6) years of continuous service, one (1) additional personal floating holiday to be taken at a time mutually agreed upon between the employee and the employer.
- 5.05** Part-Time employees who temporarily cover full-time positions for a period greater than six (6) months in a calendar year shall be entitled to one (1) floating holiday during the calendar year while occupying the full-time position.
- 5.06** The employer hereby agrees that if it is open for business on December 24 and December 31 that the Credit Union will close at 3:00pm on each of these days. If an employee has provided advance notice of a least one (1) week, the employee may elect to take a thirty (30) minute lunch break on December 24 and/or 31 and shall be paid additional wages equal to thirty (30) minutes at the regular rate.
- 5.07** An employee returning from a Pregnancy or Parental Leave in the week in which a paid holiday falls, shall be paid for the holiday.

ARTICLE 6 - VACATIONS

6.01 Effective January 1, 2021, full-time employees will be granted paid vacations as follows:

1st calendar year: Pro-rated based on start date using two (2) weeks' vacation entitlement per year.

2nd calendar year: Two (2) weeks

3rd calendar year up to and including 5th calendar year: Three (3) weeks

6th calendar year up to and including 11th calendar year: Four (4) weeks

12th calendar year up to and including 19th calendar year: Five (5) weeks

20th calendar year up to and including 24th calendar year: Six (6) weeks

25th calendar year and thereafter: Seven (7) weeks

6.02 Vacations shall be taken within the twelve (12) month period following the date on which they are earned. The "one week" vacation period (referred to in Article 6.01) shall be taken within the six-month period following the date on which it is earned. Vacations may not be carried forward except with the approval of Management.

6.03 Vacation scheduling for the vacation period January 1st to December 31st each year will be in accordance with the following:

- Employee preference shall be considered in determining the time for taking a vacation, but final determination of the vacation period shall be determined by the employer having due regard for the employee's seniority and efficient operations of the Credit Union.
- Each full-time employee is required to take one (1) week of their annual vacation entitlement intact.
- Full week vacation requests will take priority over single day vacation requests.
- All vacation requests are to be submitted by e-mail to the employee's supervisor.
- Employees may submit their vacation requests for their entire annual vacation entitlement by January 15th for the current calendar year indicating their order of preference for their vacation entitlement.
- In the event that an employee submits a vacation request, and this requested time is not available, the employee's supervisor or designate shall inform the employee and, prior to vacation requests being approved, the employee shall, if they so desire, submit alternate dates using their seniority. Subsequent vacation requests submitted as a result of initial requests not being available due to a more senior employee requesting the time shall be considered as if they were submitted by January 15th.
- Vacation requests for the first three (3) weeks of vacation entitlement will be approved or declined by February 1st. Remaining vacation entitlement will be approved or declined by February 15th.

- If an employee chooses not to submit their vacation request by January 15th, they will not be allowed to bump a less senior employee whose vacation has been previously approved in accordance with this vacation scheduling process.
- Employees wishing to change their vacation after the schedule has been posted may only do so on the basis of available time providing it does not interfere with another employee's approved vacation and with the approval of the supervisor.
- Vacation requests submitted after January 15th will be considered on a first come, first served basis.

The vacation schedule for all COPE bargaining unit members shall be posted on the internal web in the Human Resources section not later than March 1st. Changes to approved vacation and/or approved additions to their vacation schedule will be completed by Human Resources staff as required.

6.04 An employee whose employment is terminated, without having utilized their earned vacation entitlement, shall receive vacation pay in accordance with the schedule set forth in Article 6 of this agreement.

6.05 (a) If an employee has an accident or becomes ill while on vacation, the employee may substitute sick hours from their accumulated sick leave entitlement provided the employee has not taken more than seventy-five (75) hours sick leave in a year except where there is a documented medical condition. The employee will be considered absent due to sickness or accident for the period of incapacity as verified by the physician's statement. The substituted vacation days shall be rescheduled in accordance with Article 6.03.

(b) If an employee is ill immediately prior to the start of their vacation period, the employee may request that their vacation be rescheduled by notifying a company manager of their illness prior to the end of their first scheduled vacation day. The employer will reschedule the employee's vacation period in accordance with the provisions of Article 6. If requested, the employee shall provide a medical certificate, indicating their inability to report for work.

6.06 Part-time employees shall be entitled to unpaid vacation time equal to the vacation entitlement periods that are specified for full-time employees in Article 6.01.

Part-time employees shall take unpaid vacation time in periods of one (1) week in accordance with their entitlement with the exception of one (1) week of their unpaid vacation time which they may choose to split into two (2) equal parts of three (3) days recognizing that the normal work schedule for part-time employees is from Monday to Saturday.

Should part-time employees wish time off work during prime vacation periods which include the periods of June 15th to September 15th and the weeks where Christmas and New Year's fall, they are required to use their unpaid vacation entitlement and not multiple Request for Time Off (RTO) days. Part-time employees are not permitted

to carry over unused vacation time into the following calendar year.

Vacation pay based on the employee's total eligible earnings from January 1 to June 30 will be paid in the pay period following June 30. Vacation pay for the period July 1 to December 31 will be paid in the pay period following December 31. Part-time employees shall receive vacation pay according to the following percentages of the employee's total eligible earnings:

- (a) 1st calendar year up to and including 2nd calendar year - 4%
- (b) 3rd calendar year up to and including 5th calendar year - 6%
- (c) 6th calendar year up to and including 11th calendar year - 8%
- (d) 12th calendar year up to and including 19th calendar year - 10%
- (e) 20th calendar year up to and including 24th calendar year - 12%
- (f) 25th calendar year and thereafter – 14%

- 6.07** The Union recognizes that the Employer may circulate an annual vacation planner that provides for employees to schedule their vacations in accordance with Article 6.03.
- 6.08** Part-time employees who become full-time employees shall cease to receive pay in lieu of vacation as provided for in Article 6.06. Employee's vacation entitlement shall be based on their part-time start date with the Employer.
- 6.09** All full-time employees who have been employed for at least one (1) year as of July 1st will receive a \$200.00 vacation bonus payable in July. All part-time employees who have been employed for at least one (1) year as of July 1st will receive a \$100.00 vacation bonus payable in July.

ARTICLE 7 - LEAVE OF ABSENCE

7.01 Unpaid Leave of Absence

Upon receipt of a written notification, providing a minimum of 30 days notice, a leave of absence without pay may be granted by the employer for such reasons as it considers proper. Such leave of absence not to be unreasonably or arbitrarily withheld provided it does not interfere with Company operations. The employer hereby agrees that if an employee requests a valid leave of absence, but is unable for good reasons, to provide the required minimum of 30 days notice, then the employer hereby agrees that it will still consider an employee's leave of absence request. The employer further agrees that a valid leave of absence will not be unreasonably or arbitrarily withheld even though an employee was unable to provide the required minimum of 30 days notice.

Leaves of absence without pay pertaining to Personal Emergency Leave, Domestic or Sexual Violence Leave, Family Medical Leave, Child Death Leave, and Crime Related Child Disappearance Leave, shall be granted in accordance with the Ontario Employment Standards Act.

7.02 Bereavement Leave

Leave of absence with pay not to exceed five (5) days shall be granted to an employee in the case of the death of an employee's wife, husband, common-law spouse, child, father, mother.

Leave of absence with pay not to exceed three (3) days shall be granted to an employee in the case of the death of an employee's sister or brother, father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, or sister-in-law.

Leave of absence with pay not to exceed two (2) days shall be granted to an employee in the case of the death of an employee's son-in-law or daughter-in-law.

Leave of absence without pay not to exceed one (1) day shall be granted to an employee in the case of the death of an employee's first cousin for the purpose of attending the funeral.

Leave of absence with pay not to exceed one (1) day shall be granted to an employee in the case of the death of an employee's aunt, uncle, niece, nephew, or grandparent-in-law for the purpose of attending the funeral.

If the funeral is scheduled for a day on which the employee is not required to work, then the portion of this article referring to one (1) day shall not be applicable. The time limits allowed shall be within a seven (7) day period, except in the event of delay of internment or memorial service.

7.03 Jury Duty

An employee who is required to miss work because of jury service or because they are required to appear as subpoenaed or summonsed witness, shall be compensated by the employer for the time scheduled to testify and testifying in court. Part-time employees will not have their scheduled hours of work reduced when they are subpoenaed or summonsed as a witness in relation to Article 7.03. Employees are required to provide the Employer with a copy of their subpoena or summons immediately upon service.

7.04 (a) Pregnancy Leave

Subject to the following conditions, the Employer will grant a leave of absence without pay as a Pregnancy leave to an employee.

Pregnancy Leave shall be in accordance with the Employment Standards Act, 2000, as amended from time to time, and will apply to an employee who has been employed for at least thirteen (13) weeks by the employer. Pregnancy Leave shall cover a period of up to seventeen (17) weeks. This includes the total period before and/or after the birth of a child.

When an employee returns to work from a Pregnancy or Parental Leave, they will be reinstated to their former job at the same rate of pay that they was earning prior to the leave including any increments they would have received had they been working.

Seniority will accrue during an employee's Pregnancy Leave.

While an employee is on Pregnancy Leave, the Employer must continue to make employer contributions to life insurance, health, dental and pension plans unless the employee has advised the employer in writing that they do not wish to make employee contributions (if any) to such plans.

Employees who are off work on Pregnancy Leave are required to provide the Employer with four (4) weeks written notice indicating their intent to return to work.

(b) Parental Leave

Subject to the following conditions, the Employer will grant a leave of absence without pay as a Parental leave to an employee.

Parental Leave shall be in accordance with the Employment Standards Act, 2000, as amended from time to time, and will apply to an employee who has been employed by the employer for at least thirteen (13) weeks and who is the parent of a child following the birth of their child or the coming of the child into the employee's custody, care and control for the first time. The Parental Leave period will be up to a maximum of sixty-one (61) weeks for the birth mothers who take a pregnancy leave and sixty-three (63) for all other new parents, which includes adoption.

When an employee returns to work from a Parental Leave, they will be reinstated to their former job at the same rate of pay that they were earning prior to the leave including any increments they would have received had they been working.

Seniority will accrue during an employee's Parental Leave.

While an employee is on Parental Leave, the Employer must continue to make employer contributions to life insurance, health, dental and pension plans unless the employee has advised the employer in writing that they does not wish to make employee contributions (if any) to such plans.

Employees who are off work on Parental leave are required to provide the Employer with four (4) weeks written notice indicating their intent to return to work.

The total period for Pregnancy and Parental Leaves combined shall not exceed seventy-eight (78) weeks.

7.05 Medical/Dental Appointments

The Employer will endeavour to grant reasonable time off with pay during working hours for employee medical and dental appointments, provided:

- (a)** That the maximum time out is limited to 2½ hours and is not to be used in conjunction with lunch periods or other time off work without the approval of the manager;

- (b) That employees endeavour to arrange medical appointments prior to starting time or after quitting time; and
- (c) That the employee's absence does not interfere with Company operations.

7.06 Employees on a leave of absence approved by the Employer (in accordance with Article 7.01) will retain and continue to accumulate seniority.

In the event of an approved leave of absence exceeding 30 days, the accumulation of seniority and the employee's health and welfare benefits will cease immediately after the first 30 days of the leave period.

7.07 Employees who are off work on leave of absence (for reasons other than Pregnancy or Parental Leave or illness that is medically certified in accordance with Article 8.03 (g), that lasts longer than one (1) month, shall be granted a paid vacation period on a basis that is pro-rated to the actual amount of time spent working (on the job).

7.08 If an employee is elected or assigned to work on a full-time basis for the Union, the Employer will grant, subject to operational requirements, leave without pay for a period not to exceed one (1) year. The Employer may fill the position vacated during the period of absence.

Such employee on leave shall report to work within four (4) weeks of the termination of their union position and shall have the time spent on such special leave included as part of their seniority.

Requests for such leave must be submitted in writing, or by electronic mail, to Human Resources at least one (1) month prior to the commencement of the leave. During the leave of absence, the employee may continue to participate in the Employer's pension and benefit plans, subject to the conditions of each plan, by paying all premiums (both the employee and, where applicable, employer share) on a basis acceptable to the Employer.

Upon receipt of a further written request, submitted in writing, or by electronic mail, to Human Resources at least one (1) month prior to the end of the initial leave period, the Employer may grant a maximum of one (1) additional extension for a further period not to exceed one (1) year.

It is hereby agreed that the number of employees granted leave to work on a full-time basis for the Union, at the same time, shall not exceed one (1) employee.

7.09 The Employer shall grant a leave of absence, for the purpose of attending meetings associated with their elected position, without pay, but with continuing seniority, pension and benefits to an employee who is appointed or elected to a position on the Local Union Executive Board. Such leave of absence shall not normally exceed two (2) days per month.

ARTICLE 8 - SENIORITY, JOB POSTING & PROMOTIONS

8.01 An employee when hired shall be on probation for a period of three (3) months from the first day of employment and their employment may be terminated at any time during this period, without recourse whatsoever, including a grievance or arbitration. The Employer may rescind the unexpired portion of the probationary period at any time or, upon obtaining the concurrence of the Union, the probationary period may be extended for a period not exceeding six (6) months from the first day of employment. In the event that two (2) or more employees have the same start date, their position on the seniority list will be based on the date that they accepted their offer of employment with the Employer.

8.02 Seniority shall accumulate in the following circumstances only:

- (a) When off work due to lay-off, seniority will continue to accumulate for a period of twenty-four (24) months.
- (b) When off work due to personal leave of absence.
- (c) When absent on vacation with pay or on designated holiday.
- (d) When actually at work for the Company.
- (e) When absent on Pregnancy or Parental Leave.
- (f) When absent due to illness, accident, or disability.

8.03 Seniority shall terminate, and an employee shall cease to be employed by the Company when he:

- (a) Voluntarily quits their employment with the Company.
- (b) Is discharged and is not reinstated through the grievance procedure or arbitration.
- (c) Is off work for a continuous period exceeding thirty-six (36) months.
- (d) Fails to report within seven (7) working days after being notified of recall by registered mail sent by the company.
- (e) Fails to return to work upon termination of an authorized leave of absence unless the failure to work to work is due to reasons beyond the employee's control.
- (f) Accepts gainful employment while on leave of absence without first obtaining the consent of the Company in writing.
- (g) Is absent from work for three (3) consecutive working days, without authorization or leave under this Agreement. Employees absent due to illness may be required to provide medical verification for such absence. The Employer shall pay the cost of such medical verification.
- (h) The employee is expected to notify a Company Manager in the even that they are not able to report to work at the scheduled starting time.
- (i) Is laid-off for a period in excess of thirty-six (36) consecutive months.

8.04 (a) In filing job vacancies including Promotions, Transfer and New Positions, the job shall be awarded within fifteen (15) working days to the applicant most qualified to do the job. In the event that the applicant's qualification are equal, seniority shall be determining factor. In the event no applicant is qualified to do the job, the Employer may hire from outside the Credit Union in which case it may take longer than fifteen (15) working days to award the job.

- (b) When filling full time positions, employees currently employed in the same job provided the employees have occupied the same job for at least one (1) year, and who are the senior applicants, shall have the right to laterally transfer to the vacant positions.

- 8.05** If a permanent or temporary position within the bargaining unit becomes vacant, it will be posted within five (5) working days of the vacancy becoming known. The Employer is deemed to know upon receiving the written resignation of an employee.

Should a subsequent vacancy result from filling an initial vacancy, the posting period will be four (4) working days and the next subsequent vacancy will be posted for three (3) working days. The minimum posting period shall be three (3) working days.

"Temporary position" is defined as covering a vacancy for a period of time that is known to be thirty (30) days or more in duration.

- 8.06** Permanent positions available for competitive selection within the bargaining unit shall be posted for a period of five (5) working days.

The job posting shall show the location and the classification level of the position.

Employees who wish to be advised of job postings while off work are required to notify their respective managers and in advance of being off work where possible. If requested by an employee, an explanation will be given for their unsuccessful bid for the position posted. The employee may request the attendance of a steward.

- 8.07** Any person awarded a position shall be entitled to up to three (3) calendar months as a familiarization period to meet the performance requirements of the position. In the event an employee does not successfully pass the probationary period, such employee shall be given their former position without loss of seniority but at a rate of salary paid to such employee while in their former position.

- 8.08** It is agreed that any employee promoted to a position excluded from the bargaining unit shall have the right to return to their former position with the bargaining unit within a period of three (3) months without loss of seniority.

An employee promoted to fill a temporary position outside of the bargaining unit as a result of a leave of absence, for example but not limited to pregnancy & parental leaves and/or disability, shall have the right to return to their position within a period of thirteen (13) months. Seniority shall continue to accrue for the first three (3) months only.

- 8.09** The Employer shall post a seniority list in electronic format, for example but not limited to, on the Credit Union's internal web, which shall be updated in January and June. The Union shall be notified that the seniority list has been posted. Failure to challenge a seniority list within thirty days of its posting constitutes the Union's agreement that the list is in order.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

- 9.01** Discipline for the purpose of this Agreement includes warnings and suspensions and discharges, and no employee will be disciplined without just cause.
- 9.02 (a)** An employee is entitled to be notified at a meeting with a management representative of the reasons for the imposition of any discipline. The employee shall be accompanied by a Union Steward or designate who shall be advised by management of the time and place of the meeting. Failure to conform with the requirements of this clause shall render the discipline null and void.
- (b)** Employees have the option to request Union representation to accompany them to any meeting with management that is reasonable to believe may result in discipline.
- 9.03** The Employer shall provide the employee and steward with a copy of any written discipline.
- 9.04** Demotion and transfer shall not be used as a disciplinary measure.
- 9.05** Upon resigning from their employment, the employee will give, in writing, a two (2) week notice to the Employer.
- 9.06** All disciplinary notations shall be removed from an employee's file after eighteen (18) months provided there has been no further discipline, in which case the disciplinary notations will be removed at such time as there has been an eighteen (18) month period without discipline.

ARTICLE 10 - HEALTH AND WELFARE BENEFITS

- 10.01** The Employer will pay 100% of the cost of OHIP at the applicable single or family rate. Changes in billing methods as these may be initiated by the Government, will not affect the availability of this benefit.
- 10.02 (a)** The Employer will provide the following coverage for the duration of this agreement - as described in the Canada Life Group Benefits Plan booklet:
- Extended Health Care (paramedical coverage increased from \$500 to \$700 effective January 1, 2022;
 - Vision Care (coverage increased from \$300 to \$325 effective January 1, 2019);
 - Dental Care; and
 - Short and Long-term disability

Employees will receive a "paid up certificate" life insurance policy with a value of \$5,000 as the Retired Employee's Insurance benefit upon retirement. "Retired employee" is defined as an employee who reaches age fifty-five (55) with at least fifteen (15) years of service.

Part-time employees shall receive five per cent (5%) of their base wages in lieu of all benefits.

(b) A full-time employee completing an initial period of three (3) months shall be entitled to accumulate sick leave at the rate of eleven and one-quarter (11.25) hours for each full calendar month of employment (since completion of the initial three (3) month period) to a maximum of two hundred and twenty-five (225) hours. The accumulated sick leave benefit is available for the following:

- during the waiting period for short term disability;
- for illnesses of fourteen (14) calendar days or less;
- for Personal Emergency Leave, to a maximum of two (2) days

The sick leave entitlement shall be pro-rated for part-time employees who have completed an initial three (3) month period, at the rate of seven and one-half (7.5) hours per month of employment to a maximum accumulation of ninety (90) hours.

Part-time employees who have completed an initial three (3) month period and who temporarily cover full-time positions for a period of time greater than thirty (30) days shall accrue sick leave entitlement at the rate of eleven and one-quarter (11.25) hours for each full calendar month of employment to a maximum of two hundred and twenty-five (225) hours. When the part-time employee returns to their part-time position, their maximum accumulation will be reduced to ninety (90) hours.

Management may request a medical certificate for sick leave absence.

The availability of the sick leave benefit is conditional upon observance of the following reporting procedure: "Employees who are ill and are unable to report for work, shall advise their immediate supervisor or designate of their inability to report for work."

Employees are entitled to use their accumulated sick leave (to a maximum of forty-five (45) hours per year, with pay) for the purpose of missing work to attend to the following family members who are sick and in need of the employee's full-time presence as a caregiver: Father, Mother, Sister, Brother, Son, Daughter, Spouse, Father-in-law, Mother-in-law, Brother-in-law and Sister-in-law.

Employees are entitled to miss up to twenty-two and one-half (22.5) hours per year with pay for the purpose of attending to their child, spouse, or parent who is in need of care.

10.03 The Employer shall provide coverage under Workplace Safety and Insurance Board for all employees.

ARTICLE 11 - PENSION

- 11.01** Effective January 1, 2020, the employer shall contribute seven (7%) percent to the pension plan for full-time employees. Effective January 1, 2022, the employer shall contribute seven and a quarter percent (7.25%) percent to the pension plan for full-time employees.
- 11.02** Effective January 1, 2020, the employer shall contribute seven (7%) to the pension plan for all eligible full-time employees. Effective January 1, 2022, the employer shall contribute seven and a quarter percent (7.25%) to the pension plan for all eligible part-time employees. Should part-time employees enroll in the pension plan, the seven and a quarter percent (7.25%) shall become the Employer's maximum contribution to the pension plan.
- 11.03** Part-time employees not yet eligible to participate in the pension plan, or eligible part-time employees who chose not to participate in the pension plan, shall receive seven (7%) of their base wages in lieu of pension effective January 1, 2020. Effective January 1, 2022, the percentage in lieu of pension shall increase to seven and one quarter percent (7.25%) of their base wages.

ARTICLE 12 - BULLETIN BOARDS

- 12.01** Bulletin boards will be made available to the Union by the Employer for the purpose of posting union notices relating to meetings, dues, entertainment, health and safety and general Union activities. All materials must be approved by a Union Steward. The Union agrees that the bulletin boards will not be used for any matters not relating directly to Union business.

ARTICLE 13 - UNION REPRESENTATIVES

- 13.01** The Union shall have the right to appoint or otherwise select one (1) steward, for each branch, including the Administration Branch of the Company. Written notice of the name of such persons will be submitted to, Human Resources to ensure official recognition of the persons involved.
- 13.02** It is agreed the steward shall continue to perform their regular work in order to maintain efficiency of operations; however, in accordance with this understanding, should they desire to assist an employee in presenting grievances during working hours, they will not leave their work area without first obtaining the permission of their immediate Supervisor, and such permission shall not be unreasonably withheld. The steward shall advise their immediate Supervisor before leaving their work area of the length of time required to assist an employee in presenting their own grievance and the personnel involved. Prior to returning to their work in their own department, a steward will report to their immediate Supervisor. It is agreed that stewards will not absent themselves from work unnecessarily during working hours for the purpose of servicing grievances hereunder. In return for this understanding, the Company will compensate such stewards at the regular working hours for such purposes, provided

the procedure under Section 13.02 is followed.

- 13.03** The Employer will grant leave with pay to members of the negotiating committee for time spent during regular working hours negotiating amendments to this Agreement.
- 13.04** In the event that a steward is required to attend a meeting at a branch location, other than their own branch, the steward shall be compensated for mileage costs at the applicable rate per kilometre. Travel time to the other branch shall be allotted during a regularly scheduled shift of the steward.
- 13.05** Stewards shall be granted up to one (1) hour to meet with new employees for the purpose of providing an orientation and information session on the collective agreement. Such orientation shall be completed within two (2) weeks of the employee successfully completing their three (3) month probationary period.

ARTICLE 14 - GRIEVANCE PROCEDURE

- 14.01** A grievance within the meaning of this Agreement shall be any difference between the Employer and an employee or the Union involving the interpretation, application, administration, or alleged violation of this Agreement including whether or not a matter is arbitrable.

14.02 STEP I

Prior to filing a written grievance an employee or designate will discuss their grievance first with the employee's immediate supervisor. The employee may request the attendance of a steward for their branch or another employee.

The supervisor shall give their answer within five (5) working days of discussing the complaint. If the employee is not satisfied with the answer of the supervisor, they shall file a written grievance in accordance to the following:

STEP II

The employee or designate may submit the written grievance to, Human Resources or designate within fifteen (15) working days of the occurrence giving rise to the written grievance. The written grievance shall state the name of the griever, their supervisor, the date of the grievance, the nature of the grievance, any article(s) relied on the remedy sought.

Human Resources ate shall respond within then (10) working days of receipt of the written grievance. Such response shall be in writing and if the remedy sought is denied the response shall indicate the reasons why.

STEP III

Failing unsatisfactory settlement at STEP II; the business representative for the Union may request a meeting with five (5) days of receiving the reply from, Human Resources. If after the parties have met and cannot agree on a settlement the Union/Employer may within ten (10) working days inform the Employer/Union that they will be proceeding to arbitration. The cost of the arbitrator shall be borne equally between the parties.

14.03 No grievance may be submitted concerning the termination of employment, lay-off or disciplining of a probationary employee.

14.04 Arbitration

Arbitration hearings shall be heard in the Kitchener-Waterloo area unless mutually agreed otherwise.

If the parties cannot agree on an Arbitrator within twenty (20) working days of notification of the parties' intent to proceed to arbitration, the Minister of Labour for the Province of Ontario may be requested to appoint an Arbitrator.

The Arbitrator shall not have the authority to alter, modify, add to, or delete from the agreement. The fees of the Arbitrator shall be borne by the Employer and the Union.

ARTICLE 15 - WORK REORGANIZATION

15.01 An employee set back to a lower rated position as a result of work reorganization will, following such reclassification continue to receive the same salary in the new position for a period of three (3) months only. After the expiry of this initial three (3) month period, the employee's salary will be adjusted downward to a rate being the average of the salary that the employee was earning and the salary level applicable to the lower rated position. At the end of this further three (3) month period, the employee's salary will again be adjusted downward to equal the salary level applicable to the lower rated position.

ARTICLE 16 - NO DISCRIMINATION

16.01 The employer and the Union agree to abide by the provisions of the Ontario Human Rights Code as amended from time to time and further agree that there will be no discrimination with respect to any employee for reason of membership, non-membership or accepted activity in a union because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability.

ARTICLE 17 - GENERAL

17.01 In the event that the employer requests that employees take work related courses, the employer shall cover all costs related to such courses including, but not limited to tuition, books, travel costs, meal allowance, etc. Required courses shall be taken on company time. If this is not possible, employees shall be paid overtime in accordance with this collective agreement.

For approved courses not required by the Employer, the Employer shall pay the cost of tuition and related materials for each course. In the event that the employee does not successfully complete such course, the employee shall reimburse the Employer for fifty percent (50%) of the tuition and related material costs for such course.

17.02 Employees will not be required to perform personal errands or tasks for Management

staff.

- 17.03** The parties agree to maintain a Joint Health & Safety Committee as required by the Occupational Health and Safety Act as amended from time to time. Except as otherwise agreed, all health and safety courses shall be through the Workers Health and Safety Centre.

17.04 Personnel Files

Upon providing Human Resources with seven (7) days' notice, employees shall have the option to view their personnel files during regular working hours. If requested, an employee may be accompanied by a steward.

17.05 Success Sharing Plan

All full time and part time employees who have completed their probationary periods will be eligible to participate in the annual incentive compensation plan based on the Credit Union's financial and non-financial performance.

Upon the approval of an annual incentive payment by the Board of Directors of the Credit Union, an eligible employee will receive .40 cents per hours worked in the eligible year. Hours worked include regular hours, sick hours (excluding WSIB, STD, or LTD), vacation hours, float day hours, and statutory holiday hours.

Employees who receive an annual performance rating of 4 or above, as determined through the Credit Union's annual performance management process, will receive an additional annual incentive payment of .15 per hours worked in the eligible year.

Payments will be made in the year following the end of the fiscal year. For example, Success Sharing payment for fiscal 2016, will be paid out after Board approval of financial results and year end in 2017. Typically, this usually occurs in March.

- 17.06** When the Employer requires an employee to attend a convention, seminar, training course or similar function, the employee will receive reasonable travel time (i.e. consideration given to delayed transit, road construction, unusually high volume of traffic, etc.) incurred outside of regular work hours using the most direct route, less the time spent normally travelling to their home branch/location and paid to the employee at his or her regular straight hourly rate of pay. Travel time will not be considered time worked.

ARTICLE 18 - JOB CLASSIFICATIONS

- 18.01** In the event a new job is created the Employer and Union shall negotiate a rate of pay for the job.
- 18.02** In the event the Employer and Union are unable to negotiate a rate of pay for a new job a party may request to have the matter submitted or arbitration in accordance with Article 14.

18.03 The Arbitration Board shall determine the rate of pay for the new job, but such determination shall only be binding for the duration of this agreement.

18.04 Jobs will be posted at the same classification level held by the incumbent.

18.05 Employees who are requested to work out of their classification for a minimum of one (1) day or more shall be paid their rate of pay or the rate of pay of the classification being performed, whichever is higher.

18.06 It is hereby agreed that the position of loan officer will no longer be a job classification within this agreement.

ARTICLE 19 - PART-TIME EMPLOYEES

19.01 Part-time employees shall be defined as persons who regularly work twenty-four (24) hours per week or less. Part-time employees will work a varying schedule of hours - at any branch of the credit union - as indicated on the normal schedule that is developed by the Employer. Part-time employees shall be guaranteed the opportunity of a minimum of working seven and one-half (7.5) hours per week.

19.02 It is understood and agreed that part-time employees are included in the bargaining unit. As such, all the provisions in this Agreement apply to part-time employees, save and except:

- Section 4.01 (a) & (b);
- Section 5.01 and 5.02;
- Section 6.01;
- Article 10.01

19.03 Insofar as public holidays and vacations concern part-time employees, the Employer agrees to be governed by the applicable provisions of the Ontario Employment Standards Act. Notwithstanding the foregoing, a part-time employee scheduled to work full-time hours in a week during which a paid holiday falls, shall be paid for the holiday. Part-time employees who have completed the probationary period indicated within 8.01, will be paid for the holidays that are indicated in 5.01, provided that they work their last regularly scheduled work shift before the holiday and provided that they work their first regularly scheduled work shift after the holiday.

ARTICLE 20 - LAY-OFF AND RECALL

20.01 In the event of a bargaining unit position being declared redundant by the Employer, the incumbent shall be provided notice of lay-off in order to initiate the bumping process outlined below.

In the event of a decrease in the working force, the employee with the least seniority within the bargaining unit will be affected first, providing the employees remaining are qualified and willing to perform the work available.

Employees will be recalled from lay-off in order of seniority providing they are qualified to perform the work required. Employees who are recalled will be provided with a familiarization period of up to fifteen (15) working days. The Employer will then determine whether these employees are qualified to perform the work required.

In the event of a lay-off, the employee shall continue to accumulate seniority and shall have recall rights for a period of up to twenty-four (24) months after which time they shall lose seniority and shall be deemed to be terminated. The Employer shall give notice of recall by Registered Mail to the last recorded address of the employee. The employee shall have the responsibility to keep the Employer informed at all times of their current address. The employee shall be required to return to work provided they are qualified within ten (10) working days from the time that they received notice of a recall unless the Employer grants an extension to this period. Failure to return to work within the specified period will result in the employee forfeiting their rights to recall.

At any time during the recall period, a laid off employee may opt for their full severance pay entitlement. Once this election is made all recall rights will cease and the employee shall be deemed to be terminated.

If at the end of the recall period, an employee has not been recalled or has not elected to receive severance pay, the employee will automatically receive the full severance entitlement.

While on lay-off, employees shall continue to receive group benefits coverage from the commencement of lay-off for six (6) months with the exception of disability income insurance which ceases after thirty-one (31) days from the first day of lay-off and optional benefits.

During any period of lay-off, there are no contributions to the pension plan by the employee or the Employer and no accrual of paid entitlements including but not limited to vacation and sick leave.

Lay-Off Procedure:

The Employer will provide the Union and all seniority employees who may be affected with a minimum of three (3) weeks written notification of lay off, but such notice shall be no less than the affected employees' entitlement of notice as specified in the Employment Standards Act, Ontario, as amended from time to time.

The written notice will include a list of positions and the names of the most junior incumbents who they are eligible to bump. The eligibility for bumping will be pursuant to the following conditions:

- i) the most junior employee based on seniority at each location will be identified
- ii) employees may bump into a higher position provided they are fully qualified

Employees will provide the Employer with written notice of their intent to bump, identifying the position and the incumbent they intend to bump. This must be done

within fourteen (14) working days of receipt of notification of lay-off. Where an employee elects not to bump, they shall work their full notice period, as mutually agreed by the Employer and the employee, prior to being laid off, if they so choose.

Employees will be deemed to be able to perform the full range of duties provided they are eligible to do so after a familiarization/training period of not more than fifteen (15) working days. Prior to the commencement of the familiarization/training period the employee will be provided with the performance expectations during the fifteen (15) working days familiarization/training period.

During the familiarization/training period the employee will be provided with direction from the supervisor. The familiarization and training period shall be interpreted as meaning the employee will be provided with periodic direction and assistance from the supervisor. At the start of the familiarization/training period, the supervisor and employee shall meet to discuss areas where the support may be required.

The employee being bumped will be removed from the said location and be assigned other duties to be completed while the familiarization period is occurring. The employee being bumped will be so advised in writing and will be provided a list of positions and the names of the most junior incumbents who they are eligible to bump. This employee will also advise the Employer in writing within five (5) working days of the bumping employee's successful completion of their familiarization period that he or they intend to bump, identifying the position and incumbent.

If a person exercising the right to bump is unable to demonstrate that they are able to perform the full range of duties identified during the fifteen (15) days familiarization/training period, they shall be permitted only one further opportunity to bump before being laid off.

An employee who bumps into a lower-rated classification will have their wage rate adjusted after three (3) months.

An employee who is displaced from the workplace as a result of this process shall be laid off.

ARTICLE 21 - WAGES

21.01 Employee shall be paid in accordance with Appendix "A" attached hereto, which forms part of this Agreement.

ARTICLE 22 - LABOUR/MANAGEMENT COMMITTEE

22.01 The Employer shall recognize a Labour/Management Committee of three (3) seniority employees. There may be equal representation on the committee by the Employer.

The Labour/Management Committee shall establish a schedule for bi-monthly meetings prior to the end of January each year. The Labour/Management Committee

will meet to discuss any concerns which may arise during the term of this agreement. Additional meetings may be arranged at the request of either party. A staff representative of the Union may attend those meetings.

It is understood that the Union Committee members will be paid for time spent at such meetings, which will be held during their regular working hours.

Union Labour/Management Committee member(s) will receive reasonable travel time (i.e., consideration given to delayed transit, road construction, unusually high volume of traffic, etc.) incurred outside of regular work hours using the most direct route, less the time spent normally travelling to their home branch/location and paid to the employee at his or her regular straight hourly rate of pay. Travel time will not be considered time worked.

ARTICLE 23 - DURATION

23.01 The Agreement shall be effective on the 1st day of January 2021 and remain in force and effect until December 31st, 2022, and shall be renewed from year to year thereafter, unless either party gives to the other notice in writing within ninety (90) days of the expiry of the contract that it desires to terminate or amend its provisions.

23.02 Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new agreement is reached or the right to strike or lock-out occurs and is exercised, whichever is first.

ARTICLE 24 - MERGERS, ACQUISITIONS

24.01 (a) During the life of this agreement, no employee in the bargaining unit shall be laid-off due to any merger with or acquisition by another financial institution.

(b) In the event of a merger or acquisition, the seniority rights of employees in the bargaining unit shall be preserved and maintained, except as may otherwise be directed by the Ontario Labour Relations Board.

ARTICLE 25 - STRIKE AND LOCK-OUTS

25.01 There shall be no strikes on the part of the Union, or lockouts on the part of the employer during the lifetime of this Agreement. This section shall not be construed as prohibiting members from respecting any picket lines authorized not only by the local union but also by the International/National union concerned.

25.02 Employees shall not be required or disciplined for refusal to cross picket lines in the performance of their duties.

25.03 Employees shall not be required to perform work the struck work of any other union or bargaining unit and shall not be adversely affected for refusing to perform such struck work.

Signed on behalf of:
Your Neighbourhood Credit Union

Hilary Anderson

Cindy Fish

Tricia Orlando

Signed on Behalf of:
CANADIAN OFFICE AND
PROFESSIONAL EMPLOYEES' UNION,
Local 343

Geraldine McMullen

Geraldine McMullen

Tracey Noland

Tracey Noland (Jul 5, 2022 10:47 EDT)

Tracey Noland

Jackie Halstead

Jackie Halstead (Jul 11, 2022 10:36 EDT)

Jackie Halstead

APPENDIX “A” – Wage Grid

- Wage grid amended to reflect the results of Job Evaluation
- Three (3) wage levels will be utilized
- Red circling will apply as required.

COPE - Wage Grid January 1, 2021 - December 31, 2022

Job Classification	Hourly Rate of Pay					
	Starting	6 Months	12 Months	24 Months	36 Months	48 Months
Effective January 1, 2021						
A (Admin MSRs-Clearing & Reg'd Products, PT MSR, MSR)	\$ 20.63	\$ 21.72	\$ 22.84	\$ 23.69	\$24.54	\$ 25.08
B (Admin MSR-Reception)	\$ 22.01	\$ 23.10	\$ 24.24	\$ 25.08	\$ 25.92	\$ 26.48
C (Admin MSR-Lending, SMSR)	\$ 23.09	\$ 24.26	\$ 25.45	\$ 26.33	\$ 27.20	\$ 27.80
Effective January 1, 2022						
A (Admin MSRs-Clearing & Reg'd Products, PT MSR, MSR)	\$ 21.20	\$ 22.32	\$ 23.47	\$ 24.34	\$ 25.21	\$ 25.77
B (Admin MSR-Reception)	\$ 22.62	\$ 23.74	\$ 24.91	\$ 25.77	\$ 26.63	\$ 27.21
C (Admin MSR-Lending, SMSR)	\$ 23.72	\$ 24.93	\$ 26.15	\$ 27.05	\$ 27.95	\$ 28.56

LETTER OF UNDERSTANDING – Training Request

Letter of Understanding
- between -
Canadian Office and Professional Employees Union, Local 343
- and -
Your Neighbourhood Credit Union

In an effort to qualify themselves for promotional opportunities, an employee may submit a formal request for relevant training and mentoring of positions both inside and outside of the bargaining unit, where possible to Human Resources. Upon receipt of a written request submitted to Human Resources, a meeting shall be held with the interested Employee for the purposes of creating a development plan that is mutually agreeable to all parties involved. If the Employer is unable to respond to more than one written training request at a time, the employee with the most seniority shall be receiving training.

Signed on behalf of:
Your Neighbourhood Credit Union

Hilary Anderson

Cindy Fish

Tricia Orlando


Signed on Behalf of:
**CANADIAN OFFICE AND
PROFESSIONAL EMPLOYEES' UNION,
Local 343**



Geraldine McMullen


Tracey Noland (Jul 5, 2022 10:47 EDT)

Tracey Noland


Jackie Halstead (Jul 11, 2022 10:36 EDT)

Jackie Halstead

LETTER OF UNDERSTANDING – Transfers

Letter of Understanding
- between -
Canadian Office and Professional Employees Union, Local 343
- and -
Your Neighbourhood Credit Union

The Union acknowledges that it is the full and exclusive right of the Employer to transfer any of the employees covered by this agreement.

The Union acknowledges the right of the Employer to temporarily transfer an employee to address a planned short-term circumstance where such circumstance does not immediately allow for the position to be posted in accordance with this Collective Agreement. Such temporary transfer shall not exceed thirty (30) calendar days.

The Employer agrees that prior to any transfer taking place, the employer shall first canvass all bargaining unit employees to determine if there is a volunteer to take the temporary transfer. In the event that there are no volunteers, the Employer shall assign the lowest seniority employee who is training in the position to temporarily fill the role. If the temporary transfer is going to be for a period greater than thirty (30) calendar days, the Employer shall post the position in accordance with the Collective Agreement.

Transfers shall not be used for disciplinary purposes.

When transferring employees temporarily, the Employer agrees to observe the following practices:

- (a) Any employee being temporarily transferred shall be advised of the transfer in writing at least two (2) weeks prior to the effective date of transfer. The notification will include the expiry date of the transfer.
- (b) Should there be no successful applicant for the temporary transfer, the transfer may remain in effect for a period of time not to exceed one (1) year from the date of the initial transfer.
- (c) When an employee is temporarily transferred to a location that is further from their principal residence than their current work location, the employee is entitled to claim reimbursement for extra travel expenses, as per the CRA mileage rates, that is in addition to the distance from their principal residence to the current work location – (and return).

The Union acknowledges that this Letter of Understanding does not alter, limit, or diminish Article 3 – Management Rights, in any way:

Signed on behalf of:
Your Neighbourhood Credit Union

Hilary Anderson

Cindy Fish

Tricia Orlando

Signed on Behalf of:
CANADIAN OFFICE AND
PROFESSIONAL EMPLOYEES' UNION,
Local 343

Geraldine McMullen

Geraldine McMullen

Tracey Noland

Tracey Noland (Jul 5, 2022 10:47 EDT)

Tracey Noland

Jackie Halstead

Jackie Halstead (Jul 11, 2022 10:36 EDT)

Jackie Halstead

LETTER OF UNDERSTANDING – Saturday Hours

Letter of Understanding
- between -
Canadian Office and Professional Employees Union, Local 343
- and -
Your Neighbourhood Credit Union

It is understood that the Employer has the option of opening on Saturday. Employees may be required to work on Saturday for a maximum of four (4) hours. Employees have the option of switching Saturday hours with another qualified employee, provided that the Employer is notified before 5:00 pm on Thursday. Full-time employees shall submit their Saturday availability for the upcoming month by the 21st day of the month prior.

In the event of an emergency preventing an employee from providing the notification specified above, an employee will still have the option of switching Saturday hours with another qualified employee. However, the responsibility for ensuring that a qualified employee reports to work remains with the scheduled employee.

EMPLOYEES HIRED PRIOR TO JANUARY 1, 1997

These employees will be scheduled on a rotational basis – equally distributed (by seniority)

Full-time The hours of work for this group of employees will be 37½ hours from Monday to Friday. Saturday hours will be paid at 1½ times their normal rate. An employee who does not report for work on their scheduled Saturday shall not be paid for that day.

Part-time Part-time employees scheduled to work Saturday shall be paid at 1½ times their normal rate if they have filled in for a full-time employee for the full week prior to their scheduled Saturday.

EMPLOYEES HIRED AFTER TO JANUARY 1, 1997

Full-time The normal hours of work for these employees will be 37½ hours from Monday to Saturday. Any time worked in excess of 37½ hours per week shall be paid in accordance with Article 4.04.

Part-time The normal work schedule for these employees will be from Monday to Saturday.

Signed on behalf of:
Your Neighbourhood Credit Union

Hilary Anderson

Cindy Fish

Tricia Orlando

Signed on Behalf of:
CANADIAN OFFICE AND
PROFESSIONAL EMPLOYEES' UNION,
Local 343

Geraldine McMullen

Geraldine McMullen

Tracey Noland
Tracey Noland (Jul 5, 2022 10:47 EDT)

Tracey Noland

Jackie Halstead
Jackie Halstead (Jul 11, 2022 10:36 EDT)

Jackie Halstead

LETTER OF UNDERSTANDING – Evening Hours

Letter of Understanding Between
Canadian Office and Professional Employees Union - Local 343
And
Your Neighbourhood Credit Union

In the event that the Employer intends to begin opening the branches evenings until 8:00pm, the Employer will use part-time employees for all evening work. Should the Employer make the decision to open branches in the evening, the Union will be given at least fourteen (14) days' notice and future schedules will be adjusted accordingly.

It is not mandatory that part-time employees accept a schedule of hours.

Signed on behalf of:
Your Neighbourhood Credit Union

Hilary Anderson

Cindy Fish

Tricia Orlando

Signed on Behalf of:
CANADIAN OFFICE AND
PROFESSIONAL EMPLOYEES' UNION,
Local 343

Geraldine McMullen

Geraldine McMullen

Tracey Noland

Tracey Noland (Jul 5, 2022 10:47 EDT)

Tracey Noland

Jackie Halstead

Jackie Halstead (Jul 11, 2022 10:36 EDT)

Jackie Halstead

LETTER OF UNDERSTANDING – COVID-19 Leave of Absence (up to five (5) paid days)

Letter of Understanding
- between -
Canadian Office and Professional Employees Union, Local 343
- and -
Your Neighbourhood Credit Union

It is expected that employees take every precaution recommended by Public Health.

When an employee has exhausted all accumulated sick hours, and is required to self-quarantine, be quarantined, or is required to self-isolate due to confirmed exposure or symptoms related to COVID-19, the employee may access up to five (5) working days paid leave of absence.

In order to access any of the five (5) paid working days under this Letter of Understanding, documentation of a positive COVID-19 test and/or documentation from Public Health is required.

Signed on behalf of:
Your Neighbourhood Credit Union

Hilary Anderson

Cindy Fish

Tricia Orlando

Signed on Behalf of:
**CANADIAN OFFICE AND
PROFESSIONAL EMPLOYEES' UNION,
Local 343**

Geraldine McMullen

Geraldine McMullen

Tracey Noland

Tracey Noland (Jul 5, 2022 10:47 EDT)

Tracey Noland

Jackie Halstead

Jackie Halstead (Jul 11, 2022 10:36 EDT)

Jackie Halstead