

COLLECTIVE AGREEMENT

BETWEEN

HEALTHCARE AND MUNICIPAL EMPLOYEES'

CREDIT UNION LIMITED

(the Employer)

- and -

CANADIAN OFFICE AND PROFESSIONAL

EMPLOYEES' UNION, LOCAL 343 - CLC

(the Union)

Expiry Date: December 31, 2016

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ARTICLE 1 – DEFINITION

- 1.01 a) The term "Union" as used herein shall mean Local 343 of the Canadian Office and Professional Employees' Union, - CLC.
- b) The term "Bargaining Unit" as used herein shall mean all office employees of the Hamilton Municipal Employees' Credit Union Limited in Hamilton including permanent part-time employees employed on a regular weekly basis, save and except supervisors and persons above the rank of supervisor.
- c) The term "employee" or "employees" as used herein shall mean only such persons as are included in the above defined bargaining unit.
- d) The term "casual" shall mean employees hired to work for the school vacation period from June 1st to September 15th and/or the Christmas period from December 15 to January 15 when part-time employees are not available for work. Where necessary these employees may be brought in for training in May. Casual employees shall be covered by the collective agreement for hours of work and wages and paid at the same rate as part-time employees. Casual employees shall pay dues as required by the union. Casual employees shall not accumulate seniority, unless kept beyond the time outlined above. In that event, they shall be considered permanent part time employees upon completion of ninety calendar days from their original date of hire provided they have completed thirty (30) shifts in addition to their training period if applicable, or at such later time as they have completed thirty (30) shifts. Casual employees shall not displace seniority employees

The terms of "Employer" as used herein shall mean the Healthcare and Municipal Employees' Credit Union Limited in Hamilton, Ontario.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its office employees as described in 1.02 b).
- 2.02 The Employer will not contract out bargaining unit work which would displace a member of the bargaining unit.
- 2.03 No employee outside the bargaining unit shall perform bargaining unit work which would displace a member of the bargaining unit.

ARTICLE 3 – UNION SECURITY

- 3.01 During the term of this Agreement, the Employer will deduct union dues each pay period from employees in the bargaining unit who have completed thirty (30) days of employment. The amount of union dues deducted from each employee shall be provided to the employer in writing. These dues shall be forwarded to the union no later than the tenth (10th) day of the following month.

3.02 All employees shall, as a condition of employment, and within thirty (30) days after commencement of their employment, be required to execute an authorization for deduction of their Union dues.

3.03 All employees who are members of the Union on the effective date of this Agreement or who subsequently become members shall remain members in good standing in the Union during the term of this Agreement.

ARTICLE 4 - MANAGEMENT FUNCTION

4.01 The Union recognizes the right of Healthcare and Municipal Employees' Credit Union Limited to operate and manage its business in all respects and maintain order and efficiency in its operations.

ARTICLE 5 - STRIKES AND LOCKOUTS

5.01 There shall be no lockout by the Employer or strike or any other interferences with the operation of the Credit Union by an employee or employees during the term of this Agreement.

ARTICLE 6 - SENIORITY

6.01 Seniority shall be accumulated on the basis of length of service with the Employer and shall be accorded to each permanent employee at the completion of the probationary period of ninety (90) calendar days, effective from the first day of employment.

6.02 Each employee, when hired, shall be on probation for a period of ninety (90) calendar days from the date of hiring and his or her employment may be terminated at any time during this period. A probationary employee may only grieve their dismissal if he/she demonstrates that the employer has acted in bad faith or in an arbitrary manner or on improper discriminatory ground as set forth in the Ontario Human Rights Code.

6.03 Upon completion of the probationary period, each employee shall be entitled to all rights and privileges of this Agreement and such employee's seniority shall be effective as of the original date of employment.

6.04 In all cases of promotion or lateral moves the following determining factors will be considered by the Employer:

(a) Seniority

(b) Ability to perform the work

An employee so promoted shall be given a sixty (60) day familiarization period. The employee will be reviewed after 30 days and may complete the familiarization period at that time.

In the case of a lay-off employees with the least seniority will be laid off first.

- 6.05 Seniority shall be considered broken when an employee voluntarily leaves the service of the Employer or is discharged for just cause or accepts a position outside the bargaining unit and does not return within ninety (90) days.
- 6.06 An employee, other than a probationary employee, who has been laid off, shall retain the right to recall for two (2) years.
- Recalls shall be made in the reverse order of lay-off. If an employee is recalled and returns to work within two (2) years of being laid off, they shall be credited with their full seniority.
- 6.07 The seniority status of an employee granted leave of absence shall be retained and shall continue to accumulate.
- 6.08 The employer shall supply the union with a seniority list in January and July of each year. The seniority list shall be adjusted and updated semi-annually or such other time as may be necessary throughout the year.

ARTICLE 7 - PROMOTIONS, JOB POSTINGS AND TEMPORARY VACANCIES

- 7.01 Promotion is hereby defined as a move from a lower classification to a higher classification within the bargaining unit.
- 7.02 With respect to any new positions or any vacancies coming within the scope of this Agreement, employees shall be entitled to bid for such position or vacancy by means of written application. Notice of such job vacancies shall be posted on the Bulletin Board for a period of five (5) working days and will include classification and a brief description of the job duties including qualifications and necessary skills. A shorter period of time may be arranged by mutual agreement in writing by the Credit Union and the Bargaining Unit. "The employer shall not be required to post more than 20 working days prior to the position becoming vacant."
- 7.03 It shall be the responsibility of the Employer to inform all employees who may be in equivalent positions to, or in junior positions to the permanent position which is vacant, and who may be on annual leave, leave of absence, or absent because of illness, of any permanent job vacancy. Such notice, shall be made by email with "read receipt" to confirm email has been received by employee, or by hand delivery if applicable. Such employees shall be allowed five (5) days from date of mailing or delivery in which to apply for any such vacancies.
- 7.04 (a) When a member of the bargaining unit is promoted to a management position, it is agreed that they shall have the right to go back to their former position within a period of ninety (90) calendar days. In the event the employee does not return to the bargaining unit within the ninety (90) day period, they shall not have the right to return to the bargaining unit and their seniority within the bargaining unit shall cease.

- b) Employees may be assigned to a temporary position outside of the bargaining unit, provided the employee is willing. An employee so assigned shall be paid a responsibility allowance of \$3.00 per hour in addition to their regular hourly rate of pay for all hours worked in that position.
- 7.05 Within a ninety (90) calendar day period, an employee may return to his or her former classification without loss of seniority and at the rate of salary paid for the classification on the date of return. If the Employer returns the employee to her former position, it shall be subject to the Grievance Procedure.
- 7.06 In the case of promotions, an employee will move to the next higher pay position on the pay grid. All promotions will represent a minimum of five (5) dollars a week increase and the employee thereafter shall continue according to the progression schedule in that classification.
- 7.07 Minimum time to be spent on a higher rated job is three (3) consecutive hours before qualifying for the rate applicable to such higher rated job. Payment for any time spent on the higher rated job will be at the minimum scale for such job except where the employee's present rate is above such rate then the next highest rate for the higher rated job is applicable.
- 7.08 In filling temporary vacancies, the Employer shall give preference to the employees on the basis of their seniority provided they are qualified to meet the normal requirements of the job.
- 7.09 Temporary vacancy shall mean a job exceeding three (3) months duration which is open due to absence or leave of absence or by reason of sickness or accident.

When such temporary vacancy opening(s) occur in any department coming within the scope of this Agreement, such opening(s) will be posted on the Bulletin Board within a period of two (2) weeks of its availability.

Any person selected to fill a vacancy in a limited job temporary vacancy, shall revert to the classification in which he or she worked prior to the selection.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

- 8.01 a) The work week will be thirty-five (35) hours per week Monday to Saturday. A part-time employee is one whose regular working hours do not exceed (24.5) twenty-four and one-half hours per week, with the exception of hours allotted for the purpose of job training.
- b) When scheduled to work part-time employees will be scheduled to work a minimum of four (4) consecutive hours with the exception of Saturdays which may be 3.5 consecutive hours, and the Wednesday morning staff training sessions, which shall be voluntary. The Credit Union will provide part-time schedules on the 1st of the month for the 15th to 30th and on the 15th of the month part-time schedules will be provided for the 1st to the 15th of the following month. Management reserves the right to revise these schedules as dictated by operational requirements.

c) The Credit Union will make every reasonable attempt to allocate hours for part-time employees in order of seniority subject to the maximum hours as noted in section 8.01. Seniority refers to date of hire.

8.02 The Employer will cover Saturday staffing requirements using the terms agreed to in the following subsections:

- (a) The Union and the Employer recognize that all full time and part time employees in the bargaining unit are required to be available to work Saturdays subject to the established Saturday scheduling steps as agreed to and outlined below.
- (b) Step 1 - Voluntary - The employer will look to staff monthly from each branch on a voluntary basis by seniority with qualified full time staff having preference followed by qualified part-time staff to volunteer to work for one or more Saturdays.
- (c) Step 2 – Once Step 1 has been exhausted and additional Saturday staff are required in the month being scheduled for, the employer will schedule work using the procedure noted in (a) below. Section (a) is to ensure that all qualified employees have worked a minimum of one Saturday in the month before additional Saturdays are scheduled during those months when there are an insufficient number of volunteers. The subsequent sections (b) will be used when (a) is exhausted and (c) will be used by the employer when (b) is exhausted. The employer will start at the bottom of the seniority list for each month in all scheduling scenarios listed below.
 - (i) Additional staff shall be scheduled in the reverse order of seniority commencing with the first qualified part-time employees who did not volunteer for at least one Saturday in the month being scheduled for. Once the part-time employees have been scheduled, if there continues to be a requirement for additional staff, qualified full time employees shall be scheduled in reverse order of seniority commencing with the first full time employee who did not volunteer at least one Saturday in the month being scheduled for. Full time employees shall not be required more than one Saturday per month without their express agreement.
 - (ii) After all qualified staff have volunteered or been scheduled to work a minimum of one Saturday (as set out in Steps 1 and 2(a) and if the employer requires additional Saturday staff in the month being scheduled for, the employer will look to part-time staff in reverse seniority order who have not volunteered or been scheduled to work 2 Saturdays in the month.
 - (iii) After (b) above has been exhausted and the employer requires additional Saturday staff in the month being scheduled for, the employer will continue to look to part-time staff in reverse seniority order using the same process in (b) for all remaining Saturdays, namely first to those part-time staff who have not volunteered or been scheduled for 3 Saturdays, then if required to those part-time staff who have not volunteered or been scheduled for

4 Saturdays, then if required to those part-time staff who have not volunteered or been scheduled for 5 Saturdays in those months where there are 5 Saturdays.

- (d) The employer will require staff to work on Saturdays in the position with duties and responsibilities closest to their normal position including positions they have been trained to back-up. In the event that there is no similar position required on a Saturday the employee will be scheduled for a position determined by:
 - (i) The employee will have the option of volunteering for a position for which they are fully qualified;
 - or
 - (ii) If the employee does not volunteer for a position in (a) the employer will provide the appropriate job training in order for the employee to be qualified to cover the Receptionist position.
- (e) The employer currently requires the positions of MSR, LSR and Reception on Saturdays. If during the terms of the existing contract additional position(s) are required on Saturday the Labour Management Committee will determine how these positions are dealt with.
- (f) Saturday Pay - A full time employee who volunteers or is scheduled to work Saturdays shall have the option of receiving pay or time off in lieu calculated at the rate of time and one half for all hours worked.
- (g) Employees shall not be scheduled on Saturdays preceding the commencement of or on conclusion of their vacation, except with the agreement of the employee.
- (h) If an employee who is scheduled to work on a Saturday is off due to illness, the employer will call in another employee to work in place of the originally scheduled employee and such employee will be paid or allowed compensating time off at a rate of time and one half.
- (i) Reasonable notice will be given for Saturday hours scheduling.
- (j) Management reserves the right to extend Saturday hours beyond 12:00 noon. Reasonable notice will be given to any change in Saturday hours.

8.03 All time worked in excess of the normal seven (7) hour work day or thirty-five hours per week shall be paid at the rate of time and one-half (1 ½). In addition to overtime as outlined above, part-time employees working in excess of twenty-four and one-half (24.5) hours per week, where allowable in this Collective Agreement, shall receive an additional two percent (2%) in lieu of benefits for all hours worked in excess of twenty-four and one-half (24.5) hours in any one week.

8.04 Where an employee is required to forego all or part of his or her lunch period at the request of the Employer, such time will be paid at the rate of time and one-half (1 - 1/2).

- 8.05 A full time employee called to work on a day off or other than their regular shift shall be paid at time and one-half (1 - 1/2) for actual time worked or four (4) hours at their regular rate, whichever is the greater.
- 8.06 Employees who agree to work overtime shall have the choice of the following methods of remuneration:
- (a) Time and one-half (1 - 1/2) the regular rate of pay for all time worked after thirty-five (35) hours to be paid on the following pay day or time in lieu at the rate of time and one-half for all time worked after thirty-five (35) hours at the option of the employee.
 - (b) Time off with pay may be held as a credit to a maximum of seventy (70) hours. Employees may ask to be paid for hours held as credit at any time. If not taken as time off, employees will be paid at the overtime rate. Payment will be made for unused overtime hours that exceed seventy (70) hours and that are not scheduled to be used before December 31 and shall be paid on the last regular pay day in November each year.
- 8.07 Employees shall be granted time off for a rest period without loss of pay for fifteen (15) minutes during the morning and for fifteen (15) minutes during the afternoon.
- 8.08 Overtime work shall be voluntary. However, the employees recognize that there are occasions when emergencies make the working of overtime imperative, and the employees agree to co-operate under those circumstances.
- 8.09 Employees will be paid the sum of \$15.00 supper money when required to work two (2) hours beyond the end of their seven (7) hour shift and only if the Credit Union has not provided dinner.
- 8.10 Where possible, the employer shall provide regularly scheduled shifts for part-time employees. Preference for shifts shall be by seniority. Part-time employees shall be guaranteed a minimum of twenty-one (21) hours each month.

ARTICLE 9 - WAGES

- 9.01 Employees shall be paid weekly according to the attached Appendix "A" along with an itemized statement of their deductions.
- 9.02 If a new job which falls within the scope of this agreement is established, or if a job is substantially changed, the Credit Union will make a classification for the new or changed job in relation to the existing wage scale, and the Union shall be informed of the result. If the union considers that the new wage and/or classification is incorrect, the matter shall be subject to the Grievance Procedure.

ARTICLE 10 - HOLIDAYS

- 10.01 Subject to Clause 10.03, employees will be given time off on the following holidays without loss of salary:

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

Where possible, December 24th will be taken by one-half of the Permanent Full Time Staff and December 31st will be taken by the other half of the Permanent Full Time Staff.

In the event December 24th and December 31st fall on a non-working day or cannot be granted as a day off due to full staff being required to work, then one day will be granted as time off with pay in the following year.

The Credit Union will be closed on Easter Monday and it will be a paid holiday for all full time and part-time staff.

In order to qualify for a paid holiday, the employee shall work their regularly scheduled day immediately preceding and immediately following any such holiday. In case of illness, a medical certificate by a legally qualified medical practitioner may be required by the Employer. Cost of obtaining a medical certificate to be borne by the Employer.

In the event that the employer determines to schedule staff training on Remembrance Day, with a minimum of 60 days notice, employees shall be granted a floating day off to be taken by mutual agreement.

* Remembrance Day

- 10.02 In the event that an employee is required to work a holiday, then in addition to the salary provided under Clause 10.01, the employee shall be paid for the time worked at the rate of double his or her regular rate.
- 10.03 When a holiday falls within an employee's vacation period, the employee shall, by mutual agreement, be entitled to one (1) day off in lieu thereof.
- 10.04 When a paid holiday falls on Saturday or Sunday, the holiday shall be observed on the next regularly scheduled working day.

ARTICLE 11 - VACATIONS

- 11.01 Employees shall be granted, except as otherwise expressly provided herein, an annual vacation with pay according to her/his aggregate credited service as follows:
 - (a) Employees with one (1) year of aggregate credited service shall receive three (3) weeks vacation.

- (b) Employees with seven (7) years of aggregate credited service shall receive four (4) weeks vacation.
- (c) Employees with twelve (12) years of aggregate credited service shall receive five (5) weeks vacation.
- (d) Employees with twenty (20) years of aggregate credited service shall receive six (6) weeks vacation.
- (e) Employees with twenty-five (25) years of aggregate credited service shall receive one additional vacation day each year to a maximum of five (5) additional vacation days.
- (f) Employees with three (3) years of service shall receive an annual vacation bonus of fifty dollars (\$50.00) to be paid on their anniversary date.
- (g) Employees with five (5) years of service shall receive an annual vacation bonus of one hundred dollars (\$100.00) to be paid on their anniversary date.
- (h) Employees with twelve (12) years of service shall receive an annual vacation bonus of one hundred and fifty dollars (\$150) to be paid on their anniversary date.
- (i) Employees with twenty (20) years of service shall receive an annual vacation bonus of two hundred dollars (\$200.00) to be paid on their anniversary date.
- (j) Employees with twenty five (25) years of service shall receive an annual vacation bonus of two hundred and fifty dollars (\$250.00) to be paid on their anniversary date.
- (k) All vacations granted in any year shall be determined on the basis of the aggregate credited service of the employee, and such service is to include any period or periods of Employer paid absence due to sickness (certified by a medical practitioner), accident while on duty, maternity leave or leave of absence for Union business. All other periods of absence, other than those noted above, will reduce an Employee's vacation entitlement in the same proportion as the factor by which the period of absence relates to the full calendar year.

11.02 a) The choice of vacation period will be granted in line with seniority. Each employee will submit in order of choice (ie. 1st, 2nd, 3rd) and each choice consists of up to 10 days. Requests must be submitted by December 1st. Decisions will be made by January 15th each year on all requests submitted by December 1st. Requests will be approved in order of 1st choice based on seniority, 2nd choice based on seniority, etc. Requests received throughout the year will be approved based on seniority and coverage available for time requested.

(b) Employees will be permitted to take up to five (5) days vacation in units of one day or more by mutual agreement. Request to be made in writing at least 48 hours in advance, except in the case of emergencies.

(c) If an employee chooses not to submit their requests by the deadlines listed above, they will not be allowed to bump a less senior employee whose vacation has been previously approved in accordance with this clause.

- 11.03 If a permanent part-time employee should become a permanent full-time employee, the employee shall be credited with seniority based on the total time worked, exclusive of overtime, up to the date they become a permanent full-time employee. This seniority is for vacation time earned and does not apply to any other sections of this agreement.
- 11.04 The vacation period shall commence from and include January 1st and continue to and include December 31st of the same year. All employees are expected and encouraged to take their vacation during the current vacation year, except as otherwise provided in this article. For clarification purposes the application of this article shall mean that if your aggregate service increases in the calendar year, your vacation entitlement for that year shall be based on that increased aggregate service, i.e. an employee attaining seven years of service effective July, shall receive four weeks vacation for that year in which she reaches seven years of service (not required to wait until next calendar year to receive increased vacation).
- 11.05 On separation of employment, including retirement, an employee shall be paid all accumulated vacation time. In addition, employees shall receive vacation pay for vacation accumulated in the year of their separation, pro-rated on their annual vacation entitlement based on time worked since their last anniversary date of employment.
- 11.06 An employee who has been granted and taken vacation leave and terminates their employment with the employer before the anniversary date when the employee commenced work, shall have the unearned portion of vacation leave deducted from their final pay.

ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE

- 12.01 There shall be a Chief Steward for the bargaining unit, in addition to a steward at each branch location.
- 12.02 With prior approval of his or her supervisor the Steward(s) shall be permitted to temporarily discontinue regular office duties for a reasonable length of time to investigate and negotiate grievances and the employee shall suffer no loss of pay.

The Union shall notify the Employer in writing of the names of the Chief Steward and Stewards and members of all Committees and any changes in such personnel before the Employer shall be required to recognize them.

12.03 Grievance Procedure

A grievance within the meaning of this Agreement shall be any dispute between the parties involving the interpretation, application, administration, or alleged violation of this Agreement.

12.04 Step One

An employee having a grievance shall discuss and attempt to resolve such grievance with their Manager with the Chief Steward being present. The Manager shall make their decision known within five (5) working days.

If after registering the complaint with the Manager, and such complaint is not settled within five (5) working days or within any longer period which may have been agreed to by the parties, then the following steps of the grievance procedure may be invoked:

Step Two

The grievance shall be submitted in writing to the Vice President of Human Resources or designate. The Vice President of Human Resources or designate shall meet with the employee's Union Steward within three (3) working days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting if required by the union. The Vice President of Human Resources or designate shall within a further five (5) working days answer the grievance and return it to the Union.

Step Three

If the decision of the Vice President of Human Resources or designate is not satisfactory, the grievance may be submitted to the Chief Executive Officer or designate who shall, as quickly as possible, hold a meeting between the Union, the appropriate representative(s) of the Employer, and Representatives of the Union in a further attempt to resolve the grievance. The grievor may be present at this meeting if required by the union. The Chief Executive Officer or designate shall within five (5) working days give a decision in writing to the Union.

12.05 Arbitration

A grievance not adjusted in Step No. 3 may be referred to arbitration. Such referral shall be in writing within fourteen (14) days of receipt of the reply in Step 3.

12.06 The party referring the matter to arbitration shall suggest a person to serve as Arbitrator.

12.07 The recipient shall respond within ten (10) working days, either agreeing to the arbitrator or suggesting alternative arbitrators.

12.08 If the parties cannot agree on an Arbitrator within thirty (30) days, either party may request the Minister of Labour for the province to appoint an arbitrator.

12.09 The Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and provisions of this Agreement, or alter the seniority status of any employee.

12.10 The decision of the Arbitrator shall be final and binding on both parties.

12.11 Each party will bear their expenses and shall share equally the expense of the Chairperson.

- 12.12 Grievances relating to discharge may be initiated at Step No. 2 of the Grievance Procedure and may be appealed directly to Step No. 3.
- 12.13 Group Grievances may be initiated by the union and shall be resolved in accordance with the provisions of this Article beginning at Step No. 2 of the Grievance Procedure.
- 12.14 The Grievance and Arbitration Procedure may be invoked by the Employer. Such grievances may be initiated by the Employer at Step No. 3 of the Grievance Procedure by filing with the Chairman of the Grievance Committee. For such purposes, the provisions of this Article 12 will be read and construed with the necessary changes.
- 12.15 The time allowance provided in this Article may be extended by mutual agreement between the Parties in writing.

ARTICLE 13 - SICK PAY

- 13.01 a) Sick Leave Credit shall be 1-1/2 days per month of service for full time employees.

Sick leave credit shall be ½ day per month of service for part-time employees and will commence to accumulate the first full calendar month following completion of their probationary period.

b) There shall be no deduction of sick time for that day if an employee leaves after four (4) hours of work. The Employer reserves the right to exercise discretion in the application of this clause if it is abused by employees.

c) Credits shall be cumulative as from the beginning of the first complete calendar months after commencing of duties.

d) An employee absent for more than five (5) consecutive working days shall furnish a doctor's certificate and for each subsequent fourteen (14) consecutive days of absence or upon expiry of such other time period as provided in the doctor's certificate. Where possible, the doctor's certificate shall provide the expected date on which the employee will return to duty.

e) If an employee resigns his position or is discharged for cause and later returns to service, he shall be considered a new employee and shall not be entitled to any sick leave credits prior to leaving the service.

f) An employee shall not be entitled to sick pay in advance of any credit he may earn in the current month; such credit becoming available on the first day of the succeeding month.

g) The number of days or parts of days for which an employee received "sick pay" shall be deducted from his Cumulative Sick Pay Credit.

h) Full time employees will be permitted to accumulate a maximum sick day bank of 50 days based upon a credit of 1 1/2 days per month as set out in Article 13.01 (a). A part-time employee will be permitted to accumulate a maximum sick day bank of 25 days based upon a credit of 1/2 day per month

as set out in Article 13.01 (a). This sick bank accumulation is to be used solely for the purposes of taking time off due to illness and not for the purpose of any payout.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 Jury Duty and Witness Duty

Leave of absence with pay, less any statutory remuneration, shall be granted to an employee called upon as a trial witness, or for jury duty.

14.02 An employee who is a representative of the Union, may be granted time off without pay to attend Union business when requested by the Local Union. Permission for such leave shall not be unreasonably withheld provided adequate replacement personnel may be mutually agreed upon.

14.03 Bereavement Leave

An employee shall be granted leave of absence with pay five (5) working days in the case of the death of an employee's spouse, child, father, mother; three (3) working days for sister, brother, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchildren; one (1) working day to attend the funeral of niece, nephew, aunt, uncle, brother-in-law, sister-in-law, niece, nephew. Spouse shall be defined to include common law and same sex. This leave may be extended by mutual agreement, if in the opinion of the credit union, such extension is warranted.

14.04 The Employer will give due consideration to granting leave of absence without pay for personal reasons. Permission for such leave shall not be unreasonably withheld provided adequate replacement personnel is available.

14.05 Pregnancy and Parental Leave

- (a) Pregnancy and Parental Leave shall be granted on the conditions as set down in the Employment Standards Act of the Province of Ontario.
- (b) The Employee shall notify the Employer of his/her intent to return to work at least four (4) weeks prior to the expiration of the Pregnancy and Parental Leave.
- (c) Benefits, pension, vacation and seniority accrual continue to accrue during such leave.
- (d) The employee shall assume the lost net wages for the initial two (2) week waiting period for Employment Insurance. This amount shall not exceed 93% of gross regular wages. Upon the employee's return to work, the employer shall pay a lump sum equal to two (2) weeks net pay at the applicable rate if she had remained at work. This E.I. supplemental program shall be subject to E.I. guidelines. Part-time employees shall receive a pro-rata amount based on the average hours worked per week in the two (2) months preceding the commencement of the leave. This provision is conditional on the employee returning to work for a minimum of six (6) months.

- (e) If the employee does not return to work for a full 6 months as noted in section d) above, the employer will reduce the amount of supplemental 2 week pay on a pro-rata basis and deduct such amount from wages due to the employee at a mutually agreed upon time.
- 14.06 When an employee returns to work from a pregnancy and parental leave, the employer will reinstate her to her position or to an equivalent position if her position has been eliminated.

14.07 Personal Emergency and Family Emergency Leave

Employees shall be entitled to up to five (5) paid personal/family emergency leave days per year taken from their sick day accrual bank and the employee will not lose monthly sick leave credit for the month the personal emergency/family emergency day(s) is/are taken.

14.08 Bargaining Committee

The union may establish a Bargaining Committee of up to three (3) employees. Time spent in negotiations of the collective bargaining agreement up to and including conciliation and during regular business hours will be considered time worked and paid in accordance with the collective agreement.

ARTICLE 15 - DISCHARGE AND DISCIPLINARY ACTION

- 15.01 The employer shall not discipline or discharge an employee without prior warning unless the circumstances justify immediate discipline or discharge. Employees shall not be disciplined or discharged without just cause. In the event the employer intends to discipline or discharge an employee, the employee shall be accompanied by a union steward/representative. The Chief Steward and the employee shall be notified in writing of any disciplinary or derogatory notation on an employee's file.

The employer shall not impose disciplinary penalties which are unreasonable or unjust. In the event of a claim that an employee has been discharged or disciplined unjustly, or unreasonably, the claim shall be subject to the provisions of the Grievance Procedure provided in Article 12.

- 15.02 Except for reduction in staff or other justifiable reason, the employer shall not discharge an employee unless his or her work has proved unsatisfactory. When considering discharging an employee, the employer shall discuss thoroughly with the employee and a representative of the Union, the reasons for which he is considering the discharge. If at the end of one (1) month from the date of this discussion, the employee's work is still unsatisfactory, the employer may commence with progressive discipline, e.g. warning, written warning, etc. or as appropriate for the circumstances up to and including termination.

In the event that an employee is disciplined (with the exception of verbal warnings) or discharged, the reasons for such action shall be put in writing and a copy provided to the union and the employee. In all meetings, including grievance and arbitration, the employer shall be limited to those items outlined in writing as the reasons for such disciplinary action.

- 15.03 Employees, other than probationary employees, shall be given a minimum of two (2) weeks' notice of discharge or notice provided for in the Employment Standards Act, whichever is greater. In the case of discharge for cause, the employee shall not be entitled to notice of discharge.
- 15.04 Upon resigning from his or her employment, the employee will give, in writing, a two (2) week notice to the employer.
- 15.05 All discipline shall be removed from an employee's file not later than twenty-four (24) months from the date it was administered. An employee's file shall only consist of information that has been brought to the attention of the employee in the presence of their union steward. Employees shall have the right to view their file upon request and may be accompanied by a union steward if they so desire and in the presence of a manager.

ARTICLE 16 - NON-DISCRIMINATION

- 16.01 There shall be no intimidation of, and no discrimination against, any employee either by the employer or the union by reason of any activity or lack of activity, past, present, or future, with respect to union affairs or membership. Employees shall not be subject to prejudice or discrimination because of presenting grievances for themselves or other employees.
- 16.02 The employer and the union agree that there shall be no discrimination on the basis of age, sex, marital status, national or racial origin, nationality, colour or religion in regard to hiring, promotions, demotions, lay-offs, dismissals, rates of pay or other terms or conditions of employment.
- 16.03 No clause in this Agreement shall be understood to imply any lowering of the working conditions heretofore existing in the office of the employer. The union may, from time to time, bring to the attention of the employer any suggestions in regard to improvement of working conditions.

ARTICLE 17 - WELFARE AND PENSION

Employees shall be covered by all health and welfare plans in place for bargaining unit employees as set out below and is provided in the current benefit plans.

- 17.01 Unless otherwise stipulated, welfare and pension benefits apply to permanent full-time staff.
- (a) The Employer will allow permanent part-time staff to purchase medical and dental benefit coverage at the employer's rates.
 - (b) The Employer reserves the right to change the carrier of any of the benefit plans, provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the union prior to change. The employer will not reduce the level of benefit coverage during the life of the collective agreement.
- 17.02 The Employer will pay the full cost of O.H.I.P.

- 17.03 At the employee's option, the employer and the employee shall contribute six (6) percent of the employee's wages into the Canadian Credit Union Employees' Pension Plan, provided by CUMIS.
- (a) Permanent full-time employees shall be eligible to participate in the Pension Plan after completing one year's service.
 - (b) Permanent part-time employees shall be eligible to participate in the Pension Plan after completing two years' service.
- 17.04 The employer will pay 100% of the premium for the Dental Plan administered through the Credit Union at the current O.D.A. Schedule of Fees as amended from time to time. The plan will provide coverage for major restorative, orthodontia and denture riders. This plan will provide coverage to the Insurer's maximum under the present plan.
- 17.05 The employer will pay 100% of the premium for the Drug Plan which includes Vision Care allowing \$300.00 per person every two (2) years toward glasses or contact lenses, administered through the Credit Union.
- 17.06 The employer will pay 100% of the premium for Life Insurance coverage for each full-time and part-time employee in the amount of two (2) times annual salary.
- 17.07 The employer will pay 100% of the premium for medical plan to provide Semi-Private Hospital Coverage.
- 17.08 The employer will pay 100% of the premium cost for a short term and long term disability plan in accordance with the National Plan. Currently the benefits provided by the National Plan are:
- Short term disability – 70% of the employee's wages
 - Long term disability – 70% of the employee's wages and 10% contribution to pension
- 17.09 The employer shall contribute 10% of the employee's wages into Pension Plan for employees on Short Term Disability.
- 17.10 Part-Time Employees filling temporary vacancies shall have the option of receiving benefits as outlined in this Article. There shall be a sixty (60) day waiting period.

ARTICLE 18 - LABOUR/MANAGEMENT COMMITTEE

- 18.01 In recognition of the desirability of improving communication between the union and the employer to facilitate solutions of mutual problems which may arise during the term of this agreement, the parties agree as follows:
- (a) Periodic meetings when requested by either party will be held between a Committee representing the employer and a Committee representing the union.

positions if retraining programmers' are feasible, qualified senior staff will be given the first priority in accordance with 7.02 of this Agreement.

ARTICLE 20 - EDUCATIONAL PROGRAMS

- 20.01 The employer agrees to pay one hundred per cent (100%) of the cost of courses taken by an employee which are related to the financial institution, provided that such courses have been previously approved by management. Such payment is to be made upon successful completion of the course and will include the cost of text books related to such courses.
- 20.02 The employer recognizes the value of training and professional development. The employer is committed to ongoing training programs for employees. The employees acknowledge their responsibility to participate in training.

ARTICLE 21 - TERMINATION

- 21.01 This Agreement shall become effective on the first day of January, 2014 and shall remain in effect until December 31, 2016, and shall continue from year to year unless not less than thirty (30) days nor more than ninety (90) days prior to the expiry, either party provides to the other, written notice of its desire to amend the Collective Agreement.
- 21.02 Within one (1) month of receipt of notice the parties shall meet to negotiate renewal of this Agreement. During this process this Agreement will remain in effect until a new Agreement is reached or the right to strike or lockout occurs and is exercised.

IN WITNESS WHEREOF, this Agreement is duly executed by the parties hereto, this 1 day of
December, 2014

FOR THE EMPLOYER

FOR THE UNION

SCHEDULE A

2014 CONTRACT RATES (including the 2% increase)
Effective January 1, 2014

	STEP 1 Immediate	STEP 2 after 12 months	STEP 3 after 24 months
Senior MSR	23.68	24.96	26.82
Senior LSR (LSR III)	23.68	24.96	26.82
LSR II	22.90	24.33	26.31
LSR / MSR Floater - LSR I	22.16	23.66	25.83
Member Service Clerk	21.40	23.01	25.33
Member Service Representative	20.64	22.36	24.82
Receptionist			

2015 CONTRACT RATES (including the 2% increase)
Effective January 1, 2014

	STEP 1 Immediate	STEP 2 after 12 months	STEP 3 after 24 months
Senior MSR	24.16	25.46	27.35
Senior LSR (LSR III)	24.16	25.46	27.35
LSR II	23.36	24.81	26.83
LSR / MSR Floater - LSR I	22.61	24.14	26.34
Member Service Clerk	21.83	23.47	25.83
Member Service Representative	21.06	22.81	25.31
Receptionist			

2016 CONTRACT RATES (including the 2% increase)
Effective January 1, 2014

	STEP 1 Immediate	STEP 2 after 12 months	STEP 3 after 24 months
Senior MSR	24.64	25.97	27.90
Senior LSR (LSR III)	24.64	25.97	27.90
LSR II	23.82	25.31	27.37
LSR / MSR Floater - LSR I	23.06	24.62	26.87
Member Service Clerk	22.26	23.94	26.35
Member Service Representative	21.48	23.26	25.82
Receptionist			

SCHEDULE A - HMECU PART TIME CONTRACT RATES 2014

A - PART TIME EMPLOYEES - BASE RATE WITHOUT IN LIEU. HOUR PREMIUM AND VACATION PAY (Includes 2% increase for 2014). Effective January 1, 2014

	STEP 1 Immediate	STEP 2 after 12 months	STEP 3 after 24 months	STEP 4 after 36 months
Senior LSR (LSR III)	22.49	23.74	25.48	26.82
LSR II	21.78	23.12	25.01	26.31
LSR I MSR Floater - LSR I	21.08	22.49	24.54	25.83
Member Service Representative	19.64	21.27	23.59	24.82

**B - PART TIME EMPLOYEES- BASE RATE PLUS 6%
(Rate A plus 6% in lieu)**

	STEP 1 immediate	STEP 2 after 12 months	STEP 3 after 24 months	STEP 4 after 36 months
Senior LSR (LSR III)	23.84	25.16	27.01	28.43
LSR II	23.09	24.51	26.51	27.89
LSR / MSR Floater - LSR I	22.34	23.84	26.01	27.38
Member Service Representative	20.82	22.55	25.01	26.31

**C - PART TIME EMPLOYEES - HOURS WORKED IN EXCESS OF 24.5 - BASE RATE PLUS 6% AND 2%
(Rate A plus 8% (6% in lieu & 2% excess hours premium) for steps 1, 2 and 3 only - not step 4)**

	STEP 1 immediate	STEP 2 after 12 months	STEP 3 after 24 months	STEP 4 after 36 months
Senior LSR (LSR III)	24.29	25.64	27.52	28.43
LSR II	23.52	24.97	27.01	27.89
LSR / MSR Floater - LSR 1	22.77	24.29	26.50	27.38
Member Service Representative	21.21	22.97	25.48	26.31

**D - PART TIME EMPLOYEES WITH VACATION PAY - UNDER 24.5 HOURS IN WEEK
(Rate B plus Vacation Pay - 4% Step 1 and 6% all other steps)**

	STEP 1 immediate	STEP 2 after 12 months	STEP 3 after 24 months	STEP 4 after 36 months
Senior LSR (LSR III)	24.79	26.67	28.63	30.14
LSR II	24.01	25.98	28.10	29.56
LSR / MSR Floater - LSR 1	23.23	25.27	27.57	29.02
Member Service Representative	21.65	23.90	26.51	27.89

**E - PART TIME EMPLOYEES WITH VACATION PAY - FOR HOURS IN EXCESS OF 24.5 HOURS IN WEEK
(Rate C plus Vacation Pay - 4% Step 1 and 6% all other steps)**

	STEP 1 Immediate	STEP 2 after 12 months	STEP 3 after 24 months	STEP 4 after 36 months
Senior LSR (LSR III)	25.26	27.18	29.17	30.14
LSR II	24.46	26.47	28.63	29.56
LSR / MSR Floater - LSR I	23.68	25.75	28.09	29.02
Member Service Representative	22.06	24.35	27.01	27.89

SCHEDULE A – HMECU PART TIME CONTRACT RATES 2015

A - PART TIME EMPLOYEES - BASE RATE WITHOUT IN LIEU. HOUR PREMIUM AND VACATION PAY
(Includes 2% Increase for 2015) Effective January 1, 2015

	STEP 1 immediate	STEP 2 after 12 months	STEP 3 after 24 months	STEP 4 after 36 months
Senior LSR (LSR III)	22.94	24.21	25.99	27.35
LSR II	22.21	23.59	25.51	26.83
LSR I MSR Floater - LSR I	21.51	22.94	25.03	26.34
Member Service Representative	20.03	21.69	24.06	25.31

B - PART TIME EMPLOYEES - BASE RATE PLUS 6%
(Rate A plus 6% in lieu)

	STEP 1 immediate	STEP 2 after 12 months	STEP 3 after 24 months	STEP 4 after 36 months
Senior LSR (LSR III)	24.32	25.66	27.55	28.99
LSR II	23.54	25.01	27.04	28.44
LSR / MSR Floater - LSR I	22.80	24.32	26.53	27.92
Member Service Representative	21.23	22.99	25.50	26.83

C - PART TIME EMPLOYEES - HOURS WORKED IN EXCESS OF 24.5 -BASE RATE PLUS 6% AND 2%
(Rate A plus 8% (6% in lieu & 2% excess hours premium) for steps 1, 2 and 3 only - not step 4)

	STEP 1 immediate	STEP 2 after 12 months	STEP 3 after 24 months	STEP 4 after 36 months
Senior LSR (LSR III)	24.78	26.15	28.07	28.99
LSR II	23.99	25.48	27.55	28.44
LSR / MSR Floater - LSR 1	23.23	24.78	27.03	27.92
Member Service Representative	21.63	23.43	25.98	26.83

D - PART TIME EMPLOYEES WITH VACATION PAY - UNDER 24.5 HOURS IN WEEK
(Rate B plus Vacation Pay - 4% Step 1 and 6% all other steps)

	STEP 1 immediate	STEP 2 after 12 months	STEP 3 after 24 months	STEP 4 after 36 months
Senior LSR (LSR III)	25.29	27.20	29.20	30.73
LSR II	24.48	26.51	28.66	30.15
LSR / MSR Floater - LSR 1	23.71	25.78	28.12	29.60
Member Service Representative	22.08	24.37	27.03	28.44

E - PART TIME EMPLOYEES WITH VACATION PAY - FOR HOURS IN EXCESS OF 24.5 HOURS IN WEEK
(Rate C plus Vacation Pay - 4% Step 1 and 6% all other steps)

	STEP 1 Immediate	STEP 2 after 12 months	STEP 3 after 24 months	STEP 4 after 36 months
Senior LSR (LSR III)	25.77	27.72	29.75	30.73
LSR II	24.95	27.01	29.20	30.15
LSR / MSR Floater - LSR I	24.16	26.27	28.65	29.60
Member Service Representative	22.50	24.84	27.54	28.44

SCHEDULE A - HMECU - PART TIME CONTRACT RATES 2016

A - PART TIME EMPLOYEES - BASE RATE WITHOUT IN LIEU, HOUR PREMIUM AND VACATION PAY (Includes 2% increase for 2016) Effective January 1, 2016

	STEP 1 Immediate	STEP 2 after 12 months	STEP 3 after 24 months	STEP 4 after 36 months
Senior LSR (LSR III)	23.40	24.69	26.51	27.90
LSR II	22.66	24.06	26.02	27.37
LSR I MSR Floater - LSR I	21.94	23.40	25.53	26.87
Member Service Representative	20.43	22.13	24.55	25.82

**B - PART TIME EMPLOYEES - BASE RATE PLUS 6%
(Rate A plus 6% in lieu)**

	STEP 1 Immediate	STEP 2 after 12 months	STEP 3 after 24 months	STEP 4 after 36 months
Senior LSR (LSR III)	24.80	26.17	28.10	29.57
LSR II	24.02	25.50	27.58	29.01
LSR / MSR Floater - LSR I	23.26	24.80	27.06	28.48
Member Service Representative	21.66	23.46	26.02	27.37

**C - PART TIME EMPLOYEES - HOURS WORKED IN EXCESS OF 24.5 - BASE RATE PLUS 6% AND 2%
(Rate A plus 8% (6% in lieu 2% excess hours premium) for steps 1, 2 and 3 only - not step 4)**

	STEP 1 Immediate	STEP 2 after 12 months	STEP 3 after 24 months	STEP 4 after 36 months
Senior LSR (LSR III)	25.27	26.67	28.63	29.57
LSR II	24.47	25.98	28.10	29.01
LSR / MSR Floater - LSR 1	23.70	25.27	27.57	28.48
Member Service Representative	22.06	23.90	26.51	27.37

**D - PART TIME EMPLOYEES WITH VACATION PAY - UNDER 24.5 HOURS IN WEEK
(Rate B plus Vacation Pay - 4% Step 1 and 6% all other stops)**

	STEP 1 Immediate	STEP 2 after 12 months	STEP 3 after 24 months	STEP 4 after 36 months
Senior LSR (LSR 111)	25.79	27.74	29.79	31.34
LSR II	24.98	27.03	29.23	30.75
LSR / MSR Floater - LSR 1	24.19	26.29	28.68	30.19
Member Service Representative	22.53	24.87	27.58	29.01

**E - PART TIME EMPLOYEES WITH VACATION PAY - FOR HOURS IN EXCESS OF 24.5 HOURS IN WEEK
(Rate C plus Vacation Pay - 4% Step 1 and 6% all other steps)**

	STEP 1 Immediate	STEP 2 after 12 months	STEP 3 after 24 months	STEP 4 after 36 months
Senior LSR (LSR III)	26.28	28.27	30.35	31.34
LSR II	25.45	27.54	29.79	30.75
LSR / MSR Floater - LSR I	24.65	26.79	29.22	30.19
Member Service Representative	22.94	25.33	28.10	29.01

- Permanent Part-time employees shall receive 4% vacation pay and 6% in lieu of all benefits not specifically stated in this agreement.
- Part-time employees with one year of service or greater shall receive vacation pay at the rate of 6%.ARTICLE 6 - UNION SECURITY

HEALTHCARE AND MUNICIPAL EMPLOYEES'
CREDIT UNION LIMITED

(the Employer)

- and -

CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES' UNION, LOCAL 343 - CLC

(the Union)

LETTER OF UNDERSTANDING 1 – PART TIME EMPLOYEES

During the term of this agreement the parties agree as follows:

1. That the ratio of full-time to part-time employees shall not exceed one part-time for every full time employee.
2. That scheduling of part time hours shall be offered in order of seniority to a maximum of twenty-four and one-half (24.5) hours per week (thirty-five (35) hours from June 1st to September 15th for vacation coverage).

Dated at Hamilton, this 1 day of December, 2014

HEALTHCARE AND MUNICIPAL EMPLOYEES'
CREDIT UNION LIMITED

(the Employer)

- and -

CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES' UNION, LOCAL 343 - CLC

(the Union)

LETTER OF UNDERSTANDING 2- MERGERS

With respect to any merger, acquisition, branch closure or department relocation that, either of which occur as a result of a merger, that might be entered into during the term of this agreement, the employer provides the following assurances:

- 1) No employee in the bargaining unit shall be laid off due to a reorganization, the relocation of any current branch or the merger or acquisition of another financial institution during the life of the agreement.
- 2) On a merger or acquisition, the seniority rights of employees in the bargaining unit shall be preserved for the life of the agreement.
- 3) When a merger or acquisition occurs, except as may be otherwise directed by the Ontario Labour Relations Board, if the union is successful in organizing any branch located outside of Hamilton, the employees coming in will be treated as new employees and will be covered by the existing collective agreement save and except monetary items based on service.
- 4) Prior to the closure of any branch, management will notify the union at least ninety (90) days in advance to negotiate a closure agreement.

Dated at Hamilton, this 1 day of December, 2014

HEALTHCARE AND MUNICIPAL EMPLOYEES'
CREDIT UNION LIMITED

(the Employer)

- and -

CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES' UNION, LOCAL 343 - CLC

(the Union)

LETTER OF UNDERSTANDING 3 – LONG WEEKENDS

The employer agrees to close the Credit Union for four long weekends per year. The long weekends during which the Credit Union will be closed are Canada Day, Civic Holiday and Labour Day and Thanksgiving. In cases where Canada Day does not fall on a Friday or Monday, the employer shall designate another long weekend in place of the Canada Day long weekend.

Dated at Hamilton, this 1 day of December, 2014

HEALTHCARE AND MUNICIPAL EMPLOYEES'
CREDIT UNION LIMITED

(the Employer)

- and -

CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES' UNION, LOCAL 343 - CLC

(the Union)

LETTER OF UNDERSTANDING 4 – POST RETIREMENT LIFE INSURANCE

The employer agrees to provide employees retiring who have obtained the age of fifty five (55) with twenty years of service shall receive a preferred service package and \$10,000 life insurance subject to availability (Cooperators/CUIS).

Dated at Hamilton, this 1 day of December, 2014
