

COLLECTIVE AGREEMENT

COLLECTIVE AGREEMENT MADE THIS 11th DAY OF May, 2015

BETWEEN:

PENFINANCIAL CREDIT UNION LIMITED

(Hereafter referred to as the “Employer”)

PARTY OF THE FIRST PART

AND

LOCAL 343

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION

(Hereafter referred to as the “Union”)

PARTY OF THE SECOND PART

WITNESSETH THAT THE PARTIES HERE TO AGREE AS FOLLOWS:

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ARTICLE 1 - INTENT AND PURPOSE

- 1.01 The Purpose of this Agreement is to establish and maintain an orderly collective bargaining relationship between the Employer and its employees, to set forth all agreements concerning rates of pay, hours of work and other conditions of employment to be observed by the parties hereto, and to provide an amicable method of settling any differences that may arise in the interpretation, application, administration or alleged violation of the Agreement.
- 1.02 The Union agrees there will be no strikes and the Employer agrees there will be no lockouts during the term of this Agreement.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all office, technical and clerical employees of PenFinancial Credit Union (formerly St. Catharines Civic Employees Credit Union), at St. Catharines, Ontario, save and except the Manager's Confidential Secretary, the Assistant to the Manager, and persons above the rank of Assistant to the Manager.
- 2.02 The word "employee" or "employees" wherever used in the Agreement shall mean respectively any employee or employees in the bargaining unit defined in Article 2.01.
- 2.03 The Employer agrees to recognize a negotiating committee composed of two (2) seniority employees of the PenFinancial Credit Union Limited, provided this does not interfere with the operation of the Credit Union.
- 2.04 The Employer reserves the sole right to decide whether work will be performed by outside contractors. Contracting out shall not result in lay-offs of permanent employees who normally perform the work.
- 2.05 Employees shall not suffer any loss of regular earnings or reduction in hours or lay-offs as a result of persons outside the bargaining unit performing bargaining unit work.
- 2.06 Whenever possible, qualified employees will be given the opportunity to work at jobs of a higher level. The Credit Union agrees to provide two (2) courses per year to staff on the basis of seniority to provide training outside of their current experience to further their knowledge in other areas of the Credit Union. For example, credit courses will be available to staff in the banking area and mutual fund courses will be available to all staff. Data courses will be available to all staff.
- 2.07 Present full-time positions vacated during the term of this Agreement shall not be replaced with part-time personnel. Any other bargaining unit position vacated during the term of this Agreement shall remain in the bargaining unit whether it is filled as full-time or part-time.

2.08 Part-time employees are those employees employed for twenty-four (24) hours or less per week.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 There will be no discrimination by the Employer, the Union or the Employees against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, disability, handicap, sexual orientation or other grounds as outlined in the Ontario Human Rights Code.
- 3.02 All employees must be bondable.

ARTICLE 4 - UNION SECURITY

- 4.01 All employees shall, as a condition of employment be required to become and remain members of the Union in good standing. Good standing to mean payment of initiation fee and union dues.
- 4.02 During the term of this Agreement the Employer will deduct monthly union dues from the last salary payment in the month concerned from all employees. The Employer shall forward the money so deducted to the Union not later than the fifteenth (15th) day of the month following such deductions. Such remittance shall be made payable to COPE Local 343.
- 4.03 A list of employees for whom deductions have been made shall accompany the monthly remittance to the Union. If no deduction is made from the wages owing to an employee, the reason for the non-deduction shall be stated on the list. If the Employer incorrectly fails to deduct union dues from the wages owing to an employee, the Employer shall make a pick-up deduction on or before the next regular dues deduction date.
- 4.04 Each employee shall sign the following written assignment of wages:

I hereby authorize PenFinancial Credit Union Limited to deduct monthly from wages owing to me, Union dues in accordance with the constitution and by-laws of the Union and to pay this amount to the Canadian Office and Professional Employees Local 343 Union. I further authorize this amount to be deducted during the last pay period of each month commencing with the month of _____, _____.

Signature of Witness

Signature of Employee

The Employer will provide the authorization forms and administer this Article.

- 4.05 The Union agrees to indemnify the Employer and save it harmless against any and all claims which may arise in complying with the provisions of this Article.

- 4.06 The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and to introduce a new employee to his/her Union Representative so that he/she can be advised of the terms and conditions set out in the Agreement. Such meeting shall take place during regular working hours and within the first thirty (30) days of the new employee being hired.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and, it is the exclusive function of the Employer to:
- (A) Maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations;
 - (B) hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees provided that a claim that an employee who has acquired seniority has been discharged or otherwise disciplined without just cause may be the subject of a grievance under Article 7 of this Agreement;
 - (C) Plan, direct and control the work of the employees;
 - (D) introduce new and improved methods, facilities, and equipment;
 - (E) Determine the work schedules and the number of employees required at any time.
- 5.02 The rights reserved to management herein are subject to the other provisions of this Agreement and shall be exercised in a manner consistent with them.

ARTICLE 6 - UNION STEWARD

- 6.01 The Employer agrees to recognize two (2) Union Stewards (Chief Steward and Steward as well as a back-up Steward as required if one of the Stewards is not available), selected by the Union to assist in the representation of members of the bargaining unit and the presentation of grievance, complaints, etc that may arise from time to time.
- 6.02 The Union shall notify the employer in writing of the name of the employees selected as Stewards.
- 6.03 The Union acknowledges that the Stewards have regular work to perform and that they shall only absent themselves from work with the permission of their supervisor, and such permission shall not be unreasonably withheld. The Stewards shall not lose pay for the time spent during their regular scheduled working hours performing the functions set out in Article 6.01.
- 6.04 Stewards shall be employees who have completed their probationary period.
- 6.05 Stewards may be assisted by a Representative of the Union.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 A grievance within the meaning of the Agreement shall be any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement.

The purpose of the grievance procedure is to amicably and fairly settle any complaints and disagreements concerning the employees, the Union and the Employer without so far as is possible, resorting to arbitration.

The grievance shall specify the nature of the grievance and the remedy sought.

Step 1

An employee having a grievance shall discuss and attempt to settle it with the CEO or his/her designate with the Chief Steward present, within five (5) days after the alleged grievance has arisen. The CEO or his/her designate shall give his/her decision in writing within four (4) days. Grievances not adjusted in this way may be appealed to Step No 2.

7.02 **Step 2**

If the decision at Step 1 is not satisfactory, the grievor shall submit the grievance in writing to the CEO. The CEO shall meet with the Chief Steward, the Grievor and the Union Representative within ten (10) days to investigate and attempt to settle it. A written decision shall be given by the CEO within five (5) days after such meeting.

7.03 Any grievance which arises directly between the Employer and the Union concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be presented by either of the parties to the other within thirty (30) days after the alleged grievance arose. The CEO shall schedule a meeting between himself/herself, the Steward, the Business Representative of the Union and a Committee of the Board of the Credit Union for that purpose, to be held within seven (7) days after the grievance has been presented by either of the parties to the other.

The decision of the party being grieved against shall be given in writing within seven (7) days following the date of such meeting.

7.04 Any and all time limits set forth in Article 7 for the taking of action by either party or by an employee, may be extended at any time by mutual agreement, in writing, of the parties.

Each step under the Grievance Procedure and any reference to Arbitration shall be taken within the time limits set forth in Article 7 or Article 8.

ARTICLE 8 - ARBITRATION

- 8.01 In the event that either party desires to submit to arbitration a grievance that has not been settled under the provisions of Article 7, it shall notify the other party, in writing, within ten (10) days from the decision of the Employer under Article 7 or of the Union under Article 7.
- 8.02 In any case in which arbitration shall be required under the Agreement, the written notice referred to in Article 8.01 shall contain the names of at least two (2) proposed arbitrators from the list provided by the Ministry of Labour - Office of Arbitration. The recipient of such notice shall, within ten (10) days of receipt of the notice, agree to one (1) of the proposed arbitrators or propose the names of two (2) different arbitrators from the above mentioned list in the written reply thereto. If the parties fail to agree upon an arbitrator within thirty (30) days from the date the matter was referred to arbitration under Article 7, either party may request the appointment be made by the Minister of Labour in accordance with Section 48 of the Labour Relations Act.
- 8.03 The issue(s) raised in the written grievance shall be presented to the arbitrator and the award shall be confined to such issue(s). The decision of the arbitrator shall be final and binding on the parties to the Agreement.
- 8.04 In no case shall the arbitrator be authorized to alter, amend or modify any part of this Agreement.
- 8.05 Any grievance involving the interpretation, application, administration or alleged violation of the Agreement, which has been disposed of under the provisions of Article 8 shall not be the subject of another grievance.
- 8.06 The parties will each pay one-half (1/2) of the remuneration and expenses of the arbitrator selected by the parties or appointed by the Minister.
- 8.07 Arbitrations shall be heard at St. Catharines, Ontario.
- 8.08 Any and all time limits fixed by Article 8 for the taking of actions by either party may be extended at any time by mutual agreement in writing of the parties.

ARTICLE 9 - DISCHARGE AND DISCIPLINE

- 9.01 No employee shall be disciplined or discharged without just cause.
- 9.02 An employee is entitled, prior to the imposition of discipline or discharge to be notified at a meeting with the CEO or their designate, of the reasons for considering such action.

The employee shall be accompanied by a Union Representative who shall be advised in advance by the CEO or their designate, of the time and place of the meeting.

- 9.03 Employees shall be notified in writing of the grounds for discipline or discharge. The Union shall receive a copy. In subsequent grievance procedures, including arbitration, the Employer shall be limited to such grounds.
- 9.04 In the event of a claim that an employee has been discharged or disciplined unjustly, the claim shall be subject to the provisions of the Grievance Procedure in Article 7.
- 9.05 All disciplinary notations greater than thirty (30) months will not be considered for disciplinary action, if during that time the employee receives no further disciplinary notations.

ARTICLE 10 - SENIORITY

- 10.01 The seniority of an employee means the length of his/her continuous service with the Employer since the date of his/her last hiring by the Employer, except as expressly provided herein.
- 10.02 The seniority status of employees on maternity/parental leave for up to one (1) year or sick leave of not more than two (2) years, shall be retained and continue to accumulate. With regard to sick leave beyond one (1) calendar month, there shall be no accumulation of vacation credits or sick days during this period.
- 10.03 The seniority of an employee shall be completely lost and he/she shall be automatically terminated if he/she:
 - (a) quits or retires; or
 - (b) is discharged and not reinstated in accordance with the provisions of this Agreement; or
 - (c) is absent from work for more than five (5) consecutive days without notifying the Employer unless he/she gives a reason satisfactory to the Employer for his/her Failure to so notify the Employer; or
 - (d) is laid off for a period in excess of twenty-four (24) consecutive months; or
 - (e) works for another employer while absent from his/her employment with the Employer except while on layoff, unless the Employer grants a leave of absence to perform such other work; or
 - (f) fails to return to work upon expiration of an authorized leave of absence unless a reason satisfactory to the Employer is given; and such reason shall not unreasonably be rejected by the employer; or

(g) uses an authorized leave of absence for a purpose other than that for which the leave was granted.

10.04 Within ten (10) days after the signing of the Agreement the Employer shall post a seniority list on the bulletin board, showing the seniority of each employee, (i.e. hiring date). An employee shall have fifteen (15) days to challenge the seniority list with respect to his/her seniority. Thereafter, the seniority date of each employee shall be deemed to be conclusive.

10.05 The Employer will provide the Union with a seniority list showing each employee's seniority date, classification and rate of pay, every twelve (12) months.

ARTICLE 11 - PROBATIONARY EMPLOYEES

11.01 Employees shall be considered probationary for the first ninety (90) calendar days of employment after which they shall become entitled to seniority dated from their last date of hire. The Employer shall have the right to discharge a probationary employee for any reason and such a discharge shall not be the subject of a grievance. The probationary period may be extended by mutual agreement of the parties to this agreement.

ARTICLE 12 - LAY-OFF AND RECALL

12.01 In the event of layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority.

12.02 Employees shall be recalled in the order of their seniority, where jobs come available. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall return to work within seven (7) working days from the time that he receives notice or recall unless, on reasonable grounds, he/she is unable to do so.

ARTICLE 13 - JOB POSTINGS, PROMOTIONS AND HIRING

13.01 Promotion is hereby defined as a move from a lower classification to a higher classification. The Employer shall fill all vacancies from within the bargaining unit before hiring new employees.

When an employee is hired full-time from a part-time position, the employee will not be paid less than the employee was earning as a part-time employee.

13.02 With respect to any new positions or primary 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 copy of all postings shall be sent to the Union.

- 13.03 All subsequent vacancies created by Section 13.02 above shall also be posted and a copy shall be sent to the Union.
- 13.04 In filling job vacancies, including promotions, the Employer shall consider the following factors:
1. Seniority;
 2. Knowledge, efficiency and ability to do the work of the job.
- And where factors in (2) are to all intents and purpose equal, which shall not be exercised in an arbitrary manner, factor (1) shall govern.
- 13.05 A complaint that the Employer has made an assignment that is not in accordance with the foregoing sentence, may be the subject of a grievance.
- 13.06 After ninety (90) calendar days of probation, an employee may return or be returned, if his/her performance is unsatisfactory, to his/her former classification and rate of pay; and any other employee who has been promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position and salary. See Letter of Intent attached.
- 13.07 An employee who is promoted to higher position shall receive a seven percent (7%) increase or the next semi-annual increment, of the higher position, whichever is greater and thereafter shall continue according to the progression schedule in this classification. At no time shall this increase result in a rate higher than the maximum for the classification.

ARTICLE 14 - TRANSFERS

- 14.01 Nothing in this Agreement shall be construed to preclude the transfer of an employee from the bargaining unit to a position where he/she is excluded from such category or vice versa. There shall be deemed to be no break in continuous service of the employee by reason of the transfer. No employee will be transferred to a position outside the bargaining unit without his/her consent. No employee shall be transferred into the bargaining unit unless such a position has been posted and there are no internal applicants qualified for the position. Notwithstanding the foregoing, this shall not include employees transferred in as a result of a merger or acquisition.
- 14.02 The seniority of an employee who is transferred to a position outside the bargaining unit shall continue to accumulate until the employee has worked ninety (90) days in the new position. Employees shall be entitled to return to the bargaining unit at any time during the ninety (90) day period.
- 14.03 An employee who is temporarily transferred or assigned to a higher position within the branches, or assigned the work of a higher position within the branches, shall receive, in

addition to his/her regular earnings ten percent (10%) of the present rate of the employee who is absent and being replaced. At no time shall the ten percent (10%) increase result in a rate higher than the maximum rate of pay for that job. In the event of a paid holiday or vacation falling while an employee is assigned to a higher rated position the employee shall be paid at the higher rate of pay for that paid holiday or vacation, provided the employee works the day before and the day following the holiday.

- 14.04 (a) An employee who is temporarily assigned to replace an employee not covered by this Agreement shall receive, in addition to his/her regular earnings, ten percent (10%) of their own current job rate. At no time shall the ten percent (10%) increase result in a rate higher than the current rate of pay for the employee they are replacing. In the event of a paid holiday or vacation falling while an employee is assigned to a higher rated position the employee shall be paid at the higher rate of pay for that paid holiday or vacation, provided the employee works the day before and the day following the holiday.”
- 14.04 (b) Employees transferred for cross training periods shall not be entitled to 10% of the rate of the employee being replaced, since the incumbent person is already receiving the rate for that classification and is not being replaced. Such training periods, shall be no more than (2) weeks duration.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 The Employer will grant a leave-of-absence without pay to an employee provided that:

- (A) The employee gives notice in writing to his/her supervisor of his/her request at least thirty (30) days prior to proposed commencement of the leave of absence (except in the case of an emergency);
- (B) Applicants must indicate the reasons for their leave of absence, the date of departing and the date of return when giving notice of their request for leave of absence.
- (C) After thirty (30) days leave of absence, the employee shall pay the full cost of Health and Welfare benefits as outlined in Article 24.
- (D) The proposed leave of absence can be arranged without undue, in the judgement of the Employer, inconvenience to normal operations. Such leave will not be unreasonably withheld.

ARTICLE 16 - BEREAVEMENT LEAVE

16.01 Leave of absence shall be granted for five (5) days with pay, to any employee in the event of death in the immediate family (spouse, parents, sister, brother, children). Bereavement Leave of three (3) days with pay will be granted to attend the funeral in the case of death

of grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law. One (1) day with pay will be granted to attend the funeral in case of death of an aunt, uncle, niece, nephew, provided that the employee would normally be working or on vacation.

16.02 The Employer may grant an employee an additional day or days of leave of absence without pay where it is necessary because of distance.

ARTICLE 17 - LEAVE OF ABSENCE FOR UNION BUSINESS

17.01 The Employer may grant a leave of absence without pay to not more than one (1) employee, for a total period not exceeding eight (8) days in any calendar year, to represent the Union at the Union convention, seminars and education classes provided the Employer is given twenty-one (21) days advance written notice by the Union. Such leave will not be unreasonably withheld.

ARTICLE 18 - MATERNITY AND PARENTAL LEAVE

18.01 (A) **Maternity Leave**

Any female employee who has completed thirteen (13) weeks of service with the Credit Union shall be entitled to a pregnancy leave, without pay, for a period of seventeen (17) weeks. The Employer shall be notified at least two (2) weeks prior to the date the leave is to begin and the employee shall provide a medical certificate indicating the expected birth date of the child. Employees unable to give notice because of complications arising from pregnancy must give notice of the commencement of leave within two (2) weeks of the date of commencing leave. These employees shall at the same time provide a medical certificate confirming they could not continue to work and stating the expected birth date of the child. An employee electing to return to work prior to the expiration of her pregnancy leave shall provide a doctor's certificate stating she is able to return to work and at least four (4) weeks notice of her intention to resume work.

18.01 (B) **Parental Leave**

An employee who has completed thirteen (13) weeks of service with the Credit Union and is the natural or adoptive parent of a child which they intend to treat as their own shall be entitled to a parental leave without pay, for a period of up to thirty-five (35) weeks following the birth of a child or the coming into custody, care or control of a child for the first time. Such leave shall commence within thirty-five (35) weeks of the birth date or custody date. A mother electing to take parental leave must begin such leave immediately following her pregnancy leave and shall notify her Employer of her intent to take parental leave at least two (2) weeks prior to commencement of the leave. Employees unable to give notice because of acquiring custody, care or sooner than expected must give notice of the commencement of parental leave within two (2) weeks of the date of commencement of leave. An employee electing to return to work prior to the expiration of her parental leave may do so upon providing the Employer with at least four (4) weeks notice of intention to return to work.

- 18.01 (C) While an employee is on pregnancy or parental leave, the Employer must continue to make Employer contributions to Life Insurance, Health, Dental and Pension Plan unless the employee has advised the Employer in writing that she does not wish to continue to make employee contributions (if any) to such plans.

ARTICLE 19 - JURY AND WITNESS DUTY

- 19.01 When an employee is required to serve as a juror or a witness, the Employer shall make up the difference between the employee's regular pay and any jury duty or witness fees provided the employee furnishes the Employer with proof that he/she served as a juror or witness and the amount of pay he/she received.
- 19.02 The employee is required to give notice in writing to the Employer that he/she has been selected to serve as a juror or a witness at the earliest possible time.

ARTICLE 20 - HOURS OF WORK AND OVERTIME

- 20.01 The regular work week shall consist of thirty-six and one quarter (36.25) hours per week comprised of five (5) consecutive days of seven and one-quarter (7.25) hours each, exclusive of an one (1) hour unpaid lunch period for full-time employees. The regular work week for part-time employees shall not exceed twenty-four (24) hours per week.
- 20.02 Full-time employees will be granted two (2) fifteen (15) minutes coffee breaks, one in the morning and one in the afternoon. Part-time employees working four (4) hours or less shall have one fifteen (15) minute paid break; part-time employees working between four (4) and six (6) hours shall receive one fifteen (15) minute paid break and one thirty (30) minute unpaid lunch break; part-time employees working more than six (6) hours shall receive two fifteen (15) minute paid breaks and a minimum of thirty (30) minutes unpaid lunch break.
- 20.03 An employee shall be paid one and one-half (1.5) times his/her regular basic hourly rate for all authorized hours of work:
- (i) in excess of seven and one quarter (7.25) hours in one (1) work day; and
 - (ii) in excess of thirty-six and one quarter (36.25) hours in any one (1) work week.
- 20.04 An employee shall be paid two (2) times his/her regular basic hourly rate for all authorized hours of work performed on Sundays.
- 20.05 An employee may take time off for overtime, at the appropriate overtime rate, if he/she so desires. Such time off shall be by mutual agreement between the employee and the Employer. Requests shall not be unreasonably withheld.
- 20.06 The Union recognizes that overtime may be necessary to provide efficient service to the member. Overtime shall be offered to clerical/personnel first, who would normally

perform these duties, and where none are available overtime shall then be offered to other qualified members of the bargaining unit.

- 20.07 The Union recognizes that it may become necessary to change the hours of work from time to time. The Employer agrees to advise and discuss with the Union in advance any changes in working hours. A sincere effort should be made by both parties to arrive a satisfactory solution. In the event of Saturday opening, it is also agreed that part-time employees may be used so that not all regular employees be used at one time.
- 20.08 An employee called into work on a day off or on other than their regular shift shall be paid at the appropriate premium rate for actual time worked or four (4) hours at her/his regular rate, whichever is greater.

ARTICLE 21 - VACATION WITH PAY

- 21.01 Vacations must be taken in the year they are earned and shall be scheduled on a calendar basis between January 1 and December 31 of each year. Employees shall have the option of carrying over up to one (1) week of their annual vacation entitlement to the next calendar year, subject to regular vacation planning and scheduling requirements.
- 21.02 A vacation process schedule shall be posted by the Employer no later than November 10th. Vacation requests will be submitted by January 1st and be approved by January 31st of each year. If an employee chooses not to submit their request 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. The choice of vacation shall be granted in line with seniority. The vacation schedule for all employees shall be posted not later than January 31st.
- 21.03 An employee whose employment is terminated without having utilized his/her vacation shall be entitled to a prorated vacation allowance for the time worked during the year.
- 21.04 When a paid holiday falls within an employee's vacation period such holiday will not be counted as vacation and another day off shall be granted or date of return shall be one (1) full day later or the vacation shall commence one (1) day earlier as arranged with the Employer; or at the option of employee, the employee may request one (1) day pay in lieu of the day off.
- 21.05 Vacation based on seniority.
- 21.06 Vacation Schedule: Calendar system Jan. 1 to Dec. 31.
Zero to one year - 1 day per month prior to December 31 - maximum 10 days.
One to three years seniority - 2 weeks
Three to eight year seniority - 3 weeks
Eight to Fifteen years seniority - 4 weeks
Fifteen years to Twenty-five years seniority - 5 weeks
Twenty-five years and over seniority - 6 weeks

- 21.07 An employee who becomes ill while on vacation shall be entitled to additional vacation to make up the sick days. Employees claiming under this section will be required to provide medical evidence of their illness.
- 21.08 Employees who suffer a bereavement as set out in Article 16.01, during vacation, shall be entitled to additional vacation to make up the bereavement days.

ARTICLE 22 - PAID HOLIDAYS

22.01 For the purpose of the Agreement, the following days are recognized as paid holidays for employees who have completed their probationary period:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday (Subject to the terms of 22.02)	Christmas Day
Victoria Day	Boxing Day
Canada Day	Full Day Floater
Civic Holiday	

If any of the paid holidays fall on a Saturday or Sunday, the paid holiday shall be observed, at the option of the Employer on the preceding Friday or on the following Monday.

22.02 A maximum of three (3) bargaining unit employees shall be entitled to take Easter Monday off as the recognized paid holiday. All employees who work on Easter Monday shall receive one (1) lieu day off with pay at a time mutually agreed upon between the employee and Employer. Requests for time off shall not be unreasonably denied.

Preference for taking Easter Monday off shall be in accordance with seniority on a rotation basis.

If the Employer requests an employee, who is eligible and had chosen to take Easter Monday off, to work on that day, then the provisions of Article 22.05 shall apply.

22.03 In order to qualify for payment for any of the paid holidays, an employee must have:

- (A) Worked his/her full scheduled work day immediately before, and his/her full scheduled day immediately following the holiday unless a reason satisfactory to the Employer is given; and
 - (B) worked on the paid holiday if the employee has been requested and has agreed to work.
- 22.04 An employee who qualifies for holiday pay in accordance with Article 22.03 shall be paid for seven and one quarter (7 1/4) hours at his/her regular basic hourly rate for each paid holiday.
- 22.05 If an employee who qualifies for holiday pay in accordance with Article 22.03 is required by the Employer to work on any of the scheduled paid holidays, the employee shall be paid two (2) times his/her regular basic hourly rate for the hours worked on the holiday in addition to his/her holiday pay.
- 22.06 If any of the paid holidays fall during an employee's absence on vacation, such employee shall if he/she qualifies under Article 22.03 be entitled to another day off with pay in lieu of the holiday, which may be taken in conjunction with his/her vacation.

ARTICLE 23 - WAGES

- 23.01 Employees shall be paid weekly according to the attached Appendix "A" along with an itemized statement of their deductions.
- 23.02 When the Employer opens a new classification, both the classification and the rate for this job will be negotiated between the Employer and the Union. Should no agreement be reached, the matter will be referred to arbitration. The cost of the arbitration shall be borne equally between the parties.

ARTICLE 24 - HEALTH AND WELFARE BENEFITS

- 24.01 The Employer agrees to make available the following benefits for employees who have completed ninety (90) days probation and are full-time employees who are not otherwise covered.
- (A) Ontario Health Insurance Plan to be paid by the Employer.
 - (B) Long Term Disability Plan providing seventy percent (70%) of the monthly salary commencing on the 90th day of accident or sickness to be paid by the Employer.
 - (i) Employees shall have the option of using all accumulated sick leave prior to availing themselves of Long Term Disability payments or applying for Employment Insurance sick leave benefits or they may avail themselves of (a) (b) below:

(a) The ninetieth (90th) day arrives and Long Term Disability commences

or

(b) After fourteen (14) days and before ninety (90) days, accumulated sick days are exhausted and the employee must claim Employment Insurance. The Employer will provide a supplement to make up the difference between E.I. and 70% of the employee's monthly salary.

(C) "Extended Health Care Plan" as follows:

- semi-private hospital coverage
- drug plan
- vision care up to \$200. each two years
- dental plan providing 80% coverage

Employees subscribing to Extended Health Care and Dental will contribute \$5.00 per week towards the premium of such benefits, effective January 1, 1995.

Those employees not subscribing to either plan will not contribute to the premium.

Employees who "opt out" of one plan or the other, or both, may "opt in" at a later date should their circumstances change.

Employees may choose between the following:

- (A) full health and dental coverage
- (B) no coverage
- (C) health coverage only
- (D) dental coverage only

Part-time employees employed on the date of ratification shall be entitled to pro-rated benefits or shall have the option of receiving 10% in lieu of benefits. Said employees desiring the pro-rated benefits must meet the requirements of the insurance providers. New part-time employees shall receive 10% in lieu of benefits.

(No employee currently covered/entitled will lose any coverage.)

- 24.02 Group Life Insurance Plan, providing coverage equivalent to three (3) times the eligible employee's annual salary.
- 24.03 The Employer will continue to pay its contributions to the Pension Plan presently in effect for those eligible employees who choose to participate and contribute the employee's portion according to the terms of the pension plan.
- 24.04 The Employer may at anytime substitute another carrier for any plan, provided that the benefits are not in total decreased.

ARTICLE 25 - SICK LEAVE

- 25.01 Employees with more than three (3) months of service will be entitled to accumulate sick leave.
- 25.02 Employees eligible under the provisions of Article 25.01 shall accumulate one (1) day of sick leave credit for every month in which the employee is employed full time on all working days of the month. Sick leave credits shall be cumulative from the first complete calendar month after the employee's most recent period of employment commenced.
Such sick leave shall be prorated for part-time employees based on hours worked. Pro-rating is defined as hours worked in the previous six months (Jan. 1 to June 30, July 1 to Dec. 31.)
- 25.03 Unused sick leave credits shall accumulate to a maximum of 180 days and have no cash value on termination of employment.
- 25.04 In the event of illness in excess of three (3) consecutive working days, the employee may be required to furnish a certificate of a duly qualified medical practitioner, stating the cause of absence and the probable date of return. The employer will pay the cost of such certificate.
- 25.05 An employee shall not be entitled to sick pay in advance and sick pay credits earned in the current month do not become available until the first day of the succeeding month. Rate of sick pay is at the employee's current rate of pay.
- 25.06 When a full-time employee does not use any sick days during the year, he/she shall be entitled to five (5) days pay to be paid the first pay in January of each year. If he/she uses one (1) sick day, he/she shall receive four (4) days pay: see example:

1 sick day	4 days pay	11 days accumulated
2 sick days	3 days pay	10 days accumulated
3 sick days	2 days pay	9 days accumulated
4 sick days	1 day pay	8 days accumulated
5 sick days	0 days pay	7 days accumulated
6 sick days	0 days pay	6 days accumulated
7 sick days	0 days pay	5 days accumulated
8 sick days	0 days pay	4 days accumulated
9 sick days	0 days pay	3 days accumulated
10 sick days	0 days pay	2 days accumulated
11 sick days	0 days pay	1 day accumulated
12 sick days	0 days pay	0 days accumulated

Part-time employees with perfect attendance in the preceding year who were employed on regular basis, averaging 24 hours per week for the entire calendar year, less time taken for vacation, paid holidays, bereavement leave and union leave, will be entitled to \$250 for perfect attendance and \$200 if they were absent only one day.

ARTICLE 26 - BULLETIN BOARD

26.01 The Employer shall provide the Union with a bulletin board at each location for the posting of Union notices. The employer will be given a copy of such notices. The parties agree that only notices that are signed by a union official will be posted on the bulletin board.

ARTICLE 27 - NOTICES

27.01 Any notice in writing which either party gives to the other shall be posted by personal service or registered mail, postage prepaid, addressed as follows:

To the Employer:

PenFinancial Credit Union
Corporate Office
247 East Main Street,
Welland, Ontario
L2R 5X4

To the Union:

COPE LOCAL 343
709 - 555 Richmond Street West
PO Box 1202
Toronto, ON M5V 3B1

27.02 The Employer or the Union may change its address for service of notice at anytime by notice as set out in Article 27.01

ARTICLE 28 - INTERPRETATION

28.01 Unless otherwise stated, "day" or "days" wherever used herein, shall be deemed not to include Saturdays, Sundays, paid holidays observed by the Employer, and days during which the Credit Union is closed.

28.02 "Minister" means the Minister of Labour.

28.03 For the purpose of interpreting the Agreement, the masculine gender, wherever used herein, shall mean and include the feminine gender.

ARTICLE 29 - COPIES OF AGREEMENT

29.01 The Employer shall provide each employee with one (1) copy of the Agreement and the Union with six (6) copies.

ARTICLE 30 - GENERAL

30.01 Employees will be reimbursed when required to use their vehicles on Employer business according the Credit Union schedules for mileage.

Employees will be reimbursed for tuition fees upon successful completion of job related courses approved by the Employer.

30.02 The Employer will provide all employees with coverage under the Credit Union Central of Ontario Master Bond Outline, paying full premium cost.

30.03 The Employer shall provide workplace parking for all employees.

30.04 The Employer will provide filtered tap water in a water cooler on the working floor.

ARTICLE 31 - DURATION

The Agreement shall be effective January 1, 2015 and shall remain in effect for a period of three years from that date and shall remain in effect until December 31st, 2017, unless notice in writing of desire to modify, amend or terminate is given to either party to the other over a signature of an officer of the Employer or a representative of the Union. This notice shall be given not more than ninety (90) days prior to the expiry of the Agreement.

ARTICLE 32 - STRIKES AND LOCKOUTS

32.01 There shall be no strikes or lockouts so long as this Agreement continues to operate.

ARTICLE 33 - HEALTH AND SAFETY

33.01 The Employer shall make all reasonable provisions for the safety and health of Employees during working hours. The union may bring to the attention of the Employer any suggestions for improvements in conditions of work. Further, the Employer agrees to establish a Joint Health and Safety Committee and under take such necessary training for members of the Committee.

ARTICLE 34- LABOUR AND MANAGEMENT COMMITTEE

- 34.01 The Union and Employer jointly agree to recognize a Labour/Management Committee of three (3) seniority employees who shall be selected by the Union. There will be equal representation on the Committee by the Employer.
- 34.02 The Labour/Management Committee may meet at the request of either party. Terms of reference will be developed and amended by mutual agreement in writing by the Union and Management.
- 34.03 It is understood that the Union Committee members will be paid for all time spent at such meetings, which will be held during their regular working hours. The COPE business representative will be able to attend as required.

Signed the 15th day of MAY, 2015.

Signed on behalf of the
PenFinancial Credit
Union Limited

Signed on behalf of the
Canadian Office and Professional
Employees, Local 343

Effective January 1, 2015, the following weekly rates of pay apply

	Start	6 MO	12 MO	18 MO	24MO
MSR	\$ 577.12	\$ 610.56	\$ 653.33	\$ 698.59	\$741.54
Loan Clerk	\$ 577.12	\$ 610.56	\$ 653.33	\$ 698.59	\$741.54
Senior Clerk/ Teller	\$ 667.34	\$ 697.66	\$ 727.18	\$ 756.67	\$786.20
Senior Clerk/ Teller Grade 2	\$ 700.70	\$ 732.80	\$ 763.67	\$ 794.94	\$825.51
MSR Mutual Funds	\$ 723.37	\$ 751.24	\$ 779.09	\$ 806.91	\$834.78
Senior Loan Clerk	\$ 723.37	\$ 751.24	\$ 779.09	\$ 806.91	\$834.78
PCA Clerk	\$ 723.37	\$ 751.24	\$ 779.09	\$ 806.91	\$834.78
Marketing Assistant	\$ 684.89	\$ 716.25	\$ 746.47	\$ 776.99	\$806.88
Financial Services Specialist	\$ 772.87	\$ 822.02	\$ 858.99	\$ 889.14	\$914.92
Data Co-Ordinator	\$ 788.72	\$ 833.91	\$ 879.14	\$ 924.40	\$969.64
Branch Loan Officer	\$ 871.16	\$ 925.57	\$ 980.04	\$ 1034.46	\$1088.91

APPENDIX "A"

Effective January 1, 2015 there shall be a general wage increase of 2% for all classifications.

Effective January 1, 2016 there shall be a general wage increase which is the greater of 1% or the percentage general wage increase for non-unionized non-management employees.

Effective January 1, 2017 there shall be a general wage increase which is the greater of 1% or the percentage general wage increase for non-unionized non-management employees.

Mutual Funds Allowance:

- ◆ Employees who have obtained a mutual fund licence are able to legally provide information on these products, even though they are not required to perform the duties of the MSR-Mutual Funds personnel shall receive an additional \$25.00 per week unless already classified as MSR-Mutual Funds. These employees are also required to read and remain current with securities regulations.

Letter of Understanding

Mergers

The parties to this Agreement agree as follows:

In the event of a merger, acquisition, etc., of or by PenFinancial Credit Union Limited Union, the Employer shall guarantee through any merger, acquisition, etc., negotiations or agreements that no employee covered by this Agreement shall suffer any loss of seniority, rate of pay or benefits. No employee covered by this Agreement shall be laid off as a result of such merger or acquisition during the term of this Agreement.

This letter shall be appended to and form part of the collective agreement between the parties.

Signed this 15th day of MAY, 2015.

On behalf of
PenFinancial
Credit Union Limited

On behalf of the
Canadian Office and Professional Employees
Union, Local 343

Letter of Understanding

Specific Benefits

The parties to this Agreement agree as follows:

Cathy Grossi and Cheryl Nourse to receive the following

They may enroll in the Benefits Packages (Co-operators and Medical & Dental Coverage) and pay their share based on average number of hours worked relative to full time. Currently their proportion is: Employee pays 30% Credit Union pays 70%

Pension plan- if employee pays 5% the Credit Union will pay 7%

Said employees must meet the requirements of the insurance providers.

The above mentioned benefit package is a one time offer and will not be extended past the acceptance of this "Letter of Understanding"

The above mentioned benefit package is a one time offer and will not be extended past the acceptance of this "Letter of Understanding"

Signed this 15th day of MAY, 2015.

On behalf of PenFinancial
Credit Union Ltd

On behalf of Canadian Office and
Professional Employees Local 343
Union

LETTER OF UNDERSTANDING

Vacation Entitlements

Effective January 1, 2007, the following "revised" dates will be used for the purpose of recognizing years of service worked at "PenFinancial Credit Union" These dates will be used for the purpose of calculating vacation entitlement only.

	CURRENT	REVISED	CURRENT VACATION	REVISED VACATION	ADD WEEKS
Dawn Marie Rennie	Jan 1, 1995	July 24, 1989	four weeks	five weeks	1 week
Murdena MacLeod	April 1, 1991	Nov 5, 1990	five weeks	five weeks	
Linda Glover	April 20, 1992	August 6, 1991	four weeks	5 weeks	1 week
Sue Sadowski	Mar 3, 2003	Jan 6, 1992	four weeks	five weeks	1 week
Anna Stabile	May 5, 2003	April 5, 2001	three weeks	three weeks	
Nicole Shaheen	Jan 6, 2003	Nov 4, 2002	three weeks	three weeks	
Vicki Davis	July 26, 2004	Mar 3, 2003	two weeks	three weeks	1 week

Signed this 15th day of MAY, 2015.

On behalf of PenFinancial
Credit Union Ltd

On behalf of Canadian Office and
Professional Employees Local 343
Union

Letter of Understanding

CLASSIFICATION AND WAGE RATES

The parties to this Agreement agree as follows:

Effective April 1, 2011 the title of "Assistant to the Loan Officer" shall be revised and continue as "Financial Services Specialist" to better reflect the existing duties and responsibilities of the classification.

This letter shall be appended to and form part of the collective agreement between the parties.

Signed this 15th day of MAY, 2015.

On behalf of PenFinancial
Credit Union Ltd

On behalf of Canadian Office and
Professional Employees Local 343
Union