

COLLECTIVE AGREEMENT

Made effective this 1st day of January, 2009, at Sault Ste. Marie, Ontario

Between

COMMUNITY FIRST CREDIT UNION LIMITED
(hereinafter called "The Employer")

and

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED
STEELWORKERS)
(hereinafter called "The Union")

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this agreement is to set forth the agreement of the parties on rates of pay, hours of work and terms and conditions of employment and to provide a method for the equitable settlement of differences, and thus to further a sound and harmonious relationship between the Employer and its employees.

ARTICLE 2 - UNION RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent for all of its employees save and except the occupations of Financial Analyst; Executive Assistant-Board & Senior Management; Marketing Coordinator; Human Resource Associate; **Investment Advisor**; Managers, and occupations above the rank of Manager sufficient and necessary for the operation of the Credit Union during the term of this agreement.

When bargaining unit members are promoted to Manager positions they shall be excluded from the bargaining unit, but shall be entitled to be inactive members of the Union retaining and accumulating seniority for all purposes and have the right to return to the bargaining unit when their tenure as Manager terminates for up to a maximum period of two (2) years from the date of appointment.

In the selection of persons to be excluded from the bargaining unit as described in this Article, preference will be given to all present employees who apply. The selection shall be based on their seniority and their ability to fulfill the responsibilities of the job. The job will be posted for ten (10) working days in order to give the above mentioned employees who are interested, ample opportunity to apply. In the event the senior applicant is not selected, the Company will be prepared to meet and justify to the Union why the senior applicant was not selected.

- 2.01(a) Persons selected to act in the capacity of Replacement Manager would be chosen through the posting provisions of Article 2.01 and would then be available to fill temporary needs as they arise without any changes to their pension or benefit coverage. Seniority in the bargaining unit would be protected as per Article 2.01 and such persons would continue to pay union dues.

All other provisions of Article 2 shall apply.

- 2.02 The terms and conditions set forth in this agreement shall have full force and effect for all employees in the bargaining unit as described in 2.01.

2.03 Persons not in the bargaining unit shall not perform work normally performed by employees within the bargaining unit or similar work, except that this shall not retard the Computerization of the Credit Union.

In the event that person(s) not included in the bargaining unit perform work of employees in the bargaining unit, the time spent shall be paid at the rate of the employee who should have performed the work. Such monies shall be paid into an employee's fund. Any infraction is subject to the grievance procedure provided the question is raised with Management within ten (10) days of the employees first reasonable opportunity of becoming aware of the occurrence that gave rise to the complaint or grievance.

The Employer will not contract out work normally performed by employees in the bargaining unit if contracting out will result in the lay-off or continuation of a lay-off of a bargaining unit employee, or the reduction in the number of bargaining unit positions.

2.04 Part time help or employees working on a fixed term contract will not be used to displace, or in any other manner to the detriment of full time employees. Therefore, employees who are employed on a part time basis shall not have the effect of reducing the earnings opportunity of full time employees with regard to employment, promotion, training, overtime work, nor to reduce or limit the growth of the bargaining unit.

Employees who desire to work full time shall be given preference to available work but this shall not prevent the use of some part time help for occasional days, or to fill unforeseen absences of less than one (1) week in duration.

2.05 Whenever used herein the masculine gender shall be interpreted to mean the feminine gender, and vice versa.

ARTICLE 3 - NO DISCRIMINATION

3.01 The Employer and the Union agree that there will be no discrimination against any employee because of race, creed, colour, sex, national origin, disability, union membership or union activity.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 The Union agrees that the control of operations and the direction of personnel is the exclusive function of the Employer. The Employer agrees that it will exercise its managerial function in a manner consistent with the provisions of this agreement.

ARTICLE 5 - UNION SECURITY

- 5.01 All employees in the bargaining unit must as a condition of employment join the Union within thirty (30) calendar days following their date of employment and must maintain their membership in the Union.
- 5.02 The Company shall deduct union dues including, where applicable, initiation fees and assessments, on a monthly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC,
P.O. Box 13083 Postal Station `A`, Toronto Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of form R-115 will also be sent to the Union office at 68 Dennis Street, Sault Ste. Marie, Ontario, P6A 2W9
- The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- a) A list of names of all employees from whom dues were deducted and the amount of dues deducted;
 - b) A list of all bargaining unit employees from whom no deductions have been made and reasons;
 - c) This information shall be sent to both Union addresses identified in this article in such form as shall be directed by the Union to the Company.
- 5.03 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.
- 5.04 The Company, when preparing T-4 slips for the employees, will enter the amount of union dues paid by the employee during the previous year.
- 5.05 One Union Representative will be provided with the opportunity to provide a two (2) hour Union introduction/orientation program on paid time to new employees who are hired.

ARTICLE 6 - REPRESENTATION

- 6.01 The Union shall select an Executive Committee of not more than five (5) employees. The Employer will recognize and deal with this committee together with representatives of the International Union in respect to negotiations for a new contract or amendments to the existing contract. Negotiations will continue to be carried on during working hours and a maximum of four (4) of the Committee shall be paid at their regular rate for all time spent in negotiations.
- 6.02 A Union Grievance Committee of not more than three (3) members together with representatives of the International Union, shall represent the employees in matters pertaining to the administration of this agreement.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 Any difference which may arise between the Employer and employee(s) shall be settled in the following manner:
- 7.02 **FIRST STEP** Between the employee accompanied by a member of the Union Committee and the Manager. Failing settlement in one (1) working day the Union may deliver a written statement of the complaint to the Manager.
- 7.03 **SECOND STEP** Between a representative of the International Union, and/or the Union Grievance Committee and the appropriate management officials. A meeting shall be held and an answer given in writing within five (5) working days of the date of such meeting.
- 7.4 **THIRD STEP** - Either party may notify the other in writing of its desire to refer the matter to arbitration and it shall thereupon be so referred in the following manner:
- The notice shall state the matters sought to be arbitrated and shall name the first party's appointee to an Arbitration Board. The second party shall, within five (5) working days of the receipt of such notice, notify the first party in writing of the name of its appointee. The appointees shall within five (5) working days of the appointment of the second of them, appoint a third person who shall be the Chairman of the Board. If the second party fails to appoint or if the two (2) appointees fail to agree upon the appointment of a chairman within the time prescribed, either party may request the Minister of Labour for Ontario to make the appointment and any such appointment shall be binding upon the parties.

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Board, but if there is no majority decision, the decision of the chairman shall be the decision of the Board.

The Arbitration Board shall have authority to determine whether the matter before it is arbitrable but shall not have the authority to alter, or to give any decision inconsistent with any provision of this agreement.

Each party shall pay its own costs of the arbitration and one half (1/2) of the fee and expenses of the Chairman.

Notwithstanding the above, the parties may agree to select a single arbitrator of their choice in which case the party referring the matter to arbitration shall so request at the time of referral and the other party will indicate agreement or disagreement. If agreement is reached, the parties will proceed to agree on an arbitrator and if agreement is not reached within ten (10) days the provisions above shall apply.

- 7.05 At any stage of the Grievance Procedure, including arbitration, the parties may have the assistance of the employee or employees concerned and any necessary witnesses. All reasonable arrangements will be made to permit the conferring parties to visit the office to view disputed operations and to confer with the necessary witnesses.
- 7.06 At any stage of the Grievance Procedure, the time limits set out for any Step may be extended by mutual agreement. If no extension has been agreed to and the grievance has not been answered within the time limits specified, the grievance may be advanced to the next step.
- 7.07 Any grievance which is allowed to lapse by either party cannot be moved on to the succeeding stage if fifteen (15) working days have elapsed since the answer was given. In the case of Arbitration, a grievance must be moved on to this Step before thirty (30) working days have elapsed.
- 7.08 The Union or the Employer may file in writing with the Manager or the Union respectively any complaint with respect to the Employer or the Union execution of the contract provisions. Such complaint shall be dealt with commencing at Step 2.

ARTICLE 8 - DISCHARGE AND DISCIPLINARY ACTION

- 8.01 Where an employee's work is considered to be unsatisfactory, the Manager shall first interview the employee in the presence of a Union Officer and give him reasonable time, which shall be specified, to show improvement. The Manager shall specify in writing what is considered unsatisfactory concerning the employee's work and shall give a copy to the Union. Management shall not take disciplinary action without first warning the employee in the presence of a Union Officer.
- 8.02 If it is necessary to notify an employee of any disciplinary action being taken against him, this shall be done in the presence of a Union Officer. The Employer and the Union agree that disciplinary penalties shall not be imposed unreasonably or unjustly.
- 8.03 Before any employee is discharged for cause, the Chairman of the Grievance Committee shall be notified, and the employee will be given the opportunity to consult with his Union Officer before leaving the premises. Any grievance in a discharge case shall be filed at Step 2 of the Grievance Procedure within five (5) working days of the discharge.
- An employee whom the Company intends to suspend or discharge shall be retained at work or paid until a meeting to discuss the case is held between the Company and the Union. The meeting will be held within twenty-four (24) hours.
- Grievances involving employees who are retained at work or paid under this provision will be handled through the expedited arbitration procedure.
- 8.04 If it is determined or agreed at any step in the Grievance Procedure including arbitration that any employee has been disciplined or discharged unjustly, the Employer shall put him back on his job with no loss of seniority and shall pay the employee the amount he would have earned had he been working, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration.

ARTICLE 9 - SENIORITY

- 9.01 It is the intent and purpose of this Article to preserve the principle that, provided the employee has the ability to perform the work, job security should increase in proportion to length of service. It is, therefore, agreed that in all cases of vacancy, promotion, transfer, layoff, and recalls after layoff, senior employees shall be entitled to preference, subject to the provisions of this Agreement.

- 9.02 Seniority shall mean length of employment with the Employer including periods of absence from work during which seniority is not broken under this agreement. The seniority date shall be established for each employee in accordance with Article 9.02 and Article 9.03. The seniority date shall be adjusted as necessary for an employee affected by Article 9.04(B) and 9.10(B) and the Letter of Understanding Preference by Seniority.
- 9.03 A new employee shall be on probation for the first fifty (50) working days of employment, for the sole purpose of the Employer determining whether such person will become a satisfactory employee. Upon completion of a non-continuous probationary period, the employee's seniority shall be made effective fifty (50) calendar days prior to the last day of the probation period. Where the probationary period is continuous the seniority date shall be the date of hire, however, when mutually agreed to by the parties the above fifty (50) working days may be extended by a further ten (10) working days.
- 9.04 An employee will continue to accrue seniority under the following circumstances:
- a) during an approved leave of absence and any extension.
 - b) during approved leave of absence on Union Business in accordance with 10.05 or 10.06.
 - c) during personal sickness or injury.
 - d) during layoff provided the employee has one (1) year or more of seniority at the time of layoff.
- 9.05 An employee shall lose seniority for any of the following reasons if the employee:
- a) Voluntarily resigns.
 - b) Is discharged and is not reinstated in accordance with the provisions of this agreement.
 - c) Is absent from work for five (5) consecutive working days without authorization or justifiable reason.
 - d) Fails to return to work at the end of an approved leave of absence.
 - e) Fails to report in accordance with the recall provisions of this article.

- f) Retires under the provisions of the Pension Agreement referred to in Article 23 of this Collective Agreement.
- 9.06 The Employer will provide the Union with seniority lists, once per year on January 1st showing the effective seniority date of each employee in the bargaining unit.

Lay-off

- 9.07 Seniority in accordance with 9.01 shall govern in the event of lay-off.
- 9.08 The Union and employee(s) shall be given fourteen (14) days notice of any layoff, and the Union will be given a list of the employees to be laid off. The Notice of Layoff may be continued for a further fourteen (14) days if the employee works beyond the layoff date.
- 9.09 Employees terminating their employment are expected to give the Manager fourteen (14) days notice of termination.
- 9.10 (a) Employees with one (1) or more years of seniority who are laid off will be retained on a recall list, and will maintain and accrue seniority.
- (b) Employees with less than one (1) year of seniority will be retained on a recall list and will maintain seniority for a period of twelve (12) months following their date of lay-off, except in the case of students who return to school and other employees who choose to work on a part time basis when full time work is available.
- 9.11 When work is available, employees on the recall list will be recalled in order of seniority.
- 9.12 Notice of recall to work shall be directed by registered mail to the employee's last known address. If he is contacted by telephone, the recall will be confirmed by registered mail. It shall be the employee's responsibility to keep the Employer informed of his address.
- 9.13 The recalled employee must notify the Employer of his intention to return to work within five (5) days of the date of recall notice, and must return to work within ten (10) working days of date of recall notice or make alternative arrangements satisfactory to the Employer.

Transfers

- 9.14 In any transfer which may arise during a lay-off situation or other reduction in work force, employees shall be transferred in accordance with 9.01 to a job of comparable rate or to a job rate close to the rate of the job from which transferred as the employees seniority entitled them, displacing if necessary employees of lesser seniority.
- 9.15 In such transfers situations, it is agreed that a training period is frequently required. Such training period will not exceed thirty (30) days, depending on what is reasonable in the circumstances.

Job Postings

- 9.16 All job vacancies and newly created positions within the bargaining unit shall be posted for ten (10) working days and filled in accordance with Article 9 of this agreement. The Union will be provided with a list of the applicants.

Should temporary vacancies occur within six (6) months of filling a posted vacancy employees selected for training will be taken from the list of applicants to the original posting. Temporary vacancies occurring more than six (6) months after filling the posted vacancy will be filled by re-posting for five (5) working days.

- 9.17 An employee will have at least sixty (60) working days to acquaint himself with the details of any job acquired via a job posting. If after such period it is necessary to demote an employee, or if an employee wishes to revert, he shall revert to his former job and former rate. The sixty (60) working days may be extended by mutual agreement.
- 9.18 An employee promoted to a job classification higher than Job Class 8 will be considered on probation for a period of six (6) months from the first date worked on the job to which promoted. If during this six (6) month period it is determined that an employee is not performing to the required standard he may be demoted and revert to his former job and rate. The six (6) month period may be extended by mutual agreement.

ARTICLE 10 - LEAVE OF ABSENCE

- 10.01 The following requests for leaves of absence must be in writing with a copy of the request and the leave of absence and extension supplied to the Union.

Decisions on leaves of absence shall be made within ten (10) working days of the request wherever practical.

- 10.02 An employee will be allowed a leave of absence without pay for a period of not more than thirty (30) calendar days if he requests it from the Employer in writing, unless such leave was for the purpose of accepting employment elsewhere, or it would unduly interfere with operations, except in emergency situations when leave will be granted regardless. The employee shall upon request state the reasons why the leave of absence is requested unless it is for reasons confidential to the employee. Employees at their option, will be allowed to use vacation time for sickness, leave of absence or any approved time off.
- 10.03 A leave of absence will be extended for additional periods of not more than thirty (30) calendar days each if there is good reason. The employee must request the extension in writing before his original leave is up.
- 10.04 **Leaves of absence for Pregnancy Leave and Parental Leave shall be granted in accordance with the Employment Standards Act.**
- 10.05 An employee who has been selected by the Union to attend Union conventions or conferences shall be granted a leave of absence without pay for this purpose, unless such leave would unduly interfere with operations. The Union will inform the Employer as far in advance as possible of the names of such delegates.
- Notwithstanding the above, the Union shall be allowed an aggregate of thirty (30) person days per year for such purposes provided notice is provided to management at least thirty (30) days in advance and such leaves do not occur in the month of February.
- 10.06 The Employer shall grant an employee leave of absence to work in an official capacity for the Local or International Union. The employee must request a leave in writing as far in advance as possible and the Union must approve it. Such leave shall be for periods of not more than six (6) months but may be extended for additional periods up to two (2) years.
- 10.07 If a request for a leave of absence is denied, the Employer shall provide the employee and the Union the reason, in writing, why the request was denied.

ARTICLE 11 - SAFETY AND HEALTH

- 11.01 The Employer will make all reasonable provisions for the health and safety of the employees during their working hours and to furnish adequate facilities and equipment for that purpose. The Union acknowledges its responsibility and that of the employees to co-operate in the maintenance of healthful and safe working conditions and to observe the Employer's rules in that regard. In accordance with the Occupational Health and Safety Act, S.O. 1978 Chapter 83, Part V, Section 23, an employee may refuse to work or do particular work

where he has reason to believe the work on the job is unsafe or injurious to his health.

- 11.02 Provided it is cost effective and reasonable to do so, the Employer shall endeavour to utilize the "Workers Health and Safety Centre" when arranging for Health and Safety training.

ARTICLE 12 - BULLETIN BOARDS

- 12.01 The Employer agrees to provide the Union with a Bulletin Board in the Welfare Room for the purpose of posting union notices and official papers. Notices will be posted only by officers of the Union and will be in keeping with the spirit and intent of this agreement.
- 12.02 Information concerning policy matters will be dated and signed by the Employer and will be posted for twenty-one (21) calendar days on a Bulletin Board.
- 12.03 The Credit Union will provide a copy for the Union President and a verbal explanation will be given by the Employer, when necessary.

ARTICLE 13 - COPIES OF AGREEMENT

- 13.01 The Employer and the Union desire every employee to be familiar with the provisions of this agreement and his rights and duties under it. For this reason each employee will be provided with a copy of the agreement. The Union and the Employer will share the costs of printing copies of this agreement.

ARTICLE 14 - DISABLED EMPLOYEES

- 14.01 In the event of employees sustaining injuries and becoming physically disabled as a result thereof, every effort will be made by the Employer to give the disabled employee such suitable employment as is available.

ARTICLE 15 - JURY DUTY

- 15.01 Employees who are called for jury duty or as a subpoenaed witness within the District of Algoma will be paid for each day of jury service the difference between their straight-time earnings for their regular shift and the payment they receive for jury duty. The employees will present proof of service and the amount of pay received.

ARTICLE 16 - HOURS OF WORK

- 16.01 a) The work day shall be seven (7) hours between 8:00 a.m. and 8:00 p.m. and thirty-five (35) hours per week with lunch periods of up to one (1) hour and fifteen (15) minutes between 11:00 a.m. and 2:45 p.m. on the day shift and by mutual agreement on the evening shift.

Work schedules for at least one (1) week shall be posted by Friday noon of the previous week. Employees shall be notified by Management of any revisions to their schedules.

It is understood and agreed that the office will be staffed during lunch hours. Any changes from the hours of work within the day, as set out above, or lunch hour schedules, shall be established by mutual agreement between the Employer and the Union.

Required evenings and Saturday shifts of seven (7) hours for full time employees and four (4) or more hours for part time employees will be filled as follows:

- 1) Full time employees willing to work as part of their regular work week will be first considered.
 - 2) Full time employees on layoff will then be recalled to work.
 - 3) If work is still available part time employees may be employed on jobs in which they are qualified to perform, provided existing employees have had the opportunity to take the necessary training to do the work.
 - 4) Employees shall rotate days off and evening work on an ongoing basis when it is necessary to schedule employees for Saturdays and evenings.
- b) The work week for an employee shall be five (5) consecutive days for full time employees, between Monday and Saturday inclusive.
- c) Employees recognize it is their responsibility to balance the cash each day during their working hours. Any shortages that result shall be left to the discretion of the Board of Directors as to whether the employee must make up the shortage or not.

- d) Employees shall be granted time off during working hours without loss in pay to attend to personal matters such as medical and dental appointments over which they have no control. Employees shall attempt to arrange appointments to be scheduled during their lunch period or before or after their shift.
- e) Any employee required to attend a program concerning the introduction of equipment, method of procedure will be paid at their regular standard rate.

Training Program

- 16.02 The Employer agrees when necessary to develop an on the job Training Program which will provide the opportunity for employees to become or remain qualified to perform the work which may from time to time fall within the bargaining unit.

ARTICLE 17 - OVERTIME AND SHIFT PREMIUMS

- 17.01 All overtime will be paid at the rate of time and one-half (1 1/2) the employee's standard hourly rate for all hours worked in excess of seven (7) hours per day or on a scheduled day off. No employee shall work more than four (4) hours overtime in any work day. Double time shall be paid for all Sunday hours.
- 17.02 The employer will endeavour to notify employees on the day previous when overtime is available.
- a) If an employee is not considered for an overtime shift, in error, and the situation is drawn to the attention of management, it shall be remedied by considering such employee for the next available overtime shift.
 - b) Overtime work will be equitably distributed among qualified employees willing to work.
- 17.03 Employees required to work overtime beyond 6:00 p.m. will be provided with seven dollars and fifty cents (\$7.50) for the purchase of supper at their regular quitting time.
- 17.04 No employee shall be required to take time off because of overtime worked.
- 17.05
- a) Employees shall receive a premium of one dollar and fifty cents (\$1.50) per hour for all seven (7) hour shifts commencing after 10:00 a.m.
 - b) Employees shall receive a premium of two dollars (\$2.00) per hour for all hours worked on Saturday.

ARTICLE 18 - STATUTORY HOLIDAYS

18.01 The following shall be considered as holidays and recognized on the day they are locally celebrated:

New Year's Day,
 Good Friday,
 Easter Monday,
 Victoria Day,
 Canada Day,
 Civic Holiday,
 Labour Day,
 Thanksgiving Day,
 Christmas Day,
 Boxing Day,
 Remembrance Day,
 One (1) Floater Holiday.

The Credit Union agrees to continue observing the same Bank holidays as those declared and observed by the Banks if other than those described in the current labour agreement.

Employees shall be allowed to take their floater holiday on a first come first served basis. In the event more than one (1) employee makes their request on the same day, seniority will apply if the date requested conflicts and all applicants cannot be allowed off. Employees shall be allowed to take their floater holiday on the date requested unless there are not sufficient qualified replacements.

18.02 Full time employees shall receive seven (7) hours pay at their regular rate for each of the above-named holidays except this shall not apply if the employee is on leave of absence as per Article 10.02, 10.03, 10.04 and 10.06. Part time and student employees pay for a paid holiday listed in Article 18.01 shall be equal to the total amount of regular wages earned and vacation pay payable to the employee in the four (4) weeks before the work week in which the paid holiday occurred, divided by twenty (20), except that this shall not apply if the employee is on leave of absence as per Article 10.02, 10.03, 10.04, and 10.06.

18.03 An employee who works on any one of the above-named holidays except Canada Day, Labour Day or Christmas Day shall be paid at the rate of time and one-half (1 $\frac{1}{2}$) their regular straight time rate, in addition to their holiday pay.

An employee who works on Canada Day, Labour Day or Christmas Day shall be paid at the rate of double their regular straight time rate, in addition to their holiday pay.

No employee shall be compelled to work on a Statutory Holiday so long as sufficient qualified volunteers are available. If sufficient volunteers are not available the Employer may schedule the junior qualified employees.

- 18.04 In the event that one (1) or more of the paid holidays occurs during the employee's vacation, the holiday or holidays shall be added to the vacation period. If a statutory holiday falls during the scheduled vacation period it may be granted either the last day before or the first day after the vacation period.

When a statutory holiday falls on a day on which the employee is not scheduled to work, the employee may request another day off with pay in lieu of such holiday: preferably consecutive with their days off.

Employees shall notify the Employer at the time of vacation selection whether or not they intend to take the extra day off and if so which day.

ARTICLE 19 - VACATIONS WITH PAY

- 19.01 An employee with less than one (1) year of service on January 1st shall receive one (1) week of vacation with vacation pay calculated at four percent (4%) of the earnings received in the previous calendar year.

In each succeeding calendar year employees shall receive vacation with pay on the following basis and calculated on their credited service as of January 1st of the year in which the vacation is to be taken.

1 But less than 2 years service -	two weeks vacation with pay
2 But less than 6 years service -	three weeks vacation with pay
6 But less than 10 years service -	four weeks vacation with pay
10 But less than 15 years service -	five weeks vacation with pay
15 But less than 25 years service -	six weeks vacation with pay
25 or more years of service -	seven weeks vacation with pay

- 19.02 Vacation pay shall be what employees would have received had they been working during such period except as otherwise provided in this article.

Where an employee had a maternity leave of absence in the previous calendar year, vacation pay shall be two percent (2%) of the employee's total earnings for the previous calendar year, for each week of vacation.

An employee who is laid off for sixty (60) working days or more in any calendar year, and has not been paid for or taken their vacation entitlement for that year, shall be paid the vacation pay earned in the previous year plus two percent (2%) of the current year's earnings for each week of vacation. For calculating vacations with pay, all employees who were hired before January 1, 1983, shall be granted January 1st of the year they were hired as

their service date, rather than their date of hire subject to the following:

Employees hired before January 1, 1983, who quit or are dismissed before receiving their vacation entitlement and before their original anniversary date will receive their vacation pay less the amount due for the period between their termination date and their original anniversary date.

Employees hired before January 1, 1983, who quit or are dismissed after their anniversary date will receive all unused vacation entitlement plus two percent (2%) of the earnings received calculated from their anniversary for each week of vacation entitlement.

- 19.03 Employees who receive a vacation with pay in accordance with this article, shall in addition to such vacation pay, receive a vacation bonus equivalent to thirty percent (30%) of such vacation pay.
- 19.04 Employees who leave the service of the Employer when an unused portion of vacation stands to their credit shall receive the amount due them calculated to the date they leave or in the case of death it shall be paid to their estate.
- 19.05 The Employer shall endeavour to meet the wishes of the employees when granting vacation time and in cases where vacation periods requested conflict, preference of such time shall be given to employees in order of their seniority. The Credit Union will post vacation entitlement before December 1st.

Vacations shall be scheduled in two (2) rounds. In the first (1st) round employees will book vacation in order of seniority in accordance with the following schedule:

Years Of Service	Weeks in Prime Time	Weeks in Non Prime Time
Less than 2	0	0
2 But less than 6	1	0
6 But less than 10	2	0
10 But less than 15	2	1
15 But less than 25	2	2
25 or more	2	3

Employees may choose not to book their entire entitlement in the first (1st) round, and may book vacation as part of the second (2nd) round.

The prime time vacation periods are defined as June 15 to after Labour Day weekend, the week of Christmas, and the week of the school March Break.

In the second (2nd) round employees will book their remaining vacation in order of seniority.

The first (1st) round shall be completed each year no later than December 31. The second (2nd) round shall be completed no later than January 31.

ARTICLE 20 - INSURANCE & WELFARE PLAN

20.01 (1) The Employer agrees to provide welfare and group insurance benefits as set out in Schedule 'C', which is attached, and forms part of this Collective Agreement. The Employer agrees not to change the benefits for the duration of this agreement without the Union's agreement. Employees are eligible for benefits after completing three (3) months of continuous service or, in the case of employees not working full time, after working 1820 (one thousand-eight hundred and twenty) hours. Employees will be issued a booklet outlining the benefit coverage, for guidance purposes only, and the master contract issued by the Carrier to the Employer will be the final basis for settlement of all claims. The Employer will provide a copy of the master contract to the Union each time it is updated.

(2) Definition of Dependent:

- (i) An employee's child who is dependent upon the employee for support and is under twenty-one (21) years of age, or is not more than twenty-five (25) years of age and is attending a school or a university, or is mentally or physically handicapped.
- (ii) An employee's spouse who is unemployed or is dependent upon the employee due to mental or physical handicap.
- (iii) An employee's spouse who does not have insurance coverage.

2002 The Employer agrees to continue an employee's salary in case of non-occupational disability due to sickness or accident as outlined in the following schedule:

Length of Continuous Service	Maximum Sick Leave Allowance Per Year	Waiting Period
30 days to 1 year	4 weeks	2 days
1 to 2 years	5 weeks	Nil
2 to 3 years	6 weeks	Nil
3 to 4 years	7 weeks	Nil
4 to 5 years	8 weeks	Nil
5 to 6 years	9 weeks	Nil
6 to 7 years	10 weeks	Nil
7 to 8 years	11 weeks	Nil
8 to 9 years	12 weeks	Nil
9 to 10 years	13 weeks	Nil
Over 10 years	13 weeks	Nil

2003 Continuance of earnings as provided in 2002 shall be subject to the submitting of acceptable evidence of its validity if requested by the Employer.

2004 The Employer agrees to supply each employee with a handbook outlining the Insurance and Welfare Coverage.

2005 An employee shall cease to be covered by this plan on the first day of the month following the month in which he/she has not worked at least two (2) days as a result of layoff or Leave of Absence as per Article 10.00. The employee shall again be covered by this plan as soon as he/she returns to work from layoff or leave of absence.

An employee on Leave of Absence may continue coverage during a Leave of Absence as provided he/she reimburses the Employer the full cost of the premium for such coverage for each month.

An employee on layoff may continue coverage for a period of up to four (4) months provided he/she reimburses the Employer in advance the full cost of the premiums for such coverage for each month.

Employees who work at least two (2) days in a month or fourteen (14) hours in a month shall be covered by this plan for that month.

ARTICLE 21 - WAGES

- 21.01 The "Manual for Job Description, Classification and Wage Administration of Clerical and Technical Jobs" dated 1967 (hereinafter referred to as the "Clerical Manual"), is incorporated into this Agreement as Appendix "B" and its provisions shall apply as if set forth in full herein.
- 21.2 Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of this Agreement.

Standard Hourly Wage Scale

Effective January 1, 2009, the Standard Hourly Wage Scale shall be as follows:

<u>Job Class</u>	<u>Effective January 1, 2009</u>
0	17.87
1	18.93
2	20.00
3	21.05
4	22.12
5	23.19
6	24.53
7	25.87
8	27.21
9	28.56
10	29.91
11	31.25
12	32.60

Effective January 1, 2010, the Standard Hourly Wage Scale shall be as follows:

<u>Job Class</u>	<u>Effective January 1, 2010</u>
0	18.36
1	19.45
2	20.55
3	21.63
4	22.73
5	23.82

6	25.20
7	26.58
8	27.96
9	29.34
10	30.73
11	32.11
12	33.49

Effective January 1, 2011, the Standard Hourly Wage Scale shall be as follows:

Standard Hourly Rates

<u>Job Class</u>	<u>Effective January 1, 2011</u>
0	18.95
1	20.08
2	21.22
3	22.34
4	23.47
5	24.60
6	26.02
7	27.45
8	28.87
9	30.30
10	31.73
11	33.16
12	34.58

21.03 The Standard Hourly Rate for each job is the Standard Hourly Rate for all jobs classified within such job class.

21.04 In addition to the Standard Hourly Rates, a schedule of training and development progression rates is established containing the following:

- (a) An intermediate rate at a level one job class increment below the standard rate:
- (b) A starting rate at a level two job class increments below the standard rate, and:
- (c) A training rate at a level three job class increments below the standard rate.

21.05 The schedule of progressional rates defined in Section 21.04 applied to each job in the respective job classes for periods of time as follows:

- (a) Job Classes 0 and 1; One (1) period of three (3) months at an intermediate rate;
- (b) Job Classes 2 and 3; Two (2) periods of three (3) months
 - (1) the first at a starting rate; and
 - (2) the second at an intermediate rate
- (c) Job Classes 4 to 7 inclusive: Two (2) periods of six (6) months;
 - (1) the first at a starting rate; and
 - (2) the second at an intermediate rate.
- (d) Job Class 8 and higher: Three (3) periods of six (6) months:
 - (1) the first at a training rate;
 - (2) the second at a starting rate; and
 - (3) the third at an intermediate rate.

21.06 (a) Effective January 1, 2009, the Schedule of Progressional Rates shall be as follows:

Grade	Training	Starting	Intermediate	Standard	Number of Training Periods
0		\$15.75	\$16.80	\$17.87	One 3 Months
1		\$16.80	\$17.87	\$18.93	One 3 Months
2		\$17.87	\$18.93	\$20.00	Two 3 Months
3		\$18.93	\$20.00	\$21.05	Two 3 Months
4		\$20.00	\$21.05	\$22.12	Two 6 Months
5		\$21.05	\$22.12	\$23.19	Two 6 Months
6		\$22.12	\$23.19	\$24.53	Two 6 Months
7		\$23.19	\$24.53	\$25.87	Two 6 Months
8		\$24.53	\$25.87	\$27.21	Three 6 Months
9	\$24.53	\$25.87	\$27.21	\$28.56	Three 6 Months
10	\$25.87	\$27.21	\$28.56	\$29.91	Three 6 Months
11	\$27.21	\$28.56	\$29.91	\$31.25	Three 6 Months
12	\$28.56	\$29.91	\$31.25	\$32.60	Three 6 Months

(b) Effective January 1, 2010, the Schedule of Progressional Rates shall be as follows:

Grade	Training	Starting	Intermediate	Standard	Number of Training Periods
0		\$16.19	\$17.26	\$18.36	One 3 Months
1		\$17.26	\$18.36	\$19.45	One 3 Months
2		\$18.36	\$19.45	\$20.55	Two 3 Months
3		\$19.45	\$20.55	\$21.63	Two 3 Months
4		\$20.55	\$21.63	\$22.73	Two 6 Months

5		\$21.63	\$22.73	\$23.82	Two 6 Months
6		\$22.73	\$23.82	\$25.20	Two 6 Months
7		\$23.82	\$25.20	\$26.58	Two 6 Months
8		\$25.20	\$26.58	\$27.96	Three 6 Months
9	\$25.20	\$26.58	\$27.96	\$29.34	Three 6 Months
10	\$26.58	\$27.96	\$29.34	\$30.73	Three 6 Months
11	\$27.96	\$29.34	\$30.73	\$32.11	Three 6 Months
12	\$29.34	\$30.73	\$32.11	\$33.49	Three 6 Months

- (c) Effective January 1, 2011, the Schedule of Progressional Rates shall be as follows:

Grade	Training	Starting	Intermediate	Standard	Number of Training Periods
0		\$16.71	\$17.82	\$18.95	One 3 Months
1		\$17.82	\$18.95	\$20.08	One 3 Months
2		\$18.95	\$20.08	\$21.22	Two 3 Months
3		\$20.08	\$21.22	\$22.34	Two 3 Months
4		\$21.22	\$22.34	\$23.47	Two 6 Months
5		\$22.34	\$23.47	\$24.60	Two 6 Months
6		\$23.47	\$24.60	\$26.02	Two 6 Months
7		\$24.60	\$26.02	\$27.45	Two 6 Months
8		\$26.02	\$27.45	\$28.87	Three 6 Months
9	\$26.02	\$27.45	\$28.87	\$30.30	Three 6 Months
10	\$27.45	\$28.87	\$30.30	\$31.73	Three 6 Months
11	\$28.87	\$30.30	\$31.73	\$33.16	Three 6 Months
12	\$30.30	\$31.73	\$33.16	\$34.58	Three 6 Months

- 21.07 The established training, starting, intermediate or standard hourly rate shall apply to each employee during such time as the employee is assigned to the respective rate classification in accordance with the provisions of this agreement.
- 21.08 Each employee on a job shall be assigned to the applicable training, starting, intermediate or standard rate for the job on the basis of work on the job with the progression from one (1) applicable rate to the next higher applicable rate to be at intervals of work as specified in Section 21.05 provided, however, that paid absences from work other than paid absences in cases of non-occupational disability due to sickness or accident shall be considered as time worked.
- 21.09 An employee promoted from one (1) job to another job in a higher job class shall be assigned to that training, starting, intermediate, or standard rate of the job to which promoted which is next higher than the rate from which promoted and thereafter and respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which promoted shall apply.
- 21.10 An employee transferred from one (1) job to another job of equal job class shall be assigned to the training, starting, intermediate, or standard rate of the job to which transferred that is in the same job class as the rate from which transferred and:

- (a) If training for the job to which transferred was provided by work on the job from which transferred, the respective arrangement regarding progression to the next applicable higher rate or rates, if any, of the job to which transferred shall apply with the employee receiving credit for hours of work on the job at the job class rate from which transferred, or
 - (b) If training for the job to which transferred was not provided by the job from which transferred, the respective agreement regarding progression to the next higher applicable rate or rates, if any, of the job to which transferred shall apply.
- 2.1.11 An employee demoted from one job to another job in a lower job class shall be assigned to the standard rate of the job to which demoted, if such standard rate is equal to or less than the rate from which demoted and otherwise to the intermediate, starting or training rate which is equal to or next lower than the rate from which demoted, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which demoted shall apply, provided however, that an employee returned to a job from which demoted shall be reassigned to the rate classifications and time progression status that was in effect for such employee at the time of demotion, except that such reassignment shall be to an applicable rate of demotion, except that such reassignment shall be to an applicable rate of the job not lower than the rate attained during the demotion, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, shall apply.
- 2.1.12 On jobs requiring progressional periods in excess of six (6) months of work on the job, the minimum rate shall not necessarily be the hiring rate and due regard shall be given in such cases to the employee's demonstrated ability on the job in making final assignment to an applicable training, starting or intermediate rate classification.
- 2.1.13 A rate adjustment resulting from the completion by an employee of any applicable progressional period shall be made effective by the Employer as of the beginning of the pay period closest to the date upon which such employee completed such period. As of the date such rate adjustment is made, the employee, if below the standard rate classification, shall be considered to have begun to accumulate the necessary time towards completion of the next higher progressional period, if any.

21.14 Effective on the date specified in Section 21.02 all employees shall have their rates of pay adjusted as follows:

- (a) The rate of pay of such employee shall be adjusted to conform to the applicable training, starting, intermediate or standard hourly rate for that employee's job, as provided in Section 21.06.

Temporary Transfer

21.15 An employee temporarily transferred to a job in a higher job class shall receive the rate for that job class in accordance with the provisions of 21.09. At the end of the temporary assignment such employee shall revert to the applicable rate on the regular job. Hours worked on a temporary assignment shall be credited towards progression on such employee's regular job.

General

21.16 Any mathematical or clerical errors made in the preparation, establishment or application of job description, job classifications or applicable hourly rates shall be corrected to conform to the provisions of this agreement.

21.17 Except as otherwise provided, no basis shall exist for an employee covered by this agreement to allege that a wage rate inequity exists and no grievances on behalf of an employee alleging a wage rate inequity shall be filed or processed during the term of this agreement.

21.18 A list of job titles and job classes of all jobs performed by employees in the bargaining unit is incorporated into this agreement as Appendix "A".

Leave Of Absence For Union CWS Committee

21.19 The Employer agrees to grant leave of absence from their regular work to three (3) employees who shall be selected by the Union to act on its CWS Committee. Employees so selected shall:

- (a) Accumulate any seniority to which they normally would be entitled;
- (b) Receive their regular rate of pay from the Employer as based upon a normal work week; and
- (c) Return to their regular employment when their work on the CWS Committee is completed.

ARTICLE 22 - BEREAVEMENT PAY

- 22.01 An employee shall be allowed time off from work for the purpose of arranging and attending the funeral of a member of his immediate family, up to a maximum of three (3) days. Where any of such days fall on a scheduled working day for the employee, he shall be paid a bereavement allowance for each day equivalent to seven (7) times the average hourly rate earned by him in the preceding pay period. Immediate family shall mean spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law or grandchildren.
- 22.02 An employee shall be allowed time off from work for the purpose of attending the funeral of a sister-in-law, brother-in-law, grandparents, or grandparents-in-law up to a maximum of one (1) day. Where the day of the funeral falls on a scheduled working day for the employee she shall be paid a bereavement allowance of seven (7) times the average hourly rate earned by her in the preceding pay period.

ARTICLE 23 - PENSION AGREEMENT

- 23.01 The Pension Agreement between the parties is supplemental to this Agreement.

Effective December 31, 2008, the normal retirement age shall be sixty-two (62) and the basic pension shall be forty-four dollars and sixty cents (\$44.60) per month per year of service not exceeding forty (40) years. Early retirement will be a supplement of fifteen (15) x years of credited service, not exceeding thirty (30) years, less Old Age Security payable and less CPP payable (subject to the provisions of early retirement).

Effective December 31, 2009, the normal retirement age shall be sixty-two (62) and the basic pension shall be forty-five dollars and fifteen cents (\$45.15) per month per year of service not exceeding forty (40) years. Early retirement will be a supplement of fifteen (15) x years of credited service, not exceeding thirty (30) years, less Old Age Security payable and less CPP payable (subject to the provisions of early retirement).

Effective December 31, 2010 the normal retirement age shall be sixty-two (62) and the basic pension shall be forty-five dollars and sixty-five cents (\$45.65) per month per year of service not exceeding forty (40) years. Early retirement will be a supplement of fifteen (15) x years of credited service, not exceeding thirty (30) years, less Old Age Security payable and less CPP payable (subject to the provisions of early retirement).

ARTICLE 24 - HUMANITY FUND

24.01 The employer agrees to deduct on a twice per year basis the amount of one cent (\$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked and, prior to the 15th day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers, National Office, 7th Floor, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the local union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

The first "Humanity Fund" deduction as aforesaid shall be for the sixth (6th) month following ratification of this agreement.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the employer and the local union of that employee's written statement of his/her desire to discontinue such deductions from his/her pay which may be received during the four (4) weeks following ratification of this agreement or at any time thereafter.

The amount so deducted will be shown on each employee's T4 slip for income tax purposes.

24.02 The employer agrees to offer this same opportunity of sharing and helping to non-bargaining unit employees.

ARTICLE 25 - FRINGE BENEFITS

25.01 Where employees are required by management to use their personal vehicle to conduct business during working hours, a car allowance equivalent to the current amount prescribed by the federal government for income tax purposes per kilometre shall be paid upon submission of a claim on the approved form.

ARTICLE 26 - TECHNOLOGICAL CHANGE

26.01 Technological change means the introduction of new equipment or processes or procedures which results in a significant change in the way in which work is performed or a change in the number of employees required. The employer agrees to discuss proposed technological changes with the Union as soon as possible prior to the proposed implementation date.

ARTICLE 21 - DURATION OF AGREEMENT

21.01 This agreement shall become effective as of the 1st day of January, 2009, and shall remain in effect until and including the 31st day of December, 2011 and shall be automatically renewed thereafter for successive periods of one (1) year, unless either party requests the negotiation of a new agreement by written notice to the other party not less than thirty (30) calendar days, and not more than ninety (90) calendar days prior to the anniversary date of this Agreement. In event of such request by either party, negotiations shall commence within ten (10) days of receipt of notice.

Signed on behalf of:

THE EMPLOYER

THE UNION

APPENDIX A

COMMUNITY FIRST CREDIT UNION LIMITED
 POSITIONS AND JOB CLASS AS AT DECEMBER 31, 2008.

<u>POSITION</u>	<u>JOB CLASS</u>
Switchboard Operator	2
Greeter	2
Teller	3
Senior Teller	4
Automated Banking Machine Clerk (ABM Clerk)	4
Administration Clerk One	4
Administration Clerk Two	4
Commercial Administration Clerk	4
Personal Chequing Clerk	4
Financial Services Clerk (FSC)	4
Financial Services Administration Clerk (FSAC)	4
Administration Clerk Three	5
Mortgage Clerk	5
Estate and Investment Assistant	6
Commercial Credit Officer	6
Head Teller	6
Bookkeeper	6
Collections Officer	6
Investment Assistant	6
Commercial Sales Officer	7
Financial Services Representative (FSR)	7
IT Associate	9
Mutual Funds Investment Specialist	9

SCHEDULE C

VISION CARE	
Eye Glass/Contacts	Maximum \$300 every 2 years per individual.
NON-EVIDENCE LIMITS	
Life and Long Term Disability Non-Evidence Maximums	Life Current \$500,000 LTD Current \$7,500
BASIC LIFE INSURANCE	
Employee under age 65	300% of your annual salary
Employee over 65 years of age	50% of the amount in effect on your 65 th birthday to a maximum of \$120,000
Spouse	\$5,000
Dependent child	\$2,500
Retiree Life Insurance	\$5,000 upon retirement or termination if age + service = 75 or age 50 + 10 years service
ACCIDENTAL DEATH, DISEASE & DISMEMBERMENT	
Death – Each Employee	Equal to the Basic Life Insurance
Disease/Dismemberment Benefit	From ¼ to 200% depending on severity
LONG TERM DISABILITY	
Each employee	70% of your monthly salary
Taxability	Taxable
Benefits begin on	Accident, Hospital or Sickness ... 120 th day
Benefits expire on	Own occupation – 104 weeks from the date of disability Any and all occupations to 65 years of age
All Source Maximum	85% of gross salary
Direct Reduction includes	CPP/QPP (primary), WSIB, Auto

EXTENDED HEALTH CARE	
Overall Maximum	\$1,000,000
Drug Reimbursement	Pay-direct drug card
Drug coverage for Early Retirees to age 65	Equivalent to Ontario Drug Benefit Plan
Drug Coverage for employees	\$5.00 per prescription \$10.00 Dispensing Fee Cap
Deductible on Other Allowable Expenses	Single - \$25.00, family - \$50.00
Coinsurance	100%
Hospital	Semi-Private - \$150/day
Convalescent Hospital	\$10/day, \$500/confinement
Orthopedic Shoes	\$300/calendar year
Medical Equipment	50% Co-insurance, \$5,000 lifetime maximum
Hairpieces	\$200 lifetime maximum
Private Duty Nursing	\$7,500/calendar year
Osteopath	\$700/person/calendar year
Chiropractor	\$700/person/calendar year
Podiatrist	\$700/person/calendar year
Naturopath	\$700/person/calendar year
Christian Science Practitioner	\$700/person/calendar year
Massage Therapist	\$700/person/calendar year
Physiotherapist	\$700/person/calendar year
Psychologist	\$700/person/calendar year
Speech Therapist	\$700/person/calendar year
Smoking Cessation	\$300 lifetime maximum
Hearing Aids	\$500/60 month period
DENTAL CARE	
Deductible	None
Fee Guide	Current ODA
Basic Services Co-insurance	100%
Endodontic/Periodontal Services Co-insurance	100%
Major Services Co-insurance	80%
Basic, Endodontic/Periodontal and Major Services Maximum	\$1,500 combined maximum/per calendar year
Orthodontic Service Co-insurance	50%
Orthodontic Service Maximum	\$2,000

LETTER OF AGREEMENT

STUDENT HIRING

To provide vacation replacements or to meet other temporary requirements the Employer may employ bona fide students on vacation from a recognized educational institution at any time that at least thirty-nine (39) full time positions are filled and no established employees are laid off. Students so hired will not accrue seniority nor be entitled to welfare benefits, sick leave, or pensions. Students will receive vacation pay and statutory holiday pay only as outlined in the Employment Standards Act and will not be required to pay union dues. Students hired shall receive wages at three dollars (\$3.00) per hour less than Job Class O.

This agreement will be reviewed by September 30th of each year and may be cancelled by either party after such review.

Signed on behalf of:

THE EMPLOYER

THE UNION

LETTER OF AGREEMENT

CREDENTIAL FINANCIAL STRATEGIES

Where legislation permits and qualified, certified employees are available within the Bargaining unit, services now performed by CREDENTIAL FINANCIAL STRATEGIES may be performed by Bargaining unit members to the extent that a comparable service can be offered without additional cost.

Where training is required to qualify to perform the job according to legislation, employees will be reimbursed for tuition fees and course material.

Referral information as well as the monthly CREDENTIAL FINANCIAL STRATEGIES report going to the Board will be communicated to the Bargaining unit members on a timely basis.

Signed on behalf of:

THE EMPLOYER

THE UNION

LETTER OF AGREEMENT

PACKAGE CHEQUING ACCOUNT

Effective January 1, 1994, provide that all employees be entitled to maintain a "Package Chequing" Account with Community First Credit Union without incurring service charges for normal account activity.

Signed on behalf of:

THE EMPLOYER

THE UNION

LETTER OF AGREEMENT

FUTURE DEVELOPMENT OF COMMUNITY FIRST CREDIT UNION LIMITED

The Employer and the Union recognize that it may be in the best interest of the Credit Union, its members, and its employees, to merge, amalgamate, or enter into other types of strategic arrangements with other Credit Unions.

The Employer agrees to keep the Union informed, on a confidential basis, of any plans to merge or amalgamate.

In the event that a merger, amalgamation or other arrangement with another organization is approved in principle by the Board, the Employer agrees to meet with the Union to review the impact on employees, identify issues, and agree upon changes which will minimize the negative impacts for employees.

An employee laid off as a direct or indirect result of a merger, amalgamation or sale of the Credit Union who has five (5) or more years of service and who has been laid off for thirty-five (35) weeks in any period of fifty-two (52) consecutive weeks, may elect to receive severance pay as outlined below provided he/she abandons his/her recall rights under the Collective Agreement.

The Employer shall add to the amount payable in accordance with applicable legislation, sufficient monies to ensure that such employee receives, in total, the equivalent of two (2) normal non-overtime weeks for each year of service to a maximum of fifty-two (52) weeks.

The Employer agrees to provide employees who do not abandon their recall rights in order to claim severance pay, the first opportunity to transfer to, and fill job vacancies in merged or amalgamated operations in new locations, prior to hiring new employees.

Signed on behalf of:

THE EMPLOYER

THE UNION



LETTER OF AGREEMENT

PENSION CREDITS

As discussed during the 2002 negotiations, the Parties are in agreement that employees will continue to earn credited service under the terms of the pension plan while in receipt of sick benefits (including salary continuance, EI benefits for sickness, and long term disability). This does not apply to persons who lose their seniority under any of the provisions of Article 9.05

Signed on behalf of:

THE EMPLOYER

THE UNION

LETTER OF AGREEMENT

ADDENDUM TO ARTICLE 2.03

The Employer agrees to inform the Union prior to entering into any arrangement to purchase services or products from third parties which are normally performed by bargaining unit employees. The Union acknowledges that Employer notification on such issues does not imply Employer admission that the items in question constitute contracting out.

The Employer will continue its past practice of involving the Union executive in strategic planning sessions, and where there may be significant implications for bargaining unit employees the Employer will schedule a meeting with the Union executive prior to the strategic planning sessions.

Signed on behalf of:

THE EMPLOYER

THE UNION

LETTER OF AGREEMENT

MERGER WITH TIMMINS REGIONAL CREDIT UNION

Community First Credit Union Ltd. will merge with the Timmins Regional Credit Union effective June 1, 2006. It is agreed that the employees of the Timmins Regional Credit Union shall become members of Local 7129 (United Steelworkers). It is further agreed that:

1. The Timmins employees will be granted their service prior to the merger for the purpose of calculation of, vacation entitlement; vacation pay; termination pay and severance pay only.
2. For purposes of article 9.03 the Timmins Employees shall all be given the date of June 1, 2006, as their seniority date. Their names shall be added to the seniority list for the Sault Ste. Marie Ontario location listed with the code "TE" on the seniority list as per article 9.06, within that date, in order of their date of hire with the Timmins Regional Credit Union.

A seniority list shall be compiled for the Timmins Ontario location showing all of the former Timmins Regional Credit Union employees in order of their date of hire with the Timmins Regional Credit Union. The Community First Credit Union employees shall be added to the bottom of this list with the code "SE" in the order in which their names appear on the Community First Credit Union seniority list.

3. For all purposes of the exercise of seniority described in article 9.01, employees working in Timmins Ontario will not be entitled to exercise seniority over employees working in Sault Ste. Marie Ontario. Likewise employees working in Sault Ste. Marie Ontario will not be entitled to exercise seniority over employees working in Timmins Ontario.
4. Job postings as per article 9.16 will indicate the location of the job as Sault Ste. Marie Ontario or Timmins Ontario.
5. Any movement of employees as a result of a job posting or other application of seniority between the locations of Sault Ste. Marie Ontario and Timmins Ontario shall be at the employee's personal expense.
6. New employees hired directly into either location after June 1, 2006 will have their name added to the other location's seniority list with the appropriate "TE" or "SE" code.

7. Employees who move from one location to another and who subsequently wish to return to their former location will maintain their original seniority date as per paragraph 2 above and will only be permitted to do so if a vacancy exists in their former location. This move will again be at the employee's personal expense, as per paragraph 5 above.

8. The Timmins employees shall be entitled to all other benefits and subject to all other provisions of the Collective Agreement as of June 1, 2006.

Signed on behalf of:

THE EMPLOYER

THE UNION

LETTER OF UNDERSTANDING

ARTICLE 19.05

The Credit Union agrees to make an honest effort to meet the wishes of the employees when granting vacation time and will attempt to allow at least eight (8) employees off on vacation at any time and other employees will be allowed off at the discretion of the Company. A vacation posting allowing at least eight (8) employees to indicate vacation preference each week will be done and the results of the posting will be discussed between the parties. The wishes of the employees and operational requirements will be considered and the final resolve of this matter will be based on these factors. It is recognized that a reasonable number of employees may have to be trained for higher jobs to accommodate this understanding.

Signed on behalf of:

THE EMPLOYER

THE UNION

LETTER OF UNDERSTANDING

PREFERENCE BY SENIORITY

Employees, upon request, shall be allowed preference by seniority to displace the most junior full-time employee in the bargaining unit where no vacancy exists. The request must be submitted to the Manager in writing on the forms provided by the Credit Union.

The Union understands that moves will be made on a gradual basis so as not to disrupt operations. It is also understood that management has the right to expect reasonable stability on each job and frequent moves will therefore be discouraged.

The President of Local Union 7129 and the Credit Union Manager will, if necessary, discuss requests for moves as they occur and attempt to resolve any problems with regard to them.

Signed on behalf of:

THE EMPLOYER

THE UNION

LETTER OF UNDERSTANDING

SENIORITY

This will confirm the existing practice of Community First Credit Union that employees on approved leaves (including but not limited to pregnancy leave) have the right under the terms of the Collective Agreement to apply for job postings that arise during their leave. Upon their return to work an employee on leave will be provided with the necessary training for the posting. However, it is understood that the scheduling of the training may not be immediate, and may be reasonably delayed for operational requirements.

Signed on behalf of:

THE EMPLOYER

THE UNION

LETTER OF UNDERSTANDING

PROCEDURE FOR REPORTING BACK FROM SICKNESS

It is understood and agreed by the Employer and the Union that the following procedure will apply when an employee will be absent due to illness or is ready to return to work following illness.

The employee or someone on the employee's behalf will call the Bay Street Manager, or if not available, the Human Resources Manager, as early as possible prior to 7:30 a.m.

The person calling will report the probable length of the illness if this is known.

When an employee is ready to return to work following illness, the employee will call the Bay Street Branch Manager, or if not available, the Human Resource Manager, as early as possible prior to 7:30 a.m.

Signed on behalf of:

THE EMPLOYER

THE UNION

LETTER OF UNDERSTANDING

PART TIME EMPLOYEES

The employer will complete a list of persons who are considered to be satisfactory prospective employees who may be called upon for available work of a part time nature.

A copy of such list will be provided to the union.

Part time employees will be scheduled for minimum periods of four (4) hours (unless Union and Management agree the employee may be scheduled for less) and will be utilized for lunch hours, data clean-up, busy days and sickness. The employer will restrict the use of part time employees to not more than six (6) at any one time, exclusive of temporary employees hired as part time to replace employees absent due to sickness, vacation, maternity leave, leave of absence, or training. Part time employees will not be assigned to jobs of higher rate than full time employees. The limit of six (6) part time employees at one time may be exceeded where necessary to fill in for full time employees working Saturday.

Employees on such list will be first considered for vacancies on full time jobs and if they decline to accept a full time job they will continue as part time employees with no further claim to any vacancy they declined.

A new part time employee will be on probation for the first eight hundred and forty (840) hours of employment.

Date of Hire shall not be a factor in scheduling employees who have worked less than one thousand four hundred (1400) hours.

Employees who have completed one thousand four hundred (1400) hours worked shall have the first opportunity for any available shifts, according to their Date of Hire.

For purpose of accruing seniority and vacation entitlement part time employees will be credited with one (1) year, or portion thereof, for

each one thousand eight hundred and twenty (1820) hours worked. A part time employee's seniority date is determined by taking the date an employee reaches 1820 hours worked, minus one calendar year. This becomes the official seniority date (eg. An employee achieves 1820 hours worked on June 30, 2007, the seniority date becomes June 30, 2006).

Established employees laid off will first be offered part time employment. Where part time opportunity is available it should be assigned to the senior full time or the senior part time employee. When sufficient qualified persons on the list are not available, other part time help may be called.

A new employee hired as a part time employee shall become eligible for the group insurance benefits after completing one thousand eight hundred and twenty (1820) hours.

Signed on behalf of:

THE EMPLOYER

THE UNION
