



FFAW | UNIFOR
Fish, Food & Allied Workers

COLLECTIVE AGREEMENT

Between

**Fish, Food & Allied Workers Union
(FFAW-Unifor)
(Hereinafter called the "Union")**

and

**Community Credit Union Limited,
Marystown, Bay Bulls & Hermitage
(Hereinafter called the "Employer")**

EFFECTIVE

January 1, 2021

to

December 31, 2023

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Article 1 – Purpose

- 1:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all classes of employees in its employ, save and except the Manager, Loans Manager and the Officer Manager, all of which are located at head office.
- 1:02 The purpose of this Agreement is to promote the mutual interests of the Employer, Community Credit Union Limited and its employees after giving full consideration to the financial viability of the credit union and the welfare of the employees.
- 1:03 It is the responsibility of the Employer and all employees to work towards establishing and maintaining a workplace that has a climate of co-operation, professionalism and mutual respect.
- 1:04 The Employer agrees not to sub-contract or contract out work normally done by employees within the bargaining unit provided there are employees within the bargaining unit with the necessary skills and ability who are available to perform the work and provided that the work can be completed cost effectively.
- 1:05 Throughout this Agreement, the masculine shall include the feminine and the singular shall include the plural as the context may require.

Article 2 – Union Security

- 2:01 The Employer will give preference of employment to union members covered under this Agreement who meet the education and experience requirements of the employer, except those who have quit their position or have been dismissed.
- 2:02:01 It is to be a condition of employment that all prospective employees, except for non-bargaining unit positions, sign application forms to join the Union prior to commencement of work with the Employer, and that the Employer upon hiring, shall deduct from the wages of such employees the initiation fee, the union dues, on a weekly basis as advised by the Secretary-Treasurer of the Fish, Food and Allied Workers (FFAW-Unifor) in accordance with their Constitution.

- 2:02:02 Special assessments will only be levied upon union members following acceptance by the membership by secret ballot vote as required by the FFAW-Unifor Constitution, Article Xii, Section 7(I). Following such vote, the Employer will be notified by the Local Executive as to the amount of the deduction.
- 2:02:03 The amount deducted under 2:02:01 and 2:02:02 will be forwarded to the Provincial Office of the Fish, Food and Allied Workers no later than the 15th of each month. The Employer will include the amount deducted for union dues on T4 slips.
- 2:03:01 The Employer shall make it a condition of employment that new employees hired for bargaining unit positions will maintain their membership in the Union as long as they remain employed by the Employer in a bargaining unit position.
- 2:03:02 The Employer agrees to deduct from employees who are returning to work after temporary layoff any amount owing in union dues due necessary to update their membership upon notification from the Secretary-Treasurer of the Fish, Food and Allied Worker (FFAW-Unifor).
- 2:04 The Employer agrees to inform all new bargaining unit employees of the existence of the Union. Upon hiring, each new employee shall be introduced to the appropriate Union Officer and issued a copy of this Collective Agreement.

Article 3 – Management Rights

- 3:01 It is expressly understood and declared that except as modified by the terms of this Agreement, it is the exclusive right of the Employer to manage the affairs in which it is engaged and to direct it's working forces. Without any limitation of the foregoing such rights included but not limited to:
- (a) The introduction of technical improvement changes in the method of operations, installation of systems to improve the services offered to its members and the efficiency of operations.
 - (b) The right to engage, layoff, promote, transfer and for just case reprimand.

- (c) The right to suspend an employee with pay if a suspicion of fraud or dishonesty exists.
- (d) The right to discharge for just cause where there is proven fraud, dishonestly, serious deviation from policy, failure to maintain a fidelity bond, insubordination, abuse of benefits and failure to adhere to Employer confidentiality of information policy.
- (e) The Employer retains the sole and exclusive right to specify the work to be performed and services to be rendered by any employee or employees. The Union will not attempt to compel the Employer to subdivide the work allocated to such employees in order to create additional classifications when, in the opinion of the Employer, such new classifications are unnecessary.
- (f) Management rights are subject to the provisions of this Agreement and should be exercised in a manner that is fair, reasonable and consistent with the terms of this Agreement.

Article 4 – Employee Rights

- 4:01 Any disciplinary action taken by the Employer with respect to an employee may be subject to the grievance procedure set out in this Agreement.
- 4:02 No discrimination will be exercised in the employment, retention or working conditions of an employee because of membership in the Union or for accepting positions, serving on committees or representing the employee covered by this Agreement or on grounds of colour, sex, gender, sexual orientation age or religious or political affiliation.
- 4:03 Employees in the bargaining unit, or a union officer having written permission from an employee, upon signing a request form shall have access to their personnel records no later than the following business day, during office hours and shall, if requested, be provided with copies of material contained in such reports if pertinent to pending arbitration.

4:04 A member of the Local Executive shall receive a copy of any written warning to an employee upon written permission from the employee. The record of any disciplinary action shall be maintained for six (6) months and any record of disciplinary action shall be removed from the employee's personnel file after six (6) months.

Article 5 – No Strike/No Lockout

5:01 During the life of this Agreement there shall be no lockout by the Employer or any strike, sit-down, slowdown, stoppage or suspension of work, complete or partial for any reason by the employees.

5:02 In the event that the procedure for the settlement of contract negotiations has been completed in accordance with the Labour Relations Act, the Union agrees to give the Employer seven (7) days' notice of its intention to strike.

Article 6 – Hours of Work

- 6:01
- (a) The regular hours of work for full-time employees, exclusive of meal periods but inclusive of break period, shall be thirty-seven and one-half (37.5) hours per week Monday to Friday. Management has the right to reinstate Saturday if competition warrants it.
 - (b) The Employer reserves the right to set schedules to better serve Credit Union members. Full-time staff will be notified of such changes one week in advance.
 - (c) Part-time employees having greater than thirty (30) hours of work scheduled normally shall be promoted to permanent part-time employees.
 - (d) Temporary part-time employees' hours of work will be scheduled on an as need basis and will receive two hours' notice of work.
 - (e) If a temporary part-time employee is scheduled to work on a particular day, such schedule shall include at least one period in that day of at least three (3) consecutive hours of

work. The employee may be scheduled or otherwise work on that same day time that is non-consecutive with the three (3) consecutive hours of work.

- (f) If a temporary part-time employee is scheduled to work and work is not available, the employee will be so notified at least two (2) hours in advance of the scheduled starting time, if possible. This responsibility to notify will be considered fulfilled if a sincere effort to make contact is made.
- (g) If after the next week's schedule for temporary part-time employees is posted, additional hours in that week become available, such additional work shall be distributed to temporary part-time employees on the basis of availability, ability and seniority where more than one temporary part-time employees on the basis of availability, ability and seniority where more than one temporary part-time employee possesses relatively equal ability to perform the significant duties of the job.

6:02 Employees shall be permitted one-half (1/2) hour off for lunch on Monday, Tuesday and Wednesday between the hours of 11:30 a.m. and 1:30 p.m. and one (1) hours for lunch on Thursday and Friday between the hours of 11:30 a.m. and 2:00 p.m. and a maximum of one (1) hour for supper between the hour of 4:00 p.m. and 6:30 p.m. provided working hours extend beyond 6:30 p.m. and provided the number of hours required to be worked for that day is maintained. Such hours for lunch and supper are to be scheduled by management.

6:03 There shall be one fifteen (15) minute break in the morning and afternoon during the workday, if an employee is scheduled to work seven and one-half (7.5) hours per day.

6:04 If there is sufficient work available to regularly schedule for a full-time or permanent part-time position, the Employer will not establish two temporary part-time jobs to divide up such available hours as long as it does not interfere with member service.

Article 7 – Overtime

- 7:01 All hours worked in excess of thirty-seven and one-half (37.5) hours per week or eight (8) hours per day shall be paid at the rate of time and one-half (1.5).
- 7:02 The Employer will have the right to require any employee to work overtime as mutually agreed upon.
- 7:03 The Employer will have the right to enter into a mutual agreement with the employee whereby the employee will receive time off in lieu of wages at the overtime equivalent.
- 7:04 There shall be no pyramiding of any premiums under this Agreement.

Article 8 – Statutory Holiday and Sundays

- 8:01 (a) The Employer agrees to pay time and one-half (1.5) for all hours worked on holidays and double time (x2) on Sunday.
- (b) The Employer will have the right to enter into mutual agreement with an employee whereby the employee will receive equivalent time off in lieu of wages.
- 8:02 (a) The following days shall be observed as paid statutory holidays:
- | | |
|----------------|------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Armistice Day |
| Victoria Day | Christmas Day |
| Discovery Day | Boxing Day |
| Canada Day | Civic Day |
| Labour Day | |

* On the condition that banks continue to observe this day.

- (b) All part-time employees shall be paid for statutory holidays on the condition the amount of pay equals the previous week's day's pay match the holiday.

- 8:03
- (a) All full-time and permanent part-time employees plus part-time employees shall be eligible for one (1) paid floating holiday plus one (1) additional floating holiday after five hundred (500) hours worked each year.
 - (b) New/probationary employees are required to have worked three hundred (300) hours in order to be eligible for the first paid floating holiday.

Article 9 – Callout Time

- 9:01
- Any employee who has gone home and is called into work outside regular working hours, including ATM alarms, shall be paid at one and one-half (1.5) times the employee's regular rate in any case for not less than three (3) hours. She/he shall be permitted to leave when the job is finished if no other assignment is designated by management. This would not apply if an employee was requested prior to completion of her last regular scheduled day's work to come in to start her next regular scheduled day's work earlier than her normal starting time.

Article 10 – Vacations

- 10:01
- (a) All full-time, permanent part-time and part-time will be entitled to the following paid vacations:
 - (i) Up to three (3) years from anniversary date of hire – two (2) weeks' vacation;
 - (ii) Upon completion of three years from anniversary date of hire to eight (8) years – three (3) weeks' vacation;
 - (iii) Upon completion of eight (8) years from anniversary date of hire to fifteen (15) years – four (4) weeks' vacation;
 - (iv) Upon completion of fifteen (15) years from anniversary date to hire to twenty-two (22) years – five (5) weeks' vacation;

(v) Upon completion of twenty-two (22) years from anniversary date of hire and over – six (6) weeks' vacation.

(b) All temporary part-time employees shall receive vacation entitlement at a rate of 4% of gross salary to be paid weekly or to be taken at a time when vacation request is granted.

10:02 A vacation list will be circulated during the first three (3) months of the year.

Vacation shall be taken as follows unless otherwise requested and agreed to by management. Management agrees not to be unreasonable in dealing with requests for changes.

Entitlement **Vacation Period Requirement (Weeks)**

Two (2) weeks	Two, one and one
Three (3) weeks	Three, two and one
Four (4) weeks	Two and two, one and three
Five (5) weeks	Two and three, four and one

An employee can exercise her/his seniority for only one vacation period selected in any one vacation year.

10:03 Should an employee be hospitalized before or during her/his scheduled vacation, she/he may request another vacation time for either the whole or such unused portion of her/his vacation. In this instance confirmation of hospitalization may be required and seniority will not be a consideration in rescheduling the holiday.

10:04 If a holiday occurs during an employee's vacation period, her/his vacation will be extended by one extra day, upon approval of management, to be taken in conjunction with her/his vacation or another day as is mutually agreeable. If an employee leaves the Employer, she/he shall be paid for all vacation credits owed to her/him at the time of separation.

10:05 Full-time employees shall be allowed to take vacation anticipated to be earned in that calendar year in advance for the balance of that calendar year, but recovery of any unearned portion will be made if an employee quits or is discharged. New employees may

not take vacation during their first three (3) months of employment.

- 10:06 For part-time employees a year of service under this clause shall mean each one thousand (1000) hours worked per year.
- 10:07 Letter of Understanding – Christmas Vacation Periods (Attached)
- 10:08 All employees can carry over unused vacation into the following year, but be used before March 31st of the following year.

Article 11 – Job Security

- 11:01 The Employer is aware of the importance of job security of its employees and will notify the Union and the affected employees within one (1) month of any planned changes in its operation which would clause of permanent reduction of the workforce.
- 11:02 In the event it is not possible to continue the employment of employees whose positions have become redundant, the Employer will pay to the affected employees severance pay of one full weeks' regular pay for every full year of service.

Article 12 – Occupational Health & Safety

- 12:01 The Employer, the Union and all employees agree to cooperate in the prevention of accidents and the promotion of safety and health in the workplace and the Employer shall make reasonable provisions for the safety and health of employees during working hours.
- 12:02 The Employer, Union and employees agree to comply with applicable provisions of the Newfoundland and Labrador Occupational Health and Safety Act.

Article 13 – Job Postings & Vacancies

- 13:01 The filling of permanent bargaining unit vacancies shall use the following procedure:
- (a) A job posting shall be posted on the bulletin board

for a period of five (5) working days. All employees away on leave will be notified.

- (b) The posting shall contain a job description of duties as well as qualifications including education and experience requirements.
- (c) Where the Employer decides to fill a vacant permanent position on a temporary basis, the most senior person qualified to do the job shall be given the assignment. If there are no employees qualified for such temporary assignments, the Employer may make whatever assignment it considers necessary.
- (d) Selection shall be based upon the candidate's ability, education and experience as assessed by the Employer. When more than one employee possesses relatively equal ability to do the job, seniority shall govern. Whenever possible, existing employees of the Employer will be selected or promoted for such positions if they qualify.
- (e) When a position which the Employer initially establishes as a permanent part-time position is determined later by the Employer to be a full-time position it shall then be posted.

13:02 Management has the right and responsibility to fill permanent non-bargaining unit position vacancies. Bargaining unit employees who meet the education and experience requirements as assessed by the Employer will be given preference in the filling of these positions.

13:03 Where the employer determines there is a need to fill a non-permanent vacancy of up to three (3) weeks' duration, it shall be offered to interested employees on the basis of ability and seniority.

Article 14 – Maternity Leave

14:01 (a) A pregnant employee may apply for maternity leave without pay by giving the employer two (2) weeks advanced written notice and where possible her anticipated confinement date. Company agrees to follow guide lines of government regulation for time off on leave. Such leave

shall not be terminated less than six (6) weeks following the actual confinement date without written permission by the employee's physician. However, if no other suitable work can be found (the pay for which shall be the employee's regular rate) the Employer may require the employee to commence leave of absence without pay at a time when the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy.

- (b) A pregnant employee may apply for up to ten (10) weeks of parental leave without pay upon giving the Employer at least four (4) weeks advance written notice, such leave to commence immediately upon completion of the maternity leave specified in paragraph (a) above.

14:02 Employees on maternity leave or parental leave shall be entitled to the following benefits while on such leave:

- (a) Those benefits plans cost shared between the Employer and the employee shall continue to be cost shared for a maximum of twenty-six (26) weeks and thereafter continue at the cost to the employee.
- (b) An employee upon her return from leave shall resume her former position or if that position no longer exists one which is comparable in nature at the rate of pay applicable to the position.
- (c) An employee shall accumulate seniority while on maternity leave.

14:03 An employee on maternity leave of absence or on general leave in conjunction therewith shall be required to give two (2) weeks' written notice of her intention to return to work.

Article 15 – Sick Leave

15:01 Sick leave is that period of time an employee is unable to perform her duties because of illness, or injury which is not compensable under the Workers' Compensation Act.

15:02 (a) Sick leave for full-time, permanent part-time and part-time

employees shall be earned with pay at a rate of one day for each month worked.

- (b) Employees will be permitted to carry unused sick days from one calendar year to the next. A maximum of forty-five (45) unused sick days can be accumulated over time and carried over to the next year.
- (c) Letter – Re: CUCNS – Long Term and Short Term Disability.

- 15:03 An employee may be required to undergo, without cost to her/him, medical examination(s) by a physician of the employee's choice prior to employment or completion of her probationary period.
- 15:04 Sick leave shall not apply where an employee is already on a leave of absence, including vacation holidays, or any other leave specified in this Agreement.
- 15:05 Except in extreme circumstances where it is impossible for the employee to do so personally, (when the notification may be made by an adult relative of the employee), in the case of an absence of an employee due to sickness the employee must notify his immediate management supervisor before the commencement of the normal shift. In the case of an employee leaving the job because of sickness, the employee's management supervisor must be notified immediately. The Employer reserves the right to a second opinion on any reported illness of an employee by a doctor mutually agreed upon.
- 15:06 The Employer may while an employee is receiving sick benefits, have an official of the Employer contact the employee on any occasion at a reasonable time to ascertain the nature and extent of the Employee's sickness.
- 15:07 A doctor's note may be required for sick leave in excess of three (3) days.
- 15:08 (a) Full-time, permanent part-time and part-time employees shall be granted three (3) family leave annually and two (2) personal day.

Family leave is to attend to needs of family members during

working hours, or any other just cause permitted by management.

Personal days are for personal matters or unplanned events that cannot be taken care of during the employee's regular work hours. Leave should be requested with as much notice as possible and is subject to management approval, based on business requirements.

Personal days are not intended to be vacation days

- (b) (i) Family leave can be taken in two (2) hour increments.
- (ii) time off of less than a half (1/2) day may be provided as mutually agreed upon
- (c) New employee's family days; one (1) day for every four (4) months worked up to a period of one (1) year. After one (1) year of service 15:08(a) applies.

15:09 Benefit plans cost shared between the Employer and the employees shall continue to be cost shared while on sick leave to a maximum of twenty-six (26) weeks and thereafter continue at the cost to the employee.

Article 16 – Education/Training

16:01 The Employer will endeavor to provide educational opportunities for the employees that will make them more effective in performing their job responsibilities. To this end, the Employer will endeavor to provide reasonable notification to all employees of relevant job related approved courses. Any employee who is required by the Employer to take any such course to upgrade present or obtain new skills useful to the performance of that employee's job shall be reimburses the approved costs of such course upon successful completion of the same.

16:02 Where education/training is attended outside normal working hours, the employee will be paid for time spent participating in that education/training.

16:03 The Employer has the right to require employee attendance at

Employer paid courses.

- 16:04 Annually each employee's educational requirements and career aspirations will be reviewed during the employee's annual performance evaluation review.
- 16:05 The employees agree to make a reasonable effort to attending and participate in training.
- 16:06 Commencing with the signing of this Agreement and annually thereafter departmental supervisors will meet with each employee within their department to determine the employees' career aspirations. Based on the employee's aspirations and subject to business conditions and availability of time and personnel resources, the Employer will make reasonable efforts to provide relevant training for new employees and for existing employees within the bargaining unit commencing with the most senior employee. It is agreed that training is for the mutual benefits of the employee and the Employer. To this end, it is agreed that the employees will make a reasonable effort to cooperate and participate in such training.

Article 17 – Labour Management Committee

- 17:01 It is agreed that a Labour Management Committee will be established consisting of one (1) employee representative of the Union for each branch and one (1) employee representative of management to meet for the purpose of addressing any problem(s) which may arise from time to time. For practical reasons, each employee representative may be required to meet with the management representative on a branch by branch basis.
- 17:02 The committee shall meet on a regular basis at a mutually agreeable date, time and place.
- 17:03 Two copies of the minutes of each meeting of the committee (one for each party) shall be prepared and signed if agreed, by representatives of each of the parties who attended the meeting as promptly as possible after the meeting. A copy of the minutes is to be forwarded to Occupational Health and Safety.
- 17:04 The committee shall not have jurisdiction over salaries or any

matter of collective bargaining, including the administration of this Collective Agreement. The committee shall not supersede the activities of any other committee of the Union or of the employer, and does not have the power to bind either the Union or its members of the Employer to any decisions or conclusion reached in their discussion. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

Article 18 – Leave

18:01 Leave for Union Business

Up to ten (10) days per calendar year total for the shop steward or alternate in the bargaining unit shall be available for leave of absence without pay to attend Union convention or educational programs. No more than one employee in the bargaining unit may be on such leave at any one time. The Union agrees to keep in mind the Employer's business and personnel requirements at particular times of the year and of the month and will give as much written notice of such requested leave as is possible. The Employer shall not unreasonably withhold permission for such leave.

- (a) If in any year, the above ten (10) day limit is reached, the Employer will consider on a case by case basis requests for additional leave under this clause, permission for which shall not be unreasonably withheld.
- (b) Upon the written request of the Union, the Employer will grant such time off as may be necessary for negotiations for the renewal of this Agreement which are conducted during regular working hours for up to one (1) employee selected by the Union as it's negotiating team (up to five (5) days of negotiations) after which time any time off that is granted for negotiation purposes for such members of the Union's negotiating team shall be paid for by the Union.

18:02 Bereavement Leave

- (a) Up to five (5) scheduled working days with pay, including the day of the funeral, due to death of the employee's

father, mother, husband, wife, common-law spouse, sister, brother, son, daughter or grandchild.

- (b) Up to four (4) days scheduled working days with pay, including the day of the funeral due to the death of the employee's father-in-law, mother-in-law, grandfather, grandmother, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) One (1) day with pay to attend the funeral of the employee's aunt, uncle, nephew, niece or first cousin and one day for funeral taken place out of town.
- (d) Travel time of up to one (1) working day may be granted by management in the case of out of town travel regarding 18:02(a) or (b).

18:03 General Leave

The Employer in its sole discretion, may grant an employee who has been employed for at least one (1) year continuous service a leave of absence provided that the time granted for any leave of absence shall be specified in writing. Unless otherwise specified, such leave shall be without pay or any other benefits, but no loss of seniority.

- 18:04 The Employer shall grant leave of absence without loss of benefits or seniority to employees who lose time as a result of the jury selection process or actual service as a juror or a witness in any court. The Employer shall pay such an employee the difference between her normal earnings for such lost time and the payment she/he received for jury duty. Employees will present proof of service and the amount of payment received. An employee released from such jury duty shall return to complete that part of the work shift she/he would have lost had the jury duty continued.

Article 19 – Seniority

- 19:01:01 Seniority shall mean accumulated service from the most recent date of hire. Seniority lists showing, for each employee listed thereon:

- (a) name,
- (b) classification, and
- (c) all branches will receive an employment seniority list to be posted annually. As soon as they are aware of any errors or omissions, employees shall have the right to grieve. A copy of each list shall be forwarded to the Provincial Office and the Local Unit at the same time as it is posted in the Office.

19:01:02 The Employer shall provide the Provincial Office and the Local Unit with all necessary information relating to the following matters for employees within the bargaining unit:

- (a) a list of employees including their names, addresses, phone numbers and classifications ranked according to seniority (to be showed on a seniority list), and upon request a mailing list of all employees;
- (b) job postings;
- (c) discharges, suspensions and written warnings with the employee's approval; and
- (d) new hires, resignations, promotions, retirements and deaths annually.

19:02 New employees will be regarded as probationary for the length of period it takes to become bonded, but upon the successful completion of the probationary period, the employee's seniority shall be dated as of the more recent date of hire. During the probationary period, dismissal for lack of aptitude shall not be the subject of grievance, however, all other terms of the agreement shall apply.

19:03:01 In matters concerning lay-off, recall, the filling of permanent vacancies and permanent transfers of employees, the Employer shall select individuals on ability and where two (2) employees are deemed by the Employer to be relatively equal, seniority shall govern. When an employee permanently transfers to a new classification, his seniority in that new classification shall be from the initial date of hire, as it was in his former classification.

- 19:03:02 Vacancies and new positions of a permanent nature within the bargaining unit shall be posted on the bulletin board for five (5) working days, with all members of the bargaining unit having the right to apply.
- 19:03:03 Employees exercising their seniority rights in a permanent layoff or job redundancy will be granted their preference in another job classification within the bargaining unit, if one exists at the same rate of pay or at a lower classification at the pay rate for that position, on a permanent move to which their ability entitles them.
- 19:03:04 Seniority shall be recorded and applied on a Credit Union basis.
- 19:04 All temporary transfers of employees for the period of five (5) working days or less shall be at the discretion of the Employer.
- 19:05 Employees shall retain and accumulate seniority:
- (a) while on layoff up to twenty-four (24) months; and
 - (b) while on sick leave, Workers' Compensation, pregnancy leave.
- 19:06 Employees shall lose all seniority if:
- (a) discharged for just cause;
 - (b) quit; and
 - (c) fail to return to work without just cause following layoff and after being notified of the availability of work.

Article 20 – Grievance Procedure

- 20:01 When an employee has a grievance alleging there has been a violation or misinterpretation of the Agreement, the employee and/or a Shop Steward shall process such grievances without stoppage of work according to the following procedure:

Step 1: Discuss the matter, within five (5) days of becoming aware of the incident giving rise to the grievance,

with the supervisor concerned who shall give a decision thereon within five (5) days.

Step 2: If the grievance is not resolved by the shop steward or his designated alternate, and the grievor shall meet with the supervisor in an effort to resolve the matter. Such a meeting will be held within five (5) working days of the conclusion of Step 1 and the supervisor will notify the shop steward and the grievor of the decision within five (5) working days.

Step 3: If the response is not acceptable, then the grievance shall be put in writing and submitted to the General Manager or his designated representative who shall call a meeting within five (5) working days in an effort to resolve the matter. At this stage, such other representatives of the Union, as may be designated, may be called in by the Union. The matter will be decided and a written reply given within ten (10) working days.

Step 4: If satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 3 above, either party by written notice to the other, shall have the right to appeal the dispute to arbitration as herein provided.

20:02 The Union has the right to grieve on behalf of any employee or employees, including the right to claim damages on behalf of the employee(s) with the approval of the employee(s).

20:03 Grievances arising directly between the Union and the Employer shall be submitted at Step 3.

20:04 The Employer agrees that when an employee is to be disciplined, he/she shall be accompanied by his/her shop steward. The employee and the shop steward may confer privately on the request of either of them. An employee may request in the presence of his shop steward, that the shop steward leave the meeting. All grievances at steps 1, 2 and 3 shall be processed promptly on Employer's time with no loss of pay or benefits to the employees involved. Employees shall be accompanied by their shop steward at all times in meetings involved in each step

of the grievance procedure.

- 20:05 In recognition of the importance of having matter in dispute resolved as quickly and expeditiously as possible, the Employer and the Union agree to co-operate and work jointly on ensuring a more effective application of the disputes resolution procedure under the Collective Agreement. This activity shall include:
- (a) ensuring that grievances are filed as soon as a member of the Bargaining Unit or the Local Executive becomes aware of the issue;
 - (b) ensuring that responses by the Employer at each step of the grievance procedure are adhered to and that referrals by the Union to the next step are not delayed;
 - (c) implementing accelerated Arbitration Hearings for those grievances that cannot be resolved under the Grievance Procedure. This shall include the selection of a panel of arbitrators who shall agree to meet, preferably in rotation, on a regular basis to adjudicate grievances referred to them.
 - (d) the parties will endeavor to, as far as practically possible and without prejudicing their position at arbitration, agree on the fact prior to arbitration and will, where possible, proceed by way of stated case; and
 - (e) the parties also agree that on each case they may be mutual agreement, waive the right to examine or cross-examine witnesses, or require the arbitrator to review all of the evidence within the body of the award. The parties will also agree, where warranted, to accept oral judgements and decisions, subject to the right of either party to request a subsequent written award.

Article 21 – Arbitration

- 21:01 Any matter in dispute between the Employer and the Union involving the interpretation, application, operation or alleged violation of any article of this agreement may, in the event of failure to reach agreement thereon, be referred by either party to arbitration by an arbitrator.

- 21:02 The party desiring to submit a matter to arbitration may within fourteen (14) days after exhausting the grievance procedure, notify the other party of the nature of intent to arbitrate. This notice shall state the matter at issue and shall state in what respect the agreement has been violated or misinterpreted. The notice shall also stipulate the nature of the relief or remedy sought.
- 21:03 Within ten (10) days after the date of delivery of the foregoing notice, both parties shall meet to agree on the selection of the arbitrator.
- 21:04 If the parties cannot reach an agreement on the selection of an arbitrator within ten (10) days, then either party may request the Minister of Advance Education, Skills and Labour of the Province of Newfoundland and Labrador to appoint an arbitrator.
- 21:05 After the arbitrator has been appointed by the foregoing procedure, the arbitrator shall convene a meeting at the earliest possible date with both parties present. After hearing the evidence of both parties, the arbitrator shall render a decision as soon as possible, but in no event longer than thirty (30) days following the hearing.
- 21:06 Whenever the incident causing the grievance includes a loss in earning or a loss in benefits, the arbitrator is empowered to order that such loss in benefits, or part of such loss, shall be reimbursed or restored to the employee. In a disciplinary case, the arbitrator is empowered to order a reduced penalty.
- 21:07 The decision of the arbitrator on the matter at issue shall be final and binding on both parties, but in no event, shall the arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.
- 21:08 The time limits referred to in the foregoing grievance and arbitration procedure shall be expanded or compressed by mutual consent of both parties to the arbitrator.
- 21:09 No grievance shall be defeated or denied by any technical objection occasioned by clerical, typographical or similar technical error or by inadvertent omission of a step in the grievance procedure.

21:10 Each party shall pay its own costs and the fees and expenses of its witnesses. The fees and expenses of the arbitrator shall be shared equally between the parties. Members of the Bargaining Unit who are to be called as witnesses at arbitration hearings shall receive permission to be absent from work to attend such hearings.

Article 22 – Benefit Plan

22:01 The Employer agrees to participate in a benefit plans as follows:

(a) Group Insurance Plan

For each full-time, permanent part-time and part-time employee, the employer will pay 55% of the premiums of any group insurance plan negotiated under this agreement and the employees will pay 45%.

(b) Pension Plan

The employer will offer a matching contribution pension plan whereby the employer will agree to pay up to 6% of gross salary to an RRSP plan on behalf of all full-time, permanent part-time and part-time employees given that the employee contributes an equal portion. Employees with ten (10) year of service, Credit Union will match up to 7%.

(c) Severance Pay

An employee who has twenty (20) or more years of continuous service in the employ of the Community Credit Union and has reached 55 years of age is entitled to be paid upon termination due to retirement, lay-off or resignation, severance pay equal to the amount obtained by multiplying his/her weekly salary by twelve (12).

As this is a pension plan, the employee is not permitted withdrawal from the plan until the earliest termination of employment or retirement.

(d) An employee with eighteen (18) to nineteen (19) years of

service and has reached the age of fifty-five (55) years is entitled to be paid upon termination due to retirement, lay-off or resignation, severance pay equal to the amount obtained by multiplying his/her weekly salary by seven (7).

Article 23 – Pay in Higher Paid Job

23:01 When an employee is temporarily assigned to do a job paying a higher rate for a period of three (3) days and does work which involves doing all of the duties and having all of the responsibilities of the higher job during the assignment, the employee shall move to step 1 of that position. When some of the duties and responsibilities are performed, the employee shall receive up to one dollar (\$1.00) per hour. Should two (2) people perform the duties, each employee will receive the one dollar (\$1.00) per hour to the maximum rate of the higher classification.

Article 24 – Harassment Based on Gender

24:01 The Employer and the Union agree to take every reasonable action to eliminate sexual harassment in the workplace.

24:02 Complaints under this Article will be dealt, by the employer and the Union, with all possible confidentiality.

Article 25 – Technological Change

25:01 The employer will meet with the Union and discuss any pending technological changes that would render a full-time or permanent part-time position redundant.

Article 26 – Amendment

26:01 It is agreed by parties to this Agreement that any provision in this Agreement, other than duration of agreement, may be amended by mutual consent of the employer and the Union.

Article 27 – Term of Agreement

- 27:01 This Collective Agreement shall come into full force and effect January 1, 2021 for a period of thirty-six (36) months from the date, following which it shall automatically renew itself from year to year unless notice is given by either party to the other within ninety (90) days next preceding the 31st of December 2023 or anniversary date thereof of a desire to amend or terminate this Agreement.
- 27:02 During the course of any negotiations subsequent to such notice being given, the Collective Agreement shall remain in full force and effect.
- 27:03 It is understood that this Collective Agreement replaces agreements and understanding that may have been in effect by and between the parties hereto.

Schedule A

Classification	Jan. 1, 2021	Jan. 1, 2022	Jan. 1, 2023
Loan Officer 2			
Step 1	\$24.60	\$25.46	\$26.35
Step 2	\$25.18	\$26.06	\$26.98
Step 3	\$26.74	\$27.68	\$28.65
Loans Assistant			
Step 1	\$19.25	\$19.92	\$20.62
Step 2	\$19.90	\$20.60	\$21.32
Step 3	\$20.93	\$21.66	\$22.42
Head Teller/Loan Assistant			
Step 1	\$19.19	\$19.86	\$20.56
Step 2	\$19.88	\$20.58	\$21.30
Step 3	\$21.98	\$22.75	\$23.55
Head Teller			
Step 1	\$19.04	\$19.71	\$20.40
Step 2	\$19.35	\$20.03	\$20.73
Step 3	\$19.53	\$20.21	\$20.92
Loan Officer 1			
Step 1	\$22.23	\$23.01	\$23.82
Step 2	\$23.35	\$24.17	\$25.01
Step 3	\$24.54	\$25.40	\$26.29
Office Assistant			
Step 1	\$19.88	\$20.58	\$21.30
Step 2	\$20.63	\$21.35	\$22.10
Step 3	\$22.83	\$23.63	\$24.46
Teller			
Step 1	\$17.98	\$18.61	\$19.26
Step 2	\$18.33	\$18.97	\$19.64
Step 3	\$18.51	\$19.15	\$19.82

In response to commercial loans if or when becomes reality – At a point when commercial lending becomes a significant product at Community and requires a designated position the management of Community Credit Union will return to discussions with the Union.

In response to relief person/student during prime vacation time – we will continue to do our best to provide the staff with adequate coverage during peak vacation times while ensuring we address the needs of the business and staffing requirements.

DATED at _____ in the Province of Newfoundland, this
_____ day of _____, 2020.

SIGNED on behalf of **Community Credit Union Limited**

Witnessed by:

SIGNED on behalf of **Fish, Food & Allied Workers (FFAW-Unifor)**

Witnessed by:

Letter of Understanding