

COLLECTIVE AGREEMENT

BETWEEN



EAST COAST CREDIT UNION LTD.

(hereinafter called the "Employer")

- and -



UNIFOR, LOCAL 2107

(hereinafter called the "Union")

**Signed this 7 day of June, 2023
(expires December 31, 2026)**

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ARTICLE 1 PURPOSE

- 1:01 The purpose of this Agreement is to promote and maintain harmonious relations between the East Coast Credit Union and its bargaining unit employees currently employed at three branches in Antigonish, New Glasgow and St. Andrews; to provide an amicable method of settling grievances which may from time to time arise; to promote the mutual interests of the East Coast Credit Union and its bargaining unit employees currently employed in those three locations; and to provide for the carrying on of the East Coast Credit Union's business under methods which will further to the fullest extent possible the safety and welfare of its employees together with efficiency and economy of operation and service to members.
- 1:02 The Employer and Unifor are committed to providing a harassment-free workplace. Harassment is defined as a "course of vexatious comments or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the *Nova Scotia Human Rights Act*. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility and includes areas such as offices, rest rooms, tearoom, lockers, boardroom, education room and parking lot.

Filing a complaint:

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:

- Request a stop of the unwanted behaviour;
- Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome;
- Document the events, complete with times, dates, location, witnesses and details;
- Report the incident to Supervisor and Union representative.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union representative and company official.

Upon receipt of the complaint, the Supervisor/Company Official and Union representative contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Manager and the Unit Chairperson.

A formal investigation of the complaint will then begin by the Chairperson and the Manager or their designates, interviewing the alleged harasser, witnesses and other persons names in the complaint. Any related documents may also be reviewed. Should the complaint involve sexual harassment/discrimination, the process will include a woman.

Resolution:

The Chairperson/Unit Chair and the **VP, People & Culture** or their designates will then complete a report on the findings of the investigation. The Chairperson/Unit Chair and **VP, People & Culture** will make a determination on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Company and National Unifor policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into the second step of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at the second step of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the collective agreement. The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All documentation is to be secured in a location agreeable to both parties.

All employees have the right to file a complaint with the provincial Human Rights Commission and to seek redress under the Human Rights Code.

Training:

The company and the union agree that there will be annual anti-harassment training provided.

1:03 This Agreement shall be the complete and full statement of the Collective Agreement between the Employer and the Union.

1:04 Gender neutral language shall be used throughout the Collective Agreement words in the singular include the plural and words in the plural include the singular.

ARTICLE 2 RECOGNITION

2:01 The Employer recognizes the Union as the sole collective bargaining agent for the employees defined in the bargaining unit as contained in Certification Order No. 3320 issued by the Nova Scotia Labour Relations Board currently working in the job classifications specified in Schedule "A" at its three (3) branches/**locations** in Antigonish, New Glasgow and St. Andrews.

2:02 No employee shall be required to make any agreement with the Employer which conflicts with the terms of this Agreement.

2:03 (a) Should the Employer create a new job or significantly change an existing job in the bargaining unit the parties shall meet to discuss the changes and attempt to agree on whether such new or changed job is within or outside of the bargaining unit. If within a period of twenty (20) working days, they are unable to reach agreement, then either party may refer the matter to the Labour Relations Board for resolution **or initially request mediation**.

(b) If the parties agree that any new or significantly changed existing job is within the bargaining unit, then they shall meet to negotiate the salary and discuss proposed duties for the job for a period of up to twenty (20) working days. If no agreement on salary is reached, the parties may utilize the services of a compensation consultant to compare and recommend the salary for a similar position in a unionized credit union in Canada. The decision of the consultant will prevail until the contract is renegotiated.

(c) The Employer appreciates the concern of the employees in the bargaining unit that job duties **are not** changed too frequently. The Union and the employees appreciate the Employer's concern that it must ensure the Employer's business remains competitive and in tune with sometimes rapid changes in the financial sector which often require rapid job duty adjustments to meet such challenges. Therefore, the parties, sensitive of each other's concerns as noted above, agree to cooperate meaningfully when and if such changes to job duties are necessary.

(d) Within 30 **working** days after ratification of this Agreement, the Employer will provide to the Unit Chairperson copies of up-to-date bargaining unit job descriptions. Revisions to such job descriptions shall be provided to the Unit Chairperson within thirty (30) **working** days of implementation of such revisions.

- 2:04 (a) Wherever in this Agreement or Letters of Understanding or Agreement the word "employee" or "employees" is used this shall include full-time and part-time employees except where the language specifically states otherwise.
- (b) **The term "part-time employee" means an employee who is regularly scheduled to work 20 hours or more within five (5) consecutive work days but less than the normal hours of work for a full-time employee. Employees remain part-time when replacing a full-time employee is out of their position on:**
- LTD/Short-term disability
Maternity/Parental Leave
Leave of Absence (30 days or more)
Transfer pursuant to article 9:03
- (c) **Should a part-time employee work thirty-seven (37) hours per week for six (6) consecutive months, subject to 2:04 (b), they will be moved to full-time employee status.**

2:05 **The Employer agrees that it will not use students or part-time employees in such a way as to result in a layoff of any full-time bargaining unit employees.**

2:06 **Students will be employed during the summer school break to work available hours only after the part-time employees have been offered and decline to work such hours. The maximum number of students employed during the summer school break during the life of this agreement will be two students per year in the Antigonish location and one student per year in the New Glasgow location.**

2:07 **No present full-time position will be changed to a part-time position while it is occupied by a present full-time employee.**

**ARTICLE 3
NO INTERRUPTION OF WORK**

3:01 **It is agreed that there shall be no strikes, work stoppages, slowdowns, picketing or any other interruptions of normal work by the employees covered by this Agreement and/or the Union during the duration of this Agreement and it is agreed that there shall be no lockouts by the Employer during the duration of this Agreement.**

**ARTICLE 4
MANAGEMENT'S RIGHTS**

4:01 **The Management of the East Coast Credit Union shall remain the exclusive right of management except where the right is limited by this Collective Agreement. Management agrees to exercise its rights so as to not conflict with other provisions of this Agreement.**

4:02 The Employer reserves the right to discipline and discharge employees for just cause. Without restricting this general right, it is agreed that the Employer may discipline (up to and including discharge in an appropriate case) any employee for the following offences;

- (a) stealing, falsifying statements or records, breach of confidentiality, ceasing to be bondable, defrauding customers, or any other form of dishonesty;
- (b) reporting for work under the influence of alcohol or drugs or being under the influence of alcohol or drugs while on duty;
- (c) assaulting any supervisor or other employee or any member of the Employer;
- (d) refusing to **follow** a legitimate order of a supervisor.

4:03 No employee in a managerial capacity shall perform work that is normally performed by employees of the bargaining unit except when assisting or training bargaining unit employees;

- in providing daily meal and break relief in the St. Andrew's Branch,
- in the installation, removal or maintenance of new technology, methods, or services;
- or in emergency situations to meet the demands of business.

The intent of this clause being to recognize some reasonable degree of overlap in the functions of management and the bargaining unit, providing doing such work does not directly result in the lay-off or **reduction of scheduled working hours** of any bargaining unit employees.

ARTICLE 5 NO DISCRIMINATION

5:01 No employee will be unlawfully interfered with, restrained, coerced or discriminated against by the Company or the Union, their officers or agents on the grounds of discrimination specified in the Nova Scotia *Human Rights Act*. The Company further commits that no employee will be unlawfully interfered with, restrained, coerced or discriminated against by the Company, its officers or agents because of membership in, or lawful activity on behalf of the Union.

5:02 **The Employer and Union recognize the requirements to comply with legislation and regulations as they pertain to the accommodation of employees. Any employee who receives medical advice that, due to illness or injury, they are unable to perform the duties of their full time or part-time classification must report to the Human Resources Department with a letter from an appropriate medical practitioner stating the limitations. Notification will be provided to the Union when a request for accommodation is submitted.**

The Union will participate in the accommodation process provided the employee consents.

**ARTICLE 6
DUES CHECKOFF**

6:01 The Employer agrees to deduct from the pay of all employees covered by this Agreement Union dues required to be paid by all members of the Union who are employed by the Employer as **per the Unifor Constitution by the following method:**

- (a) **Union dues will be calculated and deducted on a bi-weekly basis based on 1.35% of the employee's regular hourly rate.**
- (b) **The Employer agrees to remit such dues deducted, together with a list of the following information; names of employees, rates of pay and employees on lay-off to the Union, at its mailing address by last pay of the month. The Employer agrees to indicate on the T4 slip the amount so deducted from the employees concerned.**

6:02 The Union agrees and shall indemnify and save harmless the Employer from any liability or action of any kind whatsoever that may arise out of deductions made from the pay of an employee pursuant to Article 6:01 above.

**ARTICLE 7
SENIORITY**

7:01 **Probation**

- (a) Seniority for full time and part-time employees shall be from the original date of hire after completing a probationary period of **90 days**, which period may be extended **for a maximum of an additional 30 days** by agreement between the Employer, the Union and the employee concerned.
- (b) The Employer may terminate a probationary employee by notice at any time. If the Employer decides to do so without prior notice, it will pay the employee affected one (1) week's pay in lieu of such notice.
- (c) The Employer shall send to the Union a copy of the notice of termination. However, the employee affected shall have the right to grieve and arbitrate such termination, provided that the Employer's decision may be based upon its assessment of the employee's competence, ability, aptitude and general suitability for the job.
- (d) Seniority shall apply from the original date of hire after the employee successfully completes **their** probationary period.

7:02 The Employer shall prepare and post a seniority list within thirty (30) days of signing this Agreement. This list will include both full-time and part-time employees. Any employee shall have thirty (30) working days to challenge the accuracy of this list. Thereafter the list will be deemed to be correct subject to clarification of the challenge. Such seniority list shall be posted in current form every six (6) months thereafter. Under no circumstances can a part-time employee exercise seniority over a full-time employee.

Seniority shall be used as follows:

- (a) Bargaining unit vacancies [See Article **21.01(a)**]
- (b) Filling of non-permanent vacancies [See Article **21.01(b)**]
- (c) Promotion inside the bargaining unit [See Article **21.01(a)**]
- (d) Vacation preference [See Article **18.02**]
- (e) Allocation of available extra hours for part-time employees [See Article **13.02(d)**]
- (f) Bumping rights [See Article 19:03].

7:03 An employee will lose their seniority if the:

- (a) Employee voluntarily quits employment;
- (b) Employee is discharged for just cause and not reinstated under the Grievance Procedure;
- (c) Employee is laid off or on leave of absence for two (2) years or more;
- (d) The employee fails to contact **their** immediate supervisor or the Human Resources Department within **three (3)** working days after recall notice is given to **them** personally or by registered mail **or by email** to **their** last address on file with the Employer indicating **their** intention to return to work within but not later than seven (7) consecutive working days. It shall be a condition of possible future recall from layoff that all employees keep the Employer informed of their current mailing address. An employee shall be deemed to have received notice hereunder when such notice is delivered by registered mail **or by email** to the employee's last address on file with the Employer.
- (e) Employee is promoted to a position outside of the bargaining unit in a permanent capacity and is in that permanent capacity for in excess of sixty (60) days worked.

- (f) The employee receives a permanent total disability benefit as defined by the Benefits Plan. If such employee recovers, the employee will be given seniority equal to the amount of the seniority the employee had on the date such permanent total disability benefit was approved.
 - (g) An employee returning to work after being off 2 years or more shall return to their former position if available at that time or be able for up to 45 working days to exercise **their** seniority as defined in clause 7:03(f) to bump the most junior full time or part-time (whichever the returning employee was when commencing LTD) employee where **they were** employed immediately before going on LTD. The employer will provide training.
- 7:04 (a) An employee selected for promotion to a job outside the bargaining unit (except a temporary promotion for a limited period of time, e.g. maternity leave) will be given up to sixty (60) days worked trial period on the new job to prove competence. If such employee is not suited to the job, then the employee shall be restored to **their** former or similar position at a salary not less than the employee received prior to the trial period
- (b) An employee selected for a position within the bargaining unit will be given up to **90 days** to choose to return to their former position or a similar position if they or management feel that they are not suited for the job.
- 7:05 The Employer will provide at least 2 weeks' notice of lay-off to full-time employees and 1 week's notice of lay off to part-time employees.
- (a) Subject to (b) the order of lay offs shall be as follows:
 - (i) **Student and Probationary** employees
 - (ii) **Part-time** employees
 - (iii) Full-time employees
 - (iv) as per article 19:03
 - (b) In the case of lay-off seniority by branch will govern. Antigonish and St. Andrews are considered one branch and New Glasgow is the other branch. The remaining employees will be given appropriate training and if they have the ability and the skills to do the jobs with training they will have the right to exercise their bumping rights under article 19:03 by branch.
 - (c) Recall from lay-off shall be in reverse order of lay-off. If the duties and or responsibilities of the laid off employee who is recalled have significantly changed, the employer will provide appropriate training/or familiarization which it considers appropriate to enable the employee to successfully reintegrate into the workforce.

- (d) Once an employee at one Branch becomes an employee at the other, **they** shall thereafter be considered an employee at that other Branch for the future operation of this clause.

7:06 Work duties assigned to FSRs off the front line shall be distributed on the basis of seniority and ability to do the required work.

ARTICLE 8 UNION SECURITY

8:01 All present employees will remain and all new employees becoming employed after the signing of this Agreement will, at the time of hiring, become members of the Union for the duration of this Agreement.

8:02 The Unit Chairperson **or their delegate** shall be permitted to have up to one half hour, without loss in pay, during a new employee's orientation by the Employer to introduce the employee to the Collective Agreement, at a time mutually agreed by **them** and the Employer.

8:03 The employer shall provide the Union, with the consent of the Employee, personal email addresses and contact numbers of all bargaining unit members on an annual basis.

8:04 **Labour Management Committee:**

- (a) The Union and the Employer acknowledge the mutual benefits to be derived from joint discussion and consultation and agree to establish a Labour-Management Committee.
- (b) This committee shall be for the purpose of conferring upon matters of mutual interest which are not properly the subject of a grievance or negotiations.
- (c) The Committee shall be comprised of a maximum of five (5) bargaining unit representatives appointed by the Union and a maximum of five (5) Employer representatives.
- (d) The employee representatives shall be selected by the members of the Union and the Employer shall be duly notified in writing of their names.
- (e) The Committee shall meet monthly and the meeting shall be scheduled during regular business hours.
- (f) Representatives of the Union on the above-mentioned Committee shall be paid by the employer as a result of attending such meetings of the Committee.

- (g) **Seventy-two (72) hours prior to the Committee meeting each party shall forward to the other, a proposed agenda of subjects that are to be discussed.**
- (h) **An Employer and a Union representative shall be designated as joint chairpersons and each shall alternate in presiding over the meetings.**
- (i) **The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.**
- (j) **Minutes of such meetings of the Committee shall be prepared by the Employer and signed upon approval of the Co-Chairperson within ten (10) working days of the meeting, and made available on the intranet site.**

ARTICLE 9 WORK SHARING AND COLLABORATION

- 9:01 East Coast **Credit Union** may assign a bargaining unit employee to perform duties either by working directly in a non-union branch/location, remotely for such non-union branch/location or for a support or corporate office. Such work will not be bargaining unit work pursuant to the provisions of the Collective Agreement, or otherwise. Bargaining unit employees working on temporary assignment will be entitled to the full protection of the collective agreement.
- 9:02 All employees in each of East Coast **Credit Union** Departments, whether located in a union or a non-union branch, or in a support or corporate office, are equal members of that Department committed to its success regardless of the location of the performance of the work of the Department.
- (a) The work of any Department may be shared between and among the employees in such Department, whether union or non-union, provided that doing such work does not directly result in the layoff of any bargaining unit employees or a reduction in any such full-time **or part-time** employees hours of work.
- 9:03 If a bargaining unit employee accepts a temporary transfer or work assignment of up to three (3) months to work in, or remotely for, another East Coast **Credit Union** branch or support or corporate office, the employee:
- (a) Will accrue seniority and will resume **their** normal position in **their** regular bargaining unit branch when the work involved ends;

During the time such employee is working in or remotely for that other branch or support or corporate office, **they** will continue to be a member of the bargaining unit with full status and rights as described in the Collective Agreement, e.g. any overtime worked will be treated as if it had been done in

the employee's home branch and in accordance with the Collective Agreement;

- (b) During the time such employee is working in or remotely for that other branch or support or corporate office, **they** may also be assigned work normally performed by or remotely for the benefit of the bargaining unit's operations;
- (c) It is also agreed that any non-union employee may perform bargaining unit work on a temporary assignment for a duration not to exceed three (3) months. Such non-union employee during the duration of the temporary assignment will be employed pursuant to their non-union terms and conditions of employment.
- (d) **When such employee accepts a temporary transfer or work assignment paying a higher rate during the assignment, employee shall receive the higher rate of pay.**

ARTICLE 10 GRIEVANCE PROCEDURE

- 10:01 The Union will appoint and the Employer shall recognize a Committee of a Unit Chairperson and three (3) additional Shop Stewards at the Antigonish/St. Andrews branch/**location** and one (1) Shop Steward at the New Glasgow branch/**location**, all full time and part-time employees of the Employer, to deal with grievances which may arise as to the meaning and application of the provisions of the Agreement. The Committee shall be known as the Grievance Committee. The Union shall inform the Employer in writing of the names of the Chairperson and members of the Committee or any changes therein. The Employer shall notify the Union in writing of the names and positions of the employer representatives who are authorized to deal with grievances under this Agreement, or any changes there may be to such representatives from time to time.
- 10:02 Any grievance must be initiated by the employee within **five (5) working days** (excluding weekends and holidays) of the occurrence having come to **their** attention and shall be dealt with in the following manner:

STEP 1

The aggrieved employee(s) who may be accompanied by a Shop Steward shall first discuss the alleged grievance with **their** immediate supervisor. **The Management supervisor shall provide a response to the shop steward within five (5) working days of such meeting.**

STEP 2

If the grievance is not settled within **five (5) working days**, after the meeting referred to in Step 1, excluding weekends and holidays, the grievance **may** be referred to the Grievance Committee who shall present the grievance **in writing** to the **VP, People & Culture**. The grievance must be signed by the employee(s) and identify the clauses of the Agreement alleged to have been breached and the specific remedy sought. The **VP, People & Culture**, shall within five (5) working days of receipt of the grievance meet with the grieving employee, **their** shop steward, and **their** immediate Management Supervisor, to discuss the alleged grievance. The **VP, People & Culture**, shall render a decision in writing within five (5) working days after the meeting.

STEP 3

If the grievance is not settled at Step 2, the grievance shall be referred in writing to the CEO (**with a copy of the notice to the VP, People & Culture**). The CEO may, within five (5) working days of receipt of the grievance, meet with **the** shop steward, **Unit Chairperson or their delegate** and **their** immediate Management Supervisor, to discuss the grievance. The **VP, People & Culture, Local President and National Representative**, may also be present at that meeting. The CEO shall render **their** decision in writing within five (5) working days after the meeting or within ten (10) **working** days of receipt of the grievance by the CEO.

STEP 4

If a settlement is not reached within **fifteen (15)** working days of receipt of the decision in Step 3, either party may apply in writing for mediation if mutually agreed by both parties.

It is agreed that efficient customer service is the primary concern during hours when the Credit Union is open to members. The processing of grievances above will be done during working hours at a mutually agreed time so as not to interfere with efficient service to members. The normal pay of bargaining unit employees involved will not be reduced.

10:03 Any grievance between the Employer and the Union concerning the interpretation, application, or violation of this Agreement may be submitted in writing by one or the other party, directly to the Employer's representative (**VP, People & Culture**) or to the Union **Grievance Committee**, as the case may be, within fifteen (15) working days of the event giving rise to the grievance.

- (a) In the case of a Union grievance under this clause, if the grievance is not resolved with the **VP, People & Culture**, the Union shall submit the grievance in writing (**with a copy of the notice to the VP, People & Culture**) within a further five (5) working days **at Step 3** to the **CEO**. If the **CEO** determines that there should be a meeting among the relevant management personnel and the Union Grievance Committee, then such

meeting will be held within five (5) working days of receipt of the **Step 3** grievance or such other time as the parties may agree.

- (b) The **CEO** shall render **their** decision within ten (10) working days of receipt of the grievance or within five (5) working days of the meeting, whichever comes first.
- (c) If the Employer is the grievor, the Union shall reply in writing within five (5) working days of receipt of the grievance. If no satisfactory settlement is reached within a further ten (10) working days following receipt of this reply, the grievance may be submitted to arbitration on the terms set forth in Article 11 hereof.
- (d) It is the intention of the parties that the procedure provided by this Article for the Union to file a grievance shall be reserved for grievances of a general nature for which the regular grievance procedure for employees is not available and it shall not be used to by-pass the regular grievance procedure provided for employees above.

10:04 If an employee is dismissed or **suspended** for any reason and feels that they has been unjustly dealt with, **the** employee shall notify the **Unit** Chairperson. The **Unit** Chairperson **or their delegate** shall, within **ten (10)** working days of the dismissal notify the CEO or **their** representative, in writing, of the grounds of objection to such dismissal and such objection shall be dealt with under the Grievance Procedure, commencing at Step 3.

10:05 While it is agreed that the presentation and processing of any grievance must follow the grievance procedure and all steps thereof and within the applicable time limits (**working days excluding Saturday, Sunday and holidays**), the time limits set out in any of the above steps may be extended or reduced by mutual agreement in writing between the parties.

ARTICLE 11 ARBITRATION

11:01 (a) After exhausting all applicable or agreed steps in the grievance procedure in Article 10, the Union or the Employer, as the case may be, shall, if it wishes to go to arbitration, notify the other party within fifteen (15) working days of the end of the grievance procedure in writing.

(b) Subject to **11:02**, arbitration shall be by single arbitrator.

11:02 The decision of the single arbitrator shall be final and binding. The arbitrator shall, subject to Article 4:02 in a discipline or discharge case, have the power to substitute a lesser penalty, but shall have no authority to change, alter, modify, or in any way amend the provisions of this Agreement **and shall render their decision, within thirty (30) calendar days from the final date of the hearing.**

- 11:03 **The parties shall share equally the costs and expenses of the single Arbitrator.**
- 11:04 The time limits in this Article may be altered or extended by mutual agreement of the parties in writing.
- 11:05 Notwithstanding the foregoing, the parties agree that in the case of any grievance about which there is a submission to arbitration pursuant to the above, if they mutually agree, the matter may be dealt with by mediation prior to such arbitration by a mediator mutually agreed by them. In this case, the time limits for arbitration will be suspended until conclusion of the mediation.

ARTICLE 12 SALARIES

- 12:01 The Employer shall pay salaries to full-time/part-time employees in accordance with Appendix "A" for **2023**, **Appendix "B" for 2024**, **Appendix "C" for 2025**, and **Appendix "D" for 2026**.

ARTICLE 13 HOURS OF WORK

13:01 Branch and Back Office

- (a) The regular hours of work for all full-time employees of the bargaining unit shall be seventy-four and a half (74.5) hours bi-weekly.
 - (b) The hours of work **for full time employees will occur between 8:45 a.m. – 6:00 p.m.** Monday to Friday.
 - (c)
 - (i) **Each** full-time employee shall be allowed one-hour unpaid meal break to be scheduled by Management between the hours of 11:45 a.m. and 2:15 p.m.
 - (ii) **Each** FSR working full-time hours shall be allowed one hour unpaid meal break to be scheduled by Management between the hours of 10:45 a.m. and 2:15 p.m.
 - (d) Each full-time employee shall receive two paid fifteen-minute breaks per shift.
 - (e) The Employer will schedule lunch for full-time financial services representatives by seniority and choice within specified lunch periods.
- 13:02 (a) A part-time employee's hours of work will be scheduled within the hours of work specified in 13:01 above.

Once a part-time employee is either scheduled to work or offered unscheduled shifts, **they** will be scheduled or offered a minimum of 20 hours

of work in the next 5 consecutive **working** days. An unscheduled shift offered but declined by the employee will count as part of the 20 hour minimum.

As an example, a part-time employee at New Glasgow who in a particular week is first offered an unscheduled shift on Thursday and works the shift, is then offered an unscheduled shift on Monday, but declines, is then scheduled to work on Tuesday and Wednesday, and is next offered and accepts an unscheduled shift on Friday. In this case, the employee was scheduled or offered four (4) seven (7) hour shifts in the 5 consecutive work days from the previous Thursday; the offer of the unscheduled shift on the Friday commenced the next five consecutive day period during which **they are** required to be either scheduled or offered unscheduled shifts to give **their** next minimum 20 hours of work.

- (b) If a part-time employee is scheduled to work on a particular day, such schedule shall include a **minimum of four (4) consecutive hours of work**. The employee may be scheduled or otherwise work on that same day time that is non-consecutive with the four (4) consecutive hours of work.
- (c) If a 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 notification is not provided, the employee shall receive the pay of their scheduled shift.**
- (d) If after the next week's schedule for part time employees is posted, additional hours in that week become available, such additional work shall be distributed to part-time employees on the basis of seniority and availability. Notwithstanding Article 13:02(a), if there are no part time employees available to work the additional hours, then the employer may offer the unscheduled shift to other available employees. Such an employee has no entitlement to the 20-hour minimum as referred to in 13:02(a).
- (e) If there is sufficient work available to regularly schedule one job for the full-time hours in Article 13:01, the Employer will not instead establish two part-time jobs to divide up such available hours.
- (f) Any part time employee scheduled to work less than six hours will receive one 15-minute paid break. Any part time employee scheduled to work six hours or more will receive a meal period and breaks as per Article 13:01(c) and (d).
- (g) The Employer will post a schedule for those employees who will be scheduled in advance to work and will do this by Thursday of the week before they are required to work the time assigned in that schedule. Unless circumstances make it impractical to do so, the Employer will endeavor to not change the posted schedule without the agreement of the employees affected. A copy of the original schedule for FSRs will be e-mailed, when

posted, to the Shop Stewards. The New Glasgow Branch Schedule for Financial Service Representatives will be e-mailed to the New Glasgow Shop Steward.

The aforesaid schedules shall indicate the days of work, the days of rest, meal breaks and the time of the beginning and end of the shift for that schedule.

13:03 Nothing in this Article shall guarantee any employee any number of hours of work per day, per week or per month.

13:04 Overtime shall be assigned as follows:

- (a) Where the overtime involves the continuation of work done in the course of a normal day, preference shall be given to the employee who did the work that day and second to the employees who normally do that work.;
- (b) If the overtime work required to be done is not work done in a normal course of regular shift hours but is a special assignment such as the doing of bulk RRSP statements, the Employer shall assign such overtime by giving preference within the Department where the work is located by seniority provided the senior employee(s) has the present ability to perform all of the required work.

13:05 All time authorized in advance by the appropriate Management Supervisor, worked in excess of 37.25 hours per week shall be paid at time and one-half of the employee's regular rate for such time worked. It is the FSR's responsibility to balance each day; overtime will not be paid to an FSR who fails to balance.

13:06 Unless not possible due to business requirements, FSRs who are operating cash will be given ½ hour of uninterrupted time to balance if required and all remaining FSRs to balance at end of day. Scheduling to be worked out by the Assistant Manager or their delegate.

In the event of a cash difference, within a reasonable proximity of time when a difference was discovered, FSR will be given the appropriate time to cross-check their own work on the next business day if, in the Employer's judgment business conditions on that day permit.

13:07 Automatic Teller Machines

For all hours when the branches are closed, the parties agree that the non-technical maintenance work (reloading and unjamming) of automatic teller machines and alarms, will be offered first to members of the bargaining unit, on a seniority basis.

Employees called out to service an ATM or check an alarm after regular working hours or on a weekend will be reimbursed \$80.00 per call or overtime, whichever is

greater, per call. Mileage at the Credit Union rate from home to the office shall also be paid.

13:08 Member Advice Centre:

- (a) Employees who work within the Member Advice Centre may be scheduled for work between 8:00 a.m. and 8:00 p.m. seven days per week.
- (b) Subject to the overtime provisions of **Article 13.04** in this Collective Agreement, these Employees will be paid straight time work for all hours worked even if such hours are outside of the regular hours of operation (i.e. evenings and weekends).
- (c) The shift hours for the Member Advice Centre will be included with any job posting for such work.
- (d) Subject to the above, the remainder of Article 13 applies, where applicable, to Employees in the Member Advice Centre.
- (e) No employee will be required to work more than five consecutive days without a rest period of at least two days off unless mutually agreed to between Employer and employee **and union**.
- (f) Schedules, once posted, shall only be changed by mutual agreement of the Employer and the affected employee. **A copy of the original schedule will be emailed, when posted, to the Shop Stewards on Thursday.**
- (g) The Employer shall not schedule split shifts.
- (h) Employees within the Member Advice Centre shall work no more than two (2) weekends out of three (3), unless otherwise requested by the employee.

**ARTICLE 14
LIEU TIME**

- 14:01 (a) When an employee works overtime pursuant to Article 13:04 or on a Sunday or holiday, within and not later than one (1) working day after doing such work, employee may elect to take time off in lieu ("lieu time") at the appropriate rate.
- (b) An employee may accumulate at any one time up to but not greater than fourteen (14) hours of lieu time, provided that, on a case by case basis, up to an additional seven (7) hours of lieu time may be accumulated if mutually agreed by an employee and **their** immediate Management Supervisor.
 - (c) Accumulated lieu time in increments of at least seven (7) hours or such lesser increments as may be agreed, on a case by case basis, by an employee and **their** immediate Management Supervisor may be taken in

time off at such time as may be mutually agreed by the employee and **their** immediate Management Supervisor.

- (d) An employee may at any time cash in units of at least seven (7) hours of lieu time. If requested, the Employer will provide the Unit Chairperson a written summary of the overtime hours worked by the employees in the immediately preceding quarter.

ARTICLE 15 DISCIPLINE AND DISCHARGE

- 15:01 (a) When an employee is required to attend a meeting where discipline is to be given, **or the meeting may result in discipline**, the employee shall be notified in advance of the meeting and of its intent **and be told they have the right to be accompanied by the Unit Chairperson or their delegate**.
- (b) **If the employee does not wish to have a Union representative in attendance at the meeting. The employee would sign a form waiving the right to Union representation such waiver shall not affect the employees right to the grievance process.**
- (c) **The Union will be advised of the meeting, the name of the employee involved and provided with a copy of the waiver.** Unless circumstances do not reasonably permit, the notification shall be at least twenty-four (24) hours in advance of the meeting.
- (d) **The Unit Chairperson or their delegate shall be present at any meeting between a representative of the Employer and an Employee called for the explicit purpose of announcing a suspension or dismissal. If an employee is brought in without union representation, any resulting discipline shall be null and void.**

- 15:02 The record of a particular discipline on an employee's personnel file will be cleared if an employee, for a period of twenty-four (24) months from the date of the issuance of that discipline is not subject to any further discipline of the same or similar nature.

ARTICLE 16 SUNDAYS, HOLIDAYS, AND INTERRUPTION OF NORMAL OPERATIONS

- 16:01 The Employer agrees to pay double time for all hours worked by regular employees on Sundays, and in addition to the regular pay for the Holiday, to pay time and one half (1½ x) for all hours worked on Holidays.
- 16:02 The Employer agrees that, subject to **14:01** & 16:01 above, employees shall observe and be paid for their regular hours of work had they been at work but for the Holiday, on the following days:

New Year's Day
Heritage Day
 Good Friday
 Victoria Day
 Canada Day
 Labour Day

Truth & Reconciliation Day
 Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day
 First Monday in August

To calculate the regular hours of work for part-time employees, the Employer will use the following formula:

$$\frac{\text{Total \# hours worked in 4 weeks prior to holiday}}{\text{No. of days worked in 4 Weeks prior to holiday}} = \text{Part-time hours}$$

Float Day One float day will also be granted each year for full-time and part-time employees to be taken at any time with approval from the employee's manager. New employees hired between January 1st and June 30th will receive one float day in their first year. Employees hired between July 1st and November 15th will receive half a float day. Employees hired after November 15th will not qualify for this day. Float days do not carry over. Exceptions may be made for employees hired after September 1st with the approval from the VP, People & Culture

- 16:03 To be eligible for holiday pay, the employee must have worked the last scheduled working day before the holiday and the first scheduled working day after the holiday, unless off duty with permission of management on either or both days. This will include union leave as being "off duty."
- 16:04 Should any of the above holidays fall on a Saturday or Sunday and are observed on other than the day upon which they fall as described in Article 16:02, employees will be entitled to that day off in accordance with the above provisions.
- 16:05 If the Credit Union determines that for business reasons, it is appropriate to close on Christmas Eve afternoon and New Year's Eve afternoon (if these days fall on a normal work day) employees will be paid for the full day.
- 16:06 Should the normal operations of any branch be interrupted by severe weather, power failure or other similar cause, **HR Management Policy 6.2 would apply as attached as Appendix A**. In addition, if, in a severe weather situation, the Credit Union closes before the normal closing time and an employee does not report to work that day, but chooses to use vacation time, banked overtime or personal selection time to prevent a loss of income, the amount of such time used will be equal to the number of hours the Credit Union was open for work before closing e.g. if the Credit Union closes at 12:45pm and the employee uses a vacation credit, the credit shall be reduced by four (4) hours and the employee shall be paid for the

remaining hours of the employee's scheduled hours for that work day. Where, pursuant to this clause, an employee uses only a part of a personal selection day, the employee will be able to use the remaining part of that day in accordance with clause 25:05(a).

ARTICLE 17 CALL OUT TIME

- 17:01 (a) Any employee who has gone home and is called in to work outside regular working hours, shall be paid at one and one-half times the employee's regular rate; in any case, for not less than three (3) hours.
- (b) Employee shall be permitted to leave when the job is finished, if no other assignment is designated by Management.
- (c) This would not apply if an employee were requested prior to the completion of their last regular scheduled day's work to come in to start **their** next regular scheduled day's work earlier than **their** normal starting time.

ARTICLE 18 VACATIONS

- 18:01 (a) All full time employees will be entitled to the following paid vacations:

| | |
|----------------------|---------|
| Up to 2 years | 2 Weeks |
| 3 years to 8 years | 3 Weeks |
| 9 years to 15 years | 4 Weeks |
| 16 years to 24 years | 5 Weeks |
| 25 years and over | 6 weeks |

Subject to Article 18.05, the 3, 9, 16 and 25 increment years shall apply in the calendar year which contains the appropriate anniversary date of the employee's hire date.

If the employee's entire vacation in a year is taken in either the period between January 1st and April 30th and/or between October 15th and November 30th in that year, an additional one (1) weeks' vacation shall be given. All vacation must be taken in unbroken periods of not less than one (1) week, **subject to 18:02(c)**. Employees will only be permitted to take up to three (3) consecutive weeks vacation in the months of June, July and August, unless otherwise agreed. Vacations in the month of December will only be granted by mutual agreement.

- (b) (i) Vacation entitlement for part-time employees shall be 4% (6% after an employee has completed 8 years of service) of earnings in the immediately preceding calendar year and two (2) weeks off [three (3) weeks vacation after 8 years of continuous service] to be taken at a time determined by management. **Subject to 18:02(c)**, vacation will

be taken in unbroken periods of not less than one (1) week. Such employees shall have the option to take up to the two (2) weeks (or three (3) weeks if applicable) of vacation if they wish, but they must take the full number of days off on vacation that they have earnings for.

- (ii) The vacation time off entitlement referred to in paragraph (i) above for part-time employees who commence work in that year shall be prorated based on one (1) day for each full month to be worked in the balance of the year, up to ten (10) days, and payment at 4% (6% after an employee has completed 8 years of service) of the employee's earnings in that year until the date vacation commences. The one (1) week unbroken vacation provisions in (i) above will not apply to employees who commence work after July 1 in that year.
- (iii) No vacation time under paragraphs (i) and (ii) may be carried over from year to year except for up to two (2) days that part time employees referred to in paragraph (ii) above who earned vacation days in November or December in that first year and are not able to receive either of those days before December 31.

18:02 (a) A vacation list will be circulated from January 7th until March 15th among the full-time bargaining unit employees by seniority and they will indicate their vacation preference. They will do so for vacations to be taken from May 1 through December 31 in that year as soon as possible. If the vacation preferences cannot all be accommodated, then preference shall be given by seniority. The Employer will post the May 1 - December 31 vacation schedule by April 15th and it shall not be altered except by mutual agreement between the employees concerned and Management.

(b) Employees wishing to take vacation in the first four months of the year must submit the requests to their supervisor no later than **November 15th, and approved by December 15th**. If those requests cannot all be accommodated, then preference shall be given by seniority.

(c) **Employees with more than two (2) weeks of vacation may hold back up to five (5) days of vacation entitlement to be used for single day, late vacation requests. Any conflict with respect to late vacation requests will be resolved solely based on seniority. Late vacation requests made less than one week in advance is exclusively subject to managerial approval. Such approval shall not be unreasonably withheld.**

(d) Vacations will not be unreasonably denied.

18:03 Should an employee be hospitalized or is so seriously ill **as to be unable to make proper use of their vacation time, the employee may request another vacation**

time for either the whole or such unused portion of their vacation. **A doctor's note/letter may be required. If request is approved, the employee's vacation credit will be restored to the extent of the sick leave.**

- 18:04 If a holiday occurs during a week of an employee's vacation, the vacation day replaced by the holiday will be taken on a day mutually agreeable either before or after the week in which the holiday occurs. If an employee leaves the Employer, the employee shall be paid for all vacation credits owed to **them** at the time of separation.
- 18:05 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.
- 18:06 (a) **An employee is not actively employed and does not earn vacation while on maternity/parental leave and Long-term Disability. Employees may carry forward vacation earned in the year they become not actively employed with prior approval of the employee's Manager.**
- (b) **Vacation is pro-rated for new hires and any employee who is not actively employed for the full calendar year.**
- (c) **Employees on paid leaves of absence, paid sick leave, STD (not LTD), holiday, vacation, union leave shall be deemed to be in active employment for the purpose of vacation entitlement.**
- (d) **Employees not actively employed will receive credit towards their length of service for their time away.**
- 18:07 The employer will give consideration to a **request from full-time employees to carry-over up to five (5) days of unused vacation. Any approved carry-over must be taken by March 31st of the following year.**
- 18:08 Notwithstanding the above clauses, the provisions of Article 18 will be administered separately for the two separate groups (i.e. the employees of the Antigonish Branch, including the St. Andrews Branch, and the employees of the New Glasgow Branch) and employees in each group will have no rights with respect to vacation entitlement or scheduling of vacation for the employees in the other group.

ARTICLE 19 JOB SECURITY

- 19:01 (a) The Employer is aware of the importance of job security of its employees and will discuss a minimum of three (3) months in advance, with the **Union Grievance Committee** any planned changes in its operation which would cause a permanent or temporary (of at least three (3) month's duration) reduction of the work force.

- (b) The kind of changes intended by this provision are such things as an amalgamation where, for instance, during a transition period, there are excess employees who may have to be temporarily laid off until the conclusion of that transition.
- (c) Changes in the operations caused by normal declines in business resulting in seasonal or similar economic lay-offs will not activate this provision.
- (d) The objective of such joint discussion will be the continued employment of **the unionized** employees affected.

19:02 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 (1) week's regular pay for every full year of service in the first fifteen (15) continuous years of service and after fifteen (15) years and more, 2 weeks for each year of continuous service.

19:03 When the Employer decides that it is necessary that there be a temporary reduction of greater than one (1) month (layoff - see Article 7:05) or a permanent reduction (redundancy - see Articles 19:01 and 19:02 above)], in the number of employees within the bargaining unit, the employee with the least seniority who is affected will be moved to a vacant position, if one is available, or to a position occupied by another employee within the bargaining unit subject to the following conditions:

- (a) that such other position, if occupied, is held by an employee with less seniority;
- (b) where more than one (1) employee possesses the ability to perform the significant duties of the job, seniority shall govern;
- (c) that the employee being initially moved to another job possess the present ability to perform the significant duties of that job or in management's opinion will be able to do so after a period of training or familiarization up to a maximum of ten (10) working days or as deemed necessary by the Employer;
- (d) if no position is available for an employee using the above provisions, the employee will be laid off pursuant to Article 7:05 or terminated and given severance pay as provided in Article 19:02 above.

19:04 For the duration of the collective agreement, the Employer will maintain a minimum of **34** full time bargaining unit positions.

ARTICLE 20 OCCUPATIONAL HEALTH AND SAFETY

20:01 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.

20:02 The Employer, Union and employees agree to comply with applicable provisions of the current version of the Nova Scotia *Occupational Health and Safety Act*.

- (a) **The parties agree that the employer will have a JHSC. The Union shall have, at all times, a representative on the JHSC. The JHSC shall be co-chaired by one employee member (as selected by the employees) and one employer member.**
- (b) **The JHSC will meet a minimum of 10 times per year, and perform its duties as pursuant to the requirements as set out in the OHS Act.**
- (c) **The Employer will post and update (as required) on the Intranet the names of all JHSC members.**

20:03 No employee shall be scheduled such that they are required to be in any credit union location alone.

ARTICLE 21 JOB POSTING

21:01 (a) Posting Procedure

Where the Employer decides to fill a vacant permanent bargaining unit position on a permanent basis or a non-permanent vacancy (e.g., maternity leave of 6 months), in each case known to last or anticipated to last three (3) months or more, the position will be filled by using the following procedure:

- (i) A job posting shall be posted for a period of five (5) working days. Copies will be sent by email and/or registered mail (such employees are required to keep the Employer currently informed of their regular mailing addresses and personal email addresses to be eligible to respond to a job posting) to employees away on leaves (up to 24 months), inviting interested applicants to apply for the posting.
- (ii) The posting shall contain a description of the more significant duties as well as salary and qualifications for the job.
- (iii) Such vacancies shall be filled within a period of up to thirty (30) working days following the date of the initial posting.
- (iv) Selection shall be based upon the candidates' meeting **the** required qualifications for the job, having the ability to perform the significant duties of the job and seniority, in that order. Whenever possible, existing employees of the Employer will be selected or promoted for such positions and no external candidates will be considered unless

and until it is determined that no interested and qualified internal candidate exists.

- (v) Internal job applicants are required to provide sufficient information to allow the employer to evaluate any required qualifications and ability as per clause (iv) above.

(b) Temporary Assignments

Where the Employer decides to fill a vacant bargaining unit permanent position on a temporary basis or creates a temporary job, in each case known to last or anticipated to last less than three (3) months, the most senior interested employee who has the ability to do the job shall be assigned provided this does not interfere with the efficient operation of the business. If there are no employees in such temporary assignment, the Employer may make whatever assignment it considers necessary.

(c) Part-time Positions

- (i) If the Employer establishes a new part-time position, this job shall be filled in accordance with Article 21:01(a);
- (ii) If on posting a newly established part time position, a full-time employee applies with the purpose of changing from full time to part time status filling of this position will be in accordance with Article 21:01(a);
- (iii) When a position which the Employer initially establishes as a part-time position is determined later by the Employer to be a full-time position it shall then be posted.

21:02 Notwithstanding the above clauses, if the Employer determines there is a permanent bargaining unit vacancy in a position at either the Antigonish **location/branch** (which for the purposes of this clause includes the St. Andrews Branch) or the New Glasgow **location/branch**, first priority to fill such positions shall be given to applicants from the **location/branch** where the vacancy exists, by following the provisions of Article 21:01(a) above, and if there are no qualified candidates in the **location/branch**, applicants from the other Branch may then be considered in accordance with the above clauses of this Article.

ARTICLE 22 MATERNITY/PARENTAL LEAVE

22:01 Leaves of absence for Pregnancy, Leave for End of Pregnancy and Parental Leave shall be granted pursuant to the Nova Scotia Labour Standards Code

22:02 Employees on maternity leave or parental leave shall be entitled to the following benefits while on such leave:

- (a) Seniority for all employees shall continue to accumulate.
- (b) Those benefit plans cost shared between the Employer and the employee shall continue to be cost shared in the same manner with the employee continuing to pay their portion.
- (c) An employee upon **their** return from leave shall resume **their** former position or if that position no longer exists one which is comparable in nature at the applicable rate of pay. Familiarization training will be given to all employees upon return to work at a level deemed necessary.
- (d) Notices of job vacancies pursuant to Article 21.01(a) will be given to employees by email and/or registered mail so that they may apply for such jobs.
- (e) Employees will be notified in writing about their option to continue benefits, including contributions to the Pension Plan.

22:03 An employee on **pregnancy** leave of absence or on general leave in conjunction therewith shall be required to give two (2) weeks' written notice of **their** intention to return to work **or four weeks written notice of their intention to return to work if their original planned return to work date changes.**

ARTICLE 23 SICK LEAVE

- 23:01 Sick leave is that period of time an employee is unable to perform **their** duties because of illness, or injury.
- 23:02 Sick leave for full time employees shall be earned at a rate of 1(one) day for each month worked to maximum accumulation of 120 days at any one time. Sick leave for part time employees shall be earned at a rate of 7.5 hours for every 150 hours worked. When off using sick leave in accordance with the other provisions of Article 23, the employee will receive pay for the number of hours employee was scheduled to work on that day.
- 23:03 In case of serious illness or injury for which the affected employee appears to be eligible for Short-term disability, such employee will not suffer any loss in pay during the waiting period for Short-term disability benefits. All such employees must apply for Short-term disability benefits when first eligible to do so by completing and filing the necessary application forms and all other documentation required by the plan carrier for that purpose. If an employee is declined benefits (except for failure to provide necessary material to the carrier), **they** may use sick leave if otherwise eligible to do so.
- 23:04 An employee shall be granted sick leave with pay when employee is unable to perform **their** duties in accordance with Article 23.01, and provided the employee has the necessary sick leave credits. **In the case of illness that extends beyond**

five (5) consecutive working days or on the employee's third absence due to illness in a calendar year, medical support of the absence may be requested by the Human Resources department.

- 23:05 Sick leave shall not apply where an employee is already on a leave of absence, including holidays, or any other leave specified in this Agreement.
- 23:06 Except in extreme circumstances where it is impossible for the employee to do so personally, in the case of an absence of an employee due to sickness, the employee must notify their immediate Management Supervisor as soon as possible after the employee determines that **they** will be absent due to sickness for **their** next work shift by calling the Supervisor before the commencement of that shift at home or if the Supervisor is not then at home, by leaving a message on the Supervisor's work voice mail but by no later than 8:00 a.m. if possible of the day the employee will be absent. In the case of an employee leaving the job because of sickness, the employee's Management Supervisor must be notified immediately.
- 23:07** Fraudulently obtained or abuse of sick leave is cause for disciplinary action up to and including discharge.

ARTICLE 24 EDUCATION/TRAINING

- 24:01 The Employer will endeavour to provide educational opportunities for the employees that will make them more effective in performing their job responsibilities.
- (a) To this end, the Employer will endeavour to provide reasonable notification to all employees of relevant **job-related** approved courses.
 - (b) 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 reimbursed (as per the current Education Policy) plus, where out-of-town travel is involved reimbursement will be given according to the current Expense and Travel Policy.
 - (c) Reasonable accommodation and meals upon provision of receipts, and shall also be reimbursed upon provision of satisfactory receipts for extra **childcare** expenses actually incurred for hours beyond the regular work day up to a maximum daily amount of \$50.00.
- 24:02 **Supervisors** will meet **annually** with each employee within their department to determine the employee's career **objectives**. Based on the employee's **objectives** 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 benefit of the employee and the Employer. To this end, it is agreed that the employees will make a reasonable effort to co-operate and participate in such training.

24:03 Any **full-time** employee who is required by the employer to take a course to obtain or maintain a job shall be allowed two (2) consecutive hours once a week to study (timing to be arranged with management) and one day in the two weeks prior to the final exam to study for the exam. Any hours under this agreement are not cumulative.

24:04 **The opportunity to cross train on any bargaining unit job will be offered to all unionized employees based on seniority. The employee with the most seniority will be cross trained on a job of their choice (should such opportunity be available) before any junior employee. After completion of cross training, the employee will be evaluated and assessed as capable or not. When replacing an incumbent on a temporary basis, the most senior unionized employee who has been evaluated and assessed to be capable for the incumbent's position will have first refusal.**

ARTICLE 25 LEAVES

25:01 Leave for Union Business

An employee for whom the Union requests a leave for Union business shall be entitled to leaves of absence without pay for the period requested after having given as much advance notice as possible however no less than 14 days advance notice. The parties recognize the employer's business and personnel requirements and agree that no more than three employees but not more than one employee from any department may be on such leave at any one time.

- (a) The number of available days for such leaves will be 45 days. If in any **year** this limit is met the employer will consider on a case by case basis requests for additional leave, permission for which shall not be unreasonably withheld.
- (b) Upon the written request of the Union, the Employer will grant such time as may be necessary for negotiations for the renewal of this agreement which are conducted during regular working hours for up to four (4) employees selected by the Union as its negotiating **committee**. (Up to ten (10) days of negotiations) after which time any time off that is granted for negotiation purposes for such members of the Union's negotiating **committee** shall be paid for by the Union.
- (c) The employer agrees to favorably consider a request, made in writing, at least one (1) month prior to the time the leave is requested to begin, for up to one (1) employee per calendar year to have a leave of absence without pay or loss of benefits, of not less than one (1) month and not greater than twelve (12) consecutive months for the purpose of representing the Union in outside activities unrelated to and not in conflict with the Employer's business.

- (d) Employees on Union Leave will have their pay and benefits continue through salary continuance. The Union will reimburse the Employer.
- (e) The Union will meet periodically with management to review the members of the bargaining unit who will sit on the executive of the Local and any other members elected or appointed to affiliated bodies and their anticipated need for leaves in the upcoming year. This will not limit any members participation but simply allow for some degree of advanced planning for scheduling.

Bereavement Leave

Time off for bereavement is provided for employees to gather with relatives for mutual comfort at a time of personal tragedy, to assist in making arrangements for the funeral, for the immediate and after care of the deceased's survivors, and to allow the employee time for private grieving.

- 25:02 (a) Five (5) working days due to the death of the employee's **parent, spouse/partner**, common-law partner, **sibling, child**, grandchild, **parents-in-law or grandparents**;
- (b) Four (4) working days due to the death of the employee's, **sibling-in-law or child-in-law**;
 - (c) One (1) **working** day due to the death of the employee's uncle, aunt, niece, nephew, partner's niece, nephew, aunt, uncle, and grandparents;
 - (d) Travel time of up to two (2) working days may be granted by Management in the case of (a), (b), or (c) above;
 - (e) In the case of part-time employees, bereavement leave will be as many of the above bereavement days as are included in the employee's scheduled days of work within the five (5) and four (4) working days referred to in paragraphs (a) and (b) above to run commencing with the date of death. e.g. if an employee's grandfather dies on a Monday and the employee is scheduled to work on Monday and Tuesday, but not Wednesday, employee shall be entitled to two (2) working days' bereavement leave with pay for the number of hours employee was scheduled to work on those days;
 - (f) Any bereavement leave request for family members who are not specifically mentioned in the aforementioned clauses may be looked at on an individual basis.
 - (g) For greater certainty, the following table sets out the comparison of employee's and employee's partner's relatives for which the above leave in paragraphs (a), (b), and (c) are given:

| EMPLOYEE | EMPLOYEE'S PARTNER |
|---|--|
| Five (5) days: parent; spouse/partner, common-law partner; sibling; child; grandchild; parents-in-law; or grandparents | (Five) 5 days for the partner's parent |
| Four (4) days: sibling-in-law, child-in-law; | Four (4) days for the partner's sibling |
| One (1) day: uncle; aunt; niece and nephew | One (1) day for the partner's uncle; aunt; niece, nephew and grandparents |

25:03 An employee who is on vacation when a bereavement occurs shall have the days which would otherwise have qualified as bereavement leave under this Article added to **their** vacation.

General Leave

25:04 The Employer may grant an employee who has been employed for at least one (1) continuous year, a leave of absence not exceeding 12 months 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. Subject to the terms and conditions of the relevant benefit plans, the employee has the option of continuing all benefits at their cost. Once the leave is granted, the Union will be notified in writing including on the length of the leave of absence. Request for such leaves shall be dealt with in a reasonably timely fashion.

It is agreed that all employees will provide a minimum of thirty (30) days written notice to their immediate supervisor when requesting a leave of absence. **Employer will provide a response within fifteen (15) days and provide a copy to the union.**

Personal Days

- 25:05(a)(i) **The Employer recognizes that there are times when an employee is required to be absent from work due to personal matters or unplanned events that cannot be taken care of during the employee's regular work hours.**
- (ii) **Personal days provide eligible employees with paid time off for reasons other than personal illness such as personal wellness, personal appointments, volunteer activities, taking a child to a physician, school appointments, children's school events, a non-immediate family member's casual personal illness, moving and other personal matters.**

- (iii) **All full-time employees are granted five (5) personal days each year to be taken during the calendar year. Part-time employees are granted a pro-rata share of personal days based on their normal workweek.**
- (iv) **New employees are granted a pro-rata share of personal days for each full month of service remaining in the calendar year after the date of hire and they may use these days once they have completed their probationary period. Employees hired between the 1st and 15th of the month will be granted personal days credit for the full month. Employees hired after the 15th day of the month will not be granted personal days credit until the first day of the following month.**
- (v) **Personal days may be used at the discretion of the employee, subject to the prior approval of the employee's manager, and are to normally be used in increments of one-half days or full days. In specific circumstances involving medical or dental appointments, personal days may be used in units of one hour or more, with the specific approval of the employee's Manager. In considering an employee's request for a personal day, the employee's manager will take into consideration the business needs and staffing requirements.**
- (vi) **To schedule a planned personal day(s), employees are to request prior approval from their manager as far in advance as possible of the planned absence.**
- (vii) **Employees, who have an unexpected need to take a personal day, are to notify their manager as soon as possible to request the personal day(s).**
- (viii) **Personal days are not intended to be vacation days.**
- (ix) **There will be no carryover of unused personal days from one calendar year to the next and there will be no payment for unused personal days at the end of the year. Any unused personal days at the end of each calendar year will be forfeited.**
- (x) **If an employee leaves the employ of the Credit Union and has taken more than the pro-rata share of the personal days to which the employee is entitled to, the cash equivalent will be deducted from their final pay. If an employee has unused personal days, there will be no payment for the unused days.**

25:05(b) A full time employee who has been employed for at least one (1) continuous year, may use up to sixty (60) days (used in no more than three (3) separate instances) of accumulated sick leave per calendar year for the purpose of attending to the care of a member of **their** immediate family (the employee's child, parent, partner or common law partner) who has a serious medical condition and no other family member can attend to such situation. The

Employer reserves the right to require proof of entitlement under this clause. If this situation extends beyond the 60 days, the employee may apply for additional unpaid leave on compassionate grounds.

25:05 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 in any court. The Employer shall pay such an employee the difference between **their** normal earnings for such lost time and the payment employee receives 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 employee would have lost had the jury duty continued.

25:06 Up to thirty (30) days unpaid leave will be granted to employees for the purpose of running as a candidate in a municipal, provincial or federal election.

ARTICLE 26 BENEFIT PLANS

26:01 The employee group benefits shall be:

- (a) Group Life Insurance the premiums for which shall be paid 100% by the Employer;
- (b) **Health & Dental Benefits the premiums for a Comprehensive plan shall be paid 100% by the Employer. An employee may choose an enhanced plan (if available) and be required to pay the difference in the premiums for this enhanced plan;**
 - Vision Care
 - Drugs
 - Semi-Private Coverage
 - Dental Care
 - Extended Health Care
- (c) Short Term and Long Term Disability, the premiums for which shall be 100% paid by the employees.
- (d) The employee group benefits referred to in paragraph (a), (b) and (c) above are provided through a system-wide group benefits plan (the "Benefits Plan") held, managed and administered by third party providers under the terms and conditions of agreements between Atlantic Central and those third party providers. Any entitlement to or payment of those benefits is governed exclusively by the terms of the Benefits Plan and as administered by the third party providers. The Employer will provide reasonable requested assistance to any employee in connection with any problems such employee may encounter concerning any benefit claim;

- (e) The employee group benefits referred to in paragraphs (a), (b) and (c) above shall apply to part-time employees to the extent permitted by and subject to the terms of the Benefits Plan;
- (f) East Coast Credit Union will pay for the cost of the following:
 - (i) One Chequing Account of Employees Choice
 - (ii) Fifty percent (50) of the cost of (1) Safety Deposit Box per employee, if the safety deposit box is not included in any of the Credit Union's Chequing account packages.
 - (iii) Coffee, tea, milk, sugar, juice and Thirty Dollars (\$30.00) per week towards related supplies.
 - (iv) The Employer will in its discretion each year consider a Christmas bonus.

- 26:02 (a) While they are employed by the Credit Union, employees will receive 2% below the posted personal mortgage rates on personal mortgages (on one personally registered property in the employee's name) and **Prescribed Interest Rate as established by Canada Revenue Agency rate** for personal loans (which includes Lines of Credit). New employees are eligible for these reductions after 3 months of employment. Retirees with 10 or more years of service are eligible to continue with the staff rates until the personal mortgage and personal loan come up for renewal, at which time the member rate will apply.
- (b) While they are employed by the Credit Union, employees will receive a bonus increase of one percent over posted rate for the employees' fixed term deposit investment accounts at the Credit Union. New employees are eligible for this bonus after three months of employment. For retirees with 10 years or more of service, staff rates remain in effect until the term deposit comes up for renewal.
 - (c) The staff rates cannot be combined with any other special or promotional rates offered by the Credit Union.
 - (d) East Coast Credit Union will pay the costs of one chequing account package for retirees, as chosen by the retiree with 10 or more years of service.

ARTICLE 27
PENSION PLAN (the "Plan")

27:01 DESCRIPTION OF BASIC PENSION BENEFITS

- 1. Employee members hired before January 1, 2015:

- (a) will be eligible for an unreduced pension payable at age 65 or when:
- the employee is at least age 55 and employee's age plus years of service¹ equals at least 85, or
 - the employee is at least age 60 with at least 10 years of service.
- (b) will be eligible for a reduced pension payable when:
- the employee is at least age 55, or
 - the employee is at least age 50 with at least 10 years of service, or
 - the employee's years of service equals at least 30

in which case the pension is reduced by 3% per year for each year (or fraction thereof) between the date the pension starts and the date the employee would have attained age 60 if **they have** at least 10 years of service, or between the date the pension starts and the date the employee would have attained age 65.

Notwithstanding the above, current employee members of the Plan who, during the life of this Collective Agreement, would have qualified for an early unreduced pension pursuant to the provisions of the Collective Agreement that expired December 31st, 2013, will continue to be eligible to retire pursuant to those provisions.

2. Employee members hired on or after January 1, 2015:
- (a) will be eligible for an unreduced pension payable at age 60 with at least 15 years of service.
- (b) will be eligible for a reduced pension payable when the member attains at least age 55 in which case the pension is reduced by 3% per year for each year (or fraction thereof) between the date the pension starts and the date the member would have attained age 60 if **they have** at least 15 years of service, or between the date the pension starts and the date the employee would have attained age 65.
3. New employees hired after August 1, 2018 will be enrolled in East Coast Credit Union's Defined Contribution Plan.
4. **Defined Benefit Pension Benefit Calculation**

¹ This word shall mean the same as the definition of "credited service" contained in the Pension Plan text.

Each existing employee member's annual pension benefit will be 2% of the employee's Final Average Five (5) year Earnings, (as defined in the text of the Pension Plan) multiplied by the employee's credited service (both past and future service).

27:02 PENSION CONTRIBUTION HOLIDAYS

It is agreed that there will be no pension contribution holiday while the Plan is in a funding deficit or if such holiday would cause a funding deficit.

27:03 PENSION COSTS WHILE ON SHORT-TERM DISABILITY

The Employer will pay the total pension cost (employee and Employer shares) during the time an employee is off on Short-Term Disability.

27:04 INFORMATION SHARING AND MEETINGS

The Employer and the Union shall meet twice a year to discuss the Pension Plan and any issues that may arise regarding the Plan and to share information and documents available at that time, including, but not limited to, a draft amendment, valuation reports, legislative changes, annual information returns, financial accounting reports, etc. The Union agrees that the information supplied to it will be kept confidential subject to the Union's entitlement to provide appropriate summaries to the bargaining unit employees. The Employer will provide to the Union, on the same confidential basis, copies of Investment Performance Statements for the Pension Plan when received.

27:05 EMPLOYER/EMPLOYEE CONTRIBUTIONS

Commencing January 1, 2015, employees' contributions to the Pension Plan shall be 9% of their annual pensionable earnings (this will not be exceeded during the term of this Agreement). The Employer's current service cost contributions will be no less than the aggregate member contributions.

Commencing January 1, 2015, at such times as is required by law (currently annually due to the Plan's solvency status), the Employer will conduct a valuation of the funding status of the Plan and report the result to the Union. If and when the solvency ratio of the Plan is 100% or greater, the percentage of member contributions shall reduce to 8% of earnings.

27:06 PENSION SERVICE/CONTRIBUTIONS WHILE ON LAY-OFF

Subject to the relevant provisions of the Federal *Income Tax Act*, an employee on lay-off will be entitled to accrue credited pension service provided **they** elect to continue to make pension contributions during the lay-off which shall be based on the employee's contribution level in effect immediately prior to the commencement of the lay-off.

27:07 ANNUITY PURCHASE

The Employer agrees that if an annuity is purchased pursuant to the Plan it will ensure that any deficit caused by such purchase will be fully funded by the Employer.

27:08 NOTICE OF RETIREMENT

Where reasonably possible, employees will endeavour to provide as much notice as they can (and will aim to give no less than 6 months' notice), in writing, of the date they will retire and commence receiving pension under this clause.

27:09 PENSION PLAN AMENDMENTS

- (a) The Employer will request the Plan Administrator to arrange for amendments to the Plan to reflect the foregoing agreed terms.
- (b) The Employer agrees that at the expiry of this agreement, it will not seek any changes to Article 27 without a demonstrative basis and evidence for such request.

**ARTICLE 28
PAY IN A HIGHER JOB**

28:01 When an employee is temporarily assigned to do a job paying a higher rate and does work involving a significant number of the duties and responsibilities of the higher paying job during the assignment, employee shall receive the higher rate of pay. When an employee is temporarily assigned to do work in a lower paying job, employee shall continue to receive her regular rate of pay.

**ARTICLE 29
SERVICE AWARDS**

29:01 During the term of this Agreement, the Employer agrees to continue to award Long-Term Service Awards on the same basis as at present, i.e.:

- 5 full years of accumulated active full or part-time employment - **\$100.00**
- 10 full years of accumulated active full or part-time employment - **\$200.00**
- 15 full years of accumulated active full or part-time employment - **\$300.00**
- 20 full years of accumulated active full or part-time employment - **\$500.00**
- 25 full years of accumulated active full or part-time employment - **\$750.00**
- 30 full years of accumulated active full or part-time employment - **\$1,000.00**

35 full years of accumulated active full or part-time employment – \$1,000.00 plus one week (five working days) of additional vacation

Any cash payment or gift are subject to the CRA tax regulation.

**ARTICLE 30
WOMEN'S ADVOCATE**

- 30:01 (a)** The parties agree to recognize the role of Women's Advocate in the workplace.
- (b) The Women's Advocate will be determined by the Union, amongst the female bargaining unit employees.
- (c) The company agrees to provide access for confidential phone line and voice mail that can be maintained by the Women's Advocate and that is accessible for female employees to contact the Women's Advocate.
- (d) The company will provide a confidential meeting space that can be used by the Women's Advocate when meeting with female employees.
- (e) The company and the Union will develop an appropriate communication to inform female employees about the advocacy role of the Women's Advocate and provide a contact number for the Women's Advocate.
- (f) The Women's Advocate will participate in an initial 40 hour basic training program and an annual three day update training program delivered by the Unifor National Women's Department.
- (g) The company agrees to pay the employee while the employee is attending the above noted training sessions as well as paying for a replacement for the employee if required.

**ARTICLE 31
DURATION OF AGREEMENT AND PEL**

- 31:01(a)** This Agreement shall be effective from the date of signing until December 31, **2026** and shall be renewed automatically for one year periods thereafter unless either party notifies the other within the period of ninety (90) days prior to the expiration date by written notice that it wishes to terminate or seek amendments to this Agreement. Once such notice to bargain has been given, the Union and the Employer agree to meet as soon as is mutually agreeable and convenient and if possible prior to the expiry date of this Agreement to commence negotiations.

SIGNED this 7 day of June 2023

EAST COAST CREDIT UNION LTD.

Srande Wil

DocuSigned by:

Amy Johnson

DocuSigned by: 8088A0641F...

Kenneth Shea

C6132CECBD62437...

UNIFOR, LOCAL 2107

Chusholm

Annach Taylor

Jane Deane

Benoit

DocuSigned by:

Sheri Maclead

C1EAEFD65293441

Jennifer Bennett

Richard Johnson

Unifor National Representative

WITNESS TO ALL OF ABOVE SIGNATURES

APPENDIX A

Management Policy

- SUBJECT:** 6.2 – SEVERE WEATHER
- PURPOSE:** To outline the Credit Union's position regarding its operations in the event of severe weather.
- SCOPE:** All Employees
- POLICY:** The Credit Union will endeavor, where practical, to stay open during severe weather conditions.

In situations of severe weather, each employee is responsible for making a reasonable effort to report to work as scheduled. The Credit Union recognizes that, occasionally, employees may be absent or late due to poor weather conditions and that each employee must decide if road conditions make travel unsafe or unwise. Employees are not expected to travel if they believe they are taking a risk in doing so.

If the Credit Union closes before the start of the work day, all employees who were scheduled to work will be paid in full for the hours they were to work. If the Credit Union closes during the work day, employees who are at work that day will be paid for their normal work day.

If the office is open and an employee is delayed by the weather conditions, the employee will be paid for the entire day provided they report to work at a reasonable starting time. Any employee who is unable to get to work because of weather-related conditions may decide to use an available personal or vacation day or decide to take the day without pay. An employee unable to report to work is required to contact their manager immediately.

Employees who cannot get to work due to family responsibilities resulting from severe weather (i.e. schools, daycare and/or elder care facilities being closed) must contact their manager immediately. In these situations, the employee may decide to use an available personal or vacation day or decide to take the day without pay.

- AUTHORITY:** The President and CEO or designate may choose to close all or part of the office locations or shorten work hours due to severe weather.

The President and CEO or designate will notify the managers with the details of the closure and the managers will be responsible to notify their employees of the closure.

Management will also ensure the building, its equipment and various work spaces are maintained to provide everyone with a safe and healthy work environment.

LIMITATIONS:

For the purposes of this policy, the definition of severe weather is intense adverse weather conditions such as heavy snow, ice, rain, or fog, excessive heat, humidity or wind, or other similar weather conditions that create significant risk to the health and safety of employees.

SCHEDULE "A"
JOB CLASSIFICATIONS IN THE BARGAINING UNIT

Financial Services Representative

Clearing Representative

Branch Ambassador

Accounting Clerk

Commercial Officer

Credit Recovery Officer

Financial Services Officer

Senior FSR

Administration **Officer**

Credit Recovery Representative

Member Advice Centre (MAC) Specialist

Lending Specialist (MAC)

SCHEDULE "B"
JOB CLASSIFICATIONS AND PAY CLASSIFICATIONS

Following is a list of existing jobs in the bargaining unit and their pay grades or classifications as set forth in Schedule "A".

PAY GRADE

Pay Grade 2

Branch Ambassador
Financial Services Representative

***The current Clearing Rep incumbent will continue to be paid at pay grade 3**

Clearing Representative

Pay Grade 3

Senior FSR

Pay Grade 4

Accounting Clerk
Administration Officer
Member Advice Centre Specialist

Pay Grade 5B

Financial Services Officer
Credit Recovery Officer
MAC Lending Specialist

Pay Grade 6

Commercial Officer

The current Credit Recovery Officer at Pay Grade 6 will be red-circled at Pay Grade 6 until such time as the pay for Pay Grade 5B equals the pay at Pay Grade 6.

SCHEDULE "C"
LOCATION OF PRESENT BARGAINING UNIT EMPLOYEES ON SALARY GRID

| NAME | PAY GRADE | LEVEL |
|------|-----------|-------|
|------|-----------|-------|

Full-time Employees

| | | |
|-------------------|----|---|
| AIKENS, Lisa | 4 | 3 |
| ARCHIBALD, Shanon | 2 | 3 |
| BAILEY, Brooke | 5B | 1 |
| BARTER, Mary | 2 | 5 |
| BATES, Kristie | 4 | 2 |
| BENOIT, Reva | 5B | 5 |
| BOUDREAU, Geralyn | 3 | 4 |
| BOYD, Sonya | 2 | 5 |
| CHISHOLM, Tanya | 5B | 5 |
| CLEARY, Marie | 6 | 5 |

(6.5 of the 2017 salary scale)

| | | |
|--------------------|----|---|
| DEYOUNG, Veronique | 3 | 1 |
| DOIRON, Jeanne | 5B | 5 |
| DUNN, Michael | 2 | 5 |
| DURANT, Katherine | 4 | 2 |
| FARRELL, Kathy | 3 | 5 |
| GOSSE, Emily | 5B | 1 |
| GRACE, Colleen | 4 | 5 |

(effective the date of signing)

| | | |
|-------------------|----|---|
| HAYNE, Courtney | 5B | 1 |
| HAYNE, Diana | 2 | 5 |
| JAMES, Julie | 4 | 5 |
| MACDONALD, Ashley | 5B | 1 |

| | | |
|---------------------------|----|---|
| MACDONALD, Debbie Ann | 2 | 5 |
| MACDONALD, Denise | 5B | 5 |
| MACDONALD, Kim | 5B | 5 |
| MACDONALD, Sarah Louise | 4 | 5 |
| MACINNIS, Darlene | 2 | 5 |
| MACINTYRE, Meaghan | 4 | 5 |
| MACLEOD, Sheri | 5B | 5 |
| MACPHERSON, Mary Beth | 4 | 2 |
| MATTIE, Crystal | 4 | 5 |
| MCISAAC, Cathy | 3 | 2 |
| O'LEARY, Alana MacEachern | 4 | 5 |
| O'NEIL, Jacqueline | 5B | 1 |
| PETTIPAS, Tammy | 2 | 1 |
| POLLEY, Diana | 4 | 5 <i>(effective the date of signing)</i> |
| SMITH, Lisa | 5B | 3 <i>(effective the date of signing)</i> |

Part-time Employees

| | | |
|--------------------|---|---|
| BOWRON, Jennifer | 2 | 1 |
| BROUSSARD, Megan | 2 | 1 |
| CHISHOLM, Colin | 2 | 1 |
| CRISPO, Malorie B. | 2 | 1 |
| FOSTER, Alicia | 2 | 1 |
| GHORE, Sarita | 2 | 1 |

| | | |
|-------------------------|--|---|
| HART, Amber | 2 | 2 |
| LEBLANC, Rachael | 2 | 4 |
| MITCHELL, Colleen | 4 | 2 |
| | <i>(effective the date of signing)</i> | |
| RUTLEDGE, Mary (Jordan) | 2 | 1 |
| STREHL, Manoela | 2 | 1 |

**LETTER OF UNDERSTANDING
(Amalgamations and Mergers)**

between

EAST COAST CREDIT UNION LTD.

and

UNIFOR, LOCAL 2107

- (a) Because of the high sensitivity of negotiations for and implementation of any possible Amalgamation or Merger ("A or M") between the Employer and any other Credit Union or financial institution, the Union agrees to keep strictly confidential between only the National Representative and the Unit Chair any information obtained by either of them pursuant to this clause. The Union also agrees not to have any contact with the prospective other Employer and/or its employees without the express written permission of East Coast Credit Union's CEO prior to the implementation date of any such A or M.
- (b) It is agreed that after any such A or M is concluded by approval of the Boards or other governing bodies of the Employer and the other party and a final Agreement is signed by them for such A or M, and provided such A or M will have a direct impact on the employment of employees covered by this Agreement, no later than sixty (60) days in advance of the implementation date of such A or M, the Employer will meet with the Union. The intent of such meeting is to discuss the impact, if any, of such A or M on the continuing application of the Collective Agreement on existing employees and employees that may potentially be added to the Bargaining Unit.

Signed this 7 day of June 2023

EAST COAST CREDIT UNION LTD.

UNIFOR, LOCAL 2107

Erande Wil

Jeanne Davao

DocuSigned by:

Amy Johnson

DocuSigned by:

Kenneth Shea

Jenny's Benard

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WITNESS TO ALL OF ABOVE SIGNATURES

**MEMORANDUM OF UNDERSTANDING
(Remote Work)**

between

EAST COAST CREDIT UNION LTD.

and

UNIFOR, LOCAL 2107

The parties recognize telecommuting as a viable work option that permits an employee to perform a portion of their job responsibilities at a location other than the traditional offices of the Employer;

The parties also recognize the importance of maintaining a functioning office, a close-knit team environment and in person service;

The parties agree as follows:

- (a) The Employer and the Union will form a joint committee comprised of up to three individuals from each party and will start to meet within 30 days of the signing of the collective agreement to develop a remote work policy.
- (b) The policy will have an application and approval process.
- (c) It is agreed that a unionized employee who is denied a remote work application or is advised that they must return to work after the approval of a remote work application will not be able to file a grievance under the collective agreement with respect to those decisions.

Signed this 7 day of June, 2023

EAST COAST CREDIT UNION LTD.

UNIFOR, LOCAL 2107

Grande Wil

Jeanne Davaud

DocuSigned by:

Amy Johnson

DocuSigned by:

Kenneth Shea

C6132CECBD62437...

Jennifer Berard

WITNESS TO ALL OF ABOVE SIGNATURES

JANUARY 1, 2023 TO DECEMBER 31, 2023

| Job Title | Period | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 |
|--------------|--------|-----------|-----------|-----------|-----------|-----------|
| Pay Grade 2 | PY | 42,129.75 | 44,337.93 | 46,371.78 | 48,579.96 | 49,800.27 |
| | BW | 1,620.38 | 1,705.31 | 1,783.53 | 1,868.46 | 1,915.40 |
| | PH | 21.75 | 22.89 | 23.94 | 25.08 | 25.71 |
| Pay Grade 3 | PY | 46,216.82 | 48,115.08 | 49,935.86 | 51,640.42 | 53,190.02 |
| | BW | 1,777.57 | 1,850.58 | 1,920.61 | 1,986.17 | 2,045.77 |
| | PH | 23.86 | 24.84 | 25.78 | 26.66 | 27.46 |
| Pay Grade 4 | PY | 47,359.65 | 49,432.24 | 51,504.83 | 53,325.61 | 55,882.45 |
| | BW | 1,821.53 | 1,901.24 | 1,980.96 | 2,050.99 | 2,149.33 |
| | PH | 24.45 | 25.52 | 26.59 | 27.53 | 28.85 |
| Pay Grade 5 | PY | 52,163.41 | 54,022.93 | 55,882.45 | 57,238.35 | 58,419.92 |
| | BW | 2,006.29 | 2,077.81 | 2,149.33 | 2,201.48 | 2,246.92 |
| | PH | 26.93 | 27.89 | 28.85 | 29.55 | 30.16 |
| Pay Grade 5B | PY | 55,959.93 | 57,916.30 | 59,872.67 | 61,306.05 | 62,545.73 |
| | BW | 2,152.31 | 2,227.55 | 2,302.80 | 2,357.93 | 2,405.61 |
| | PH | 28.89 | 29.90 | 30.91 | 31.65 | 32.29 |
| Pay Grade 6 | PY | 59,117.24 | 62,332.66 | 65,373.75 | 68,279.25 | 71,707.74 |
| | BW | 2,273.74 | 2,397.41 | 2,514.38 | 2,626.13 | 2,757.99 |
| | PH | 30.52 | 32.18 | 33.75 | 35.25 | 37.02 |

January 1, 2024 to December 31, 2024

| Job Title | Period | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 |
|--------------|--------|-----------|-----------|-----------|-----------|-----------|
| Pay Grade 2 | PY | 43,393.64 | 45,668.07 | 47,762.93 | 50,037.36 | 51,294.28 |
| | BW | 1,668.99 | 1,756.46 | 1,837.04 | 1,924.51 | 1,972.86 |
| | PH | 22.40 | 23.58 | 24.66 | 25.83 | 26.48 |
| Pay Grade 3 | PY | 47,603.32 | 49,558.53 | 51,433.94 | 53,189.63 | 54,785.72 |
| | BW | 1,830.90 | 1,906.10 | 1,978.23 | 2,045.76 | 2,107.14 |
| | PH | 24.58 | 25.59 | 26.55 | 27.46 | 28.28 |
| Pay Grade 4 | PY | 48,780.44 | 50,915.21 | 53,049.97 | 54,925.38 | 57,558.92 |
| | BW | 1,876.17 | 1,958.28 | 2,040.38 | 2,112.51 | 2,213.80 |
| | PH | 25.18 | 26.29 | 27.39 | 28.36 | 29.72 |
| Pay Grade 5 | PY | 53,728.31 | 55,643.62 | 57,558.92 | 58,955.50 | 60,172.52 |
| | BW | 2,066.47 | 2,140.14 | 2,213.80 | 2,267.52 | 2,314.33 |
| | PH | 27.74 | 28.73 | 29.72 | 30.44 | 31.06 |
| Pay Grade 5B | PY | 57,638.73 | 59,653.79 | 61,668.85 | 63,145.23 | 64,422.10 |
| | BW | 2,216.87 | 2,294.38 | 2,371.88 | 2,428.66 | 2,477.77 |
| | PH | 29.76 | 30.80 | 31.84 | 32.60 | 33.26 |
| Pay Grade 6 | PY | 60,890.76 | 64,202.64 | 67,334.96 | 70,327.63 | 73,858.97 |
| | BW | 2,341.95 | 2,469.33 | 2,589.81 | 2,704.91 | 2,840.73 |
| | PH | 31.44 | 33.15 | 34.76 | 36.31 | 38.13 |

January 1, 2025 to December 31, 2025

| Job Title | Period | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 |
|--------------|--------|-----------|-----------|-----------|-----------|-----------|
| Pay Grade 2 | PY | 44,690.46 | 47,044.69 | 49,199.41 | 51,533.69 | 52,830.51 |
| | BW | 1,718.86 | 1,809.41 | 1,892.29 | 1,982.07 | 2,031.94 |
| | PH | 23.07 | 24.29 | 25.40 | 26.60 | 27.27 |
| Pay Grade 3 | PY | 49,039.80 | 51,054.86 | 52,970.17 | 54,785.72 | 56,421.71 |
| | BW | 1,886.15 | 1,963.65 | 2,037.31 | 2,107.14 | 2,170.07 |
| | PH | 25.32 | 26.36 | 27.35 | 28.28 | 29.13 |
| Pay Grade 4 | PY | 50,236.87 | 52,451.44 | 54,646.06 | 56,581.32 | 59,294.67 |
| | BW | 1,932.19 | 2,017.36 | 2,101.77 | 2,176.20 | 2,280.56 |
| | PH | 25.94 | 27.08 | 28.21 | 29.21 | 30.61 |
| Pay Grade 5 | PY | 55,344.35 | 57,319.51 | 59,294.67 | 60,731.15 | 61,968.12 |
| | BW | 2,128.63 | 2,204.60 | 2,280.56 | 2,335.81 | 2,383.39 |
| | PH | 28.57 | 29.59 | 30.61 | 31.35 | 31.99 |
| Pay Grade 5B | PY | 59,374.47 | 61,449.39 | 63,524.30 | 65,040.59 | 66,357.36 |
| | BW | 2,283.63 | 2,363.44 | 2,443.24 | 2,501.56 | 2,552.21 |
| | PH | 30.65 | 31.72 | 32.80 | 33.58 | 34.26 |
| Pay Grade 6 | PY | 62,726.26 | 66,137.90 | 69,350.02 | 72,442.44 | 76,073.54 |
| | BW | 2,412.55 | 2,543.77 | 2,667.31 | 2,786.25 | 2,925.91 |
| | PH | 32.38 | 34.14 | 35.80 | 37.40 | 39.27 |

January 1, 2026 to December 31, 2026

| Job Title | Period | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 |
|--------------|--------|-----------|-----------|-----------|-----------|-----------|
| Pay Grade 2 | PY | 46,027.19 | 48,461.22 | 50,675.79 | 53,069.93 | 54,406.65 |
| | BW | 1,770.28 | 1,863.89 | 1,949.07 | 2,041.15 | 2,092.56 |
| | PH | 23.76 | 25.02 | 26.16 | 27.40 | 28.09 |
| Pay Grade 3 | PY | 50,516.19 | 52,591.10 | 54,566.26 | 56,421.71 | 58,117.55 |
| | BW | 1,942.93 | 2,022.73 | 2,098.70 | 2,170.07 | 2,235.29 |
| | PH | 26.08 | 27.15 | 28.17 | 29.13 | 30.00 |
| Pay Grade 4 | PY | 51,753.15 | 54,027.58 | 56,282.05 | 58,277.16 | 61,070.32 |
| | BW | 1,990.51 | 2,077.98 | 2,164.69 | 2,241.43 | 2,348.86 |
| | PH | 26.72 | 27.89 | 29.06 | 30.09 | 31.53 |
| Pay Grade 5 | PY | 57,000.29 | 59,035.30 | 61,070.32 | 62,546.70 | 63,823.57 |
| | BW | 2,192.32 | 2,270.59 | 2,348.86 | 2,405.64 | 2,454.75 |
| | PH | 29.43 | 30.48 | 31.53 | 32.29 | 32.95 |
| Pay Grade 5B | PY | 61,150.12 | 63,284.89 | 65,439.61 | 66,995.79 | 68,352.47 |
| | BW | 2,351.93 | 2,434.03 | 2,516.91 | 2,576.76 | 2,628.94 |
| | PH | 31.57 | 32.67 | 33.78 | 34.59 | 35.29 |
| Pay Grade 6 | PY | 64,601.66 | 68,113.06 | 70,586.99 | 74,617.11 | 78,347.97 |
| | BW | 2,484.68 | 2,619.73 | 2,714.88 | 2,869.89 | 3,013.38 |
| | PH | 33.35 | 35.16 | 36.44 | 38.52 | 40.45 |

HOW THE SALARY SCALE OPERATES:

- (a) All employees will normally commence at Level 1 of the classification they are in except that on a promotion from one job to a job in a higher pay classification the employee shall be placed on that level for **their** classification which is at least equal to **their** previous level in **their** former job. An employee who moves from a job in one pay classification to a job in a lower pay classification shall be placed on that level for **their** new pay classification which is closest but not higher than **their** former pay level in the higher pay classification. After original placement on this scale for a particular classification, movement from one level to another on the scale shall be based on the anniversary of the employee becoming employed in that job classification e.g. if employee commenced at Level 2 in a particular job classification, employee would advance to Level 3 on the occasion of the next anniversary of **them** becoming employed in that particular job classification;
- (b) For part-time employees, movement from one level to another, on the salary scale shall be based on the completion of 1937 hours worked in that job classification.
- (c) Notwithstanding the foregoing, any employee at any time may be advanced to a higher level of **their** classification on the salary scale if in Management's judgment this is warranted by the employee's level of skill, ability, training and performance.

RATE UNDER ARTICLE 28.01

For the purposes of Article 28:01, the rate of pay in the higher position shall be the next higher pay level in the higher pay Classification, e.g. a FSR at Level 5 who works as an Accounting Clerk pursuant to Article 28:01 would receive pay at Level 3 of that job.

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Signature Adoption: Pre-selected Style

Using IP Address: 142.166.128.55

Authentication Details

Identity Verification Details:

Workflow ID: c368e411-1592-4001-a3df-dca94ac539ae

Workflow Name: Phone Authentication

Workflow Description: Recipient will need to authenticate with their phone number via SMS or a phone call

Transaction Unique ID: db8797a8-87b8-5fac-87b2-f74b8a9e4bfa

Result: Phone Verification Passed

Selected Method: SMS

Phone Number: +1 902-877-0275

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Kenneth Shea

ken.shea@creditu.ca

President & CEO

Security Level: Email, Account Authentication
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Signature Adoption: Pre-selected Style

Using IP Address: 156.34.0.118

Signed using mobile

Authentication Details

Identity Verification Details:

Workflow ID: c368e411-1592-4001-a3df-dca94ac539ae

Workflow Name: Phone Authentication

Workflow Description: Recipient will need to authenticate with their phone number via SMS or a phone call

Transaction Unique ID: 769e364f-831d-5ff4-b024-eab8ef219836

Result: Phone Verification Passed

Selected Method: SMS

Phone Number: +1 902-233-2510

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| Signer Events | Signature | Timestamp |
|--|--|--|
| Sheri MacLeod macleodsheri7@gmail.com Security Level: Email, Account Authentication (None) |  <p>DocuSigned by: <i>Sheri MacLeod</i> C1EAEFD65293441...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 24.89.222.84 Signed using mobile</p> | Sent: 6/9/2023 4:51:40 PM Resent: 6/9/2023 4:53:47 PM Viewed: 6/9/2023 4:58:02 PM Signed: 6/9/2023 4:58:55 PM |

Authentication Details

Identity Verification Details:
 Workflow ID: c368e411-1592-4001-a3df-dca94ac539ae
 Workflow Name: Phone Authentication
 Workflow Description: Recipient will need to authenticate with their phone number via SMS or a phone call
 Transaction Unique ID: e9040dc5-704f-5a19-aab4-03832fdc2374
 Result: Phone Verification Passed
 Selected Method: SMS
 Phone Number: +1 902-331-1061
 Performed: 6/9/2023 4:57:49 PM

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Accepted: 6/9/2023 4:58:02 PM
 ID: 3470d08b-1667-401a-8c1d-e25a9f88d106

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| | | |
| Editor Delivery Events | Status | Timestamp |
| | | |
| Agent Delivery Events | Status | Timestamp |
| | | |
| Intermediary Delivery Events | Status | Timestamp |
| | | |
| Certified Delivery Events | Status | Timestamp |
| | | |
| Carbon Copy Events | Status | Timestamp |
| | | |
| Witness Events | Signature | Timestamp |
| | | |
| Notary Events | Signature | Timestamp |
| | | |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 6/9/2023 4:51:41 PM |
| Envelope Updated | Security Checked | 6/9/2023 4:53:46 PM |
| Certified Delivered | Security Checked | 6/9/2023 4:58:02 PM |
| Signing Complete | Security Checked | 6/9/2023 4:58:55 PM |
| Completed | Security Checked | 6/12/2023 2:09:37 PM |
| Payment Events | Status | Timestamps |
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