

COLLECTIVE AGREEMENT

BETWEEN: COASTAL COMMUNITY INSURANCE AGENCIES LTD.

AND: *Canadian Office and Professional Employees' Union, Local 15*

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BETWEEN: COASTAL COMMUNITY INSURANCE AGENCIES LTD.
(hereinafter referred to as the "Employer")

Party of the First Part:

AND: *Canadian Office and Professional Employees' Union, Local 15*
(hereinafter referred to as the "Union")

Party of the Second Part:

ARTICLE 1 – PURPOSE

- 1.1 The purpose of the Agreement is to maintain a harmonious relationship between the Employer and its employees, to define clearly the hours of work, rates of pay, and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Employer and its employees and in recognition whereof the Parties hereto covenant and agree as follows:
- 1.2 Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off, discharge, or otherwise because of race, colour, creed, national origin, age, sex, or marital status.
- 1.3 The Employer recognizes the right of an employee to work in an environment free from sexual harassment. Employees who feel they are being sexually harassed may initiate a grievance.

ARTICLE 2 – UNION SECURITY AND RECOGNITION

- 2.1 This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the Labour Relations Code and shall be binding on the Employer and the Union and their respective successors and assigns.
- 2.2 All employees covered under this Agreement who are members of the Union shall, as a condition of employment, remain members of the Union.
- 2.3 All employees hired subsequent to the signing date of this Agreement shall, as a condition of employment, become and remain members of the Union within thirty (30) days from the date of employment.
- 2.4 Upon written authorization from the employees, the Employer agrees to deduct Union initiation fees, dues and assessments from the wages of each employee and to transmit the

monies so collected to the Union, once monthly, together with a list of employees from whom such deductions have been made.

ARTICLE 3 – UNION AND EMPLOYER REPRESENTATION

- 3.1** The Employer shall recognize one (1) regular employee and one (1) alternate employee for each worksite, elected or appointed by the Union to act as Stewards(s). These employees must have completed their probationary period of employment. The Union shall inform the Employer, in writing, of the names of the Office Steward(s).
- 3.2** The Office Steward(s) may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay provided that the Steward(s) obtains permission from their immediate supervisor before leaving their immediate area for such purposes and, subject to operational requirements, such permission will not be unreasonably denied. Investigation and discussions will be done privately. The Employer shall not discharge, discipline or otherwise discriminate against any member as a result of legitimate Union activity.

3.3 Committees

The parties agree to establish a “joint standing committee” to deal with issues, or on-going concerns. Issues that are specific to a Branch must first be dealt with at the Branch where the issue(s) arose.

The Committee will be comprised of two (2) employee representatives and two (2) management representatives. The Committee will meet periodically at the request of either party.

The Committee may make recommendations to the Employer or the Union regarding proposed resolutions to issues. Recommendations will be put forward based on a consensus reached between the representatives of the Committee. The Employer or the Union will respond to recommendations of the Committee within two (2) weeks. A decision by the Standing Committee must be confirmed by an Official Representative of the Union and/or the Employer, as applicable, to bind the parties.

Minutes will be taken at Committee meetings and each representative will sign the minutes. Minutes will be circulated to all Branches and made available to employees and management staff.

The Standing Committee will be struck and representatives identified within one (1) month following ratification of this Collective Agreement.

ARTICLE 4 – RIGHTS OF THE EMPLOYER

- 4.1 The Union recognizes the right of the Employer to operate the business and direct the working force subject to the provisions of this Agreement and the right of the Union or employees to grieve, as provided in Articles 18 and 19.

Nothing herein contained shall limit the statutory powers and duties of the Directors of the Employer under the Companies Act, Section 141, which provides:

"The directors shall, subject to this Act and the articles of the company, manage or supervise the management of the affairs and business of the company."

ARTICLE 5 – DEFINITION OF EMPLOYEES

5.1 Probationary Period

All regular employees shall be considered probationary for the first sixty (60) working days of employment. This period may be extended by mutual agreement between the Employer and the Union.

The Steward at the appropriate branch will be notified of the new employee name. Each employee at the time of hire will be provided with the name of the local Steward of the Union.

5.2 Full-time Regular

All employees hired to work on a regular full-time basis.

5.3 Temporary

A temporary employee is one so informed by the Employer at the start of employment and who is scheduled to work for a specified period but not normally exceeding ninety (90) calendar days, except for temporary assignments known to be longer than ninety (90) calendar days duration such as maternity or long-term illness leaves, or when extended by mutual agreement between the Union and the Employer. A temporary employee reaching regular status will have rights under this Agreement which are based on length of service or seniority dated from the start of continuous employment.

5.4 Part-time Regular

An employee hired to work regular hours or days on a continuing basis and who is scheduled to work no less than fifteen (15) hours in any week.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

- 6.1 (a) Standard Day Shift — Shall be thirty-seven and one-half (37½) hours per week, seven and one-half (7½) hours per day, between the hours of 8:00 a.m. and 6:15 p.m., Monday to Saturday inclusive. Full-time regular employees will be allowed

two (2) consecutive days off during a work week as defined above, unless otherwise requested by the employee.

The Employer agrees with the principle of providing employees with two (2) consecutive days off wherever possible providing operational efficiencies can be maintained within the available workforce.

- (b) The determination of the starting time of daily and weekly work schedules shall be made by the Employer and such schedules may be changed by the Employer from time to time to suit varying conditions of business. In the event of any changes in starting and quitting times of shifts, the Employer agrees to give at least fifteen (15) days' notice of any change other than in circumstances where the shifts must be changed in response to unplanned employee absences or emergencies.

6.2 A one-half (½) hour lunch period will be provided and taken within the three (3) hours in the middle of the regular working day - precise time to be arranged between the Employer and the employee.

6.3 Two (2) relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be provided without loss of pay. Part-time employees will be entitled to the following:

Two (2) to five (5) hours worked – one (1) fifteen (15) minute rest period: in excess of five (5) hours worked – two (2) fifteen minute rest periods.

6.4 Overtime Premiums

- (a) Time worked in excess of the standard day shift shall be paid for at time and one-half (1½) the employee's straight time hourly rate for the first three (3) hours and two (2) times the straight time hourly rate thereafter.
- (b) Time worked by an employee on the employee's scheduled day off shall be paid for at time and one-half (1½) the employee's straight time hourly rate for the first two (2) hours and two (2) times the straight time hourly rate thereafter.
- (c) Time worked on a Sunday where it is a normal day off shall be paid for at two (2) times the employee's straight time hourly rate.
- (d) Time worked on a holiday provided for in Article 7 or a day in lieu of such holiday shall be paid for at two (2) times the employee's straight time hourly rate, plus one (1) day's regular pay.
- (e) **Call-outs**
An employee called back to work after having completed a regular day's work, or from a regular day off, or from vacation shall be paid at the applicable overtime premium specified in this Section for a minimum of four (4) hours or for time worked, whichever is greater. Travel time to and from the employee's residence will be considered time worked.
- (f) Overtime work must be authorized by the Manager or his/her authorized representative.

- 6.5 An employee who works overtime beyond a regular shift shall be allowed a suitable hot meal and one (1) hour paid meal period in which to eat the meal at his/her straight time hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed.
- 6.6 Employees who work overtime may take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight-time equivalent to the overtime earnings. This time-off must be taken no later than ninety (90) days after the occurrence of the overtime. If time-off is not taken within this period, overtime pay will be paid except in cases where the Employer has been unable to provide the employee with time-off.
- 6.7 Employees may decline overtime on a seniority basis providing there are other qualified employees available to perform the work. In such cases, the junior employees cannot decline to work overtime.

ARTICLE 7 – STATUTORY HOLIDAYS

- 7.1 (a) The Employer agrees to provide all employees with the following Statutory Holidays, without loss of pay *:

New Year's Day	Good Friday	Easter Monday
Victoria Day	Canada Day	B.C. Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government. Should one (1) of the above holidays fall on an employee's normal day(s) off, the employee shall receive an additional day or day(s) off, with pay to be taken adjacent to the employee's normal day(s) off or at a time mutually agreed between the employee and the Employer.

* Statutory Holiday pay at 4.8% will be included in the regular wage rates for part-time employees and paid on each pay period.

- (b) The day off in lieu of a holiday which falls on an employee's normal day off must be taken within ninety (90) calendar days following the date the holiday occurred. Seniority will govern when more than the allowable number of employees request the same day off work, giving due consideration to the requirements of efficient operation of the Agency.
- (c) Each employee shall be entitled to one (1) day off with pay each calendar year, this shall be known as a floating holiday. Seniority will govern when more than the allowable number of employees request the same day off work, giving due

consideration to the requirements of efficient operation of the Agency.
Should the Federal or Provincial Government proclaim another general holiday in addition to those set out in Section 1(a) above, such general holiday will replace the "floating holiday".

- 7.2 In the event any of the holidays in Section 1 occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

ARTICLE 8 – ANNUAL VACATION AND SUPPLEMENTARY VACATIONS

- 8.1 The vacation year shall be defined by the anniversary day of the commencement of the employee's employment.
- 8.2 All regular employees shall be entitled to a vacation in accordance with the following schedule:
- (a) Upon completion of six (6) months' service in his/her first year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days which if taken, will be deducted from his/her total entitlement for that year. Such vacation period must be taken at a time mutually agreed with the Employer. Vacation pay for an employee not completing one (1) year's service shall be paid at the rate of four percent (4%) of gross earnings.
 - (b) Each employee who completes one (1) year's service shall receive fifteen (15) working days paid vacation. Pay for such vacation shall be at the employee's current salary or six percent (6%) of gross earnings for the period in which vacation was earned, whichever is greater.
 - (c) Each employee who completes five (5) years' service shall receive twenty (20) working days paid vacation. Pay for such vacation shall be at the employee's current salary or eight percent (8%) of gross earnings for the period in which vacation was earned, whichever is greater.
 - (d) Each employee who completes ten (10) years' service shall receive twenty-five (25) working days paid vacation. Pay for such vacation shall be at the employee's current salary or ten percent (10%) of gross earnings for the period in which vacation was earned, whichever is greater.
 - (e) Each employee who completes fifteen (15) years' service shall receive thirty (30) working days paid vacation. Pay for such vacation shall be at the employee's current salary or twelve percent (12%) of gross earnings for the period in which vacation was earned, whichever is greater.
 - (f) Each employee who completes twenty-five (25) years' service shall receive thirty-five (35) working days paid vacation. Pay for such vacation shall be at the employee's current salary or fourteen percent (14%) of gross earnings for the period in which vacation was earned, whichever is greater.
 - (g) Part-time employees shall be paid at the appropriate percentage of gross salary based

on their vacation entitlement.

- (h) Regular part-time employees shall have the option either of having vacation pay added to each pay cheque or having vacation pay accrued and paid out on June 1st or December 1st of any calendar year, provided the employee notifies the Employer on the time sheet no later than two (2) weeks in advance of withdrawal of these funds.
- (i) Each regular part-time employee must make a declaration prior to the commencement of each calendar year as to which option he or she chooses. If no declaration is made, then the option chosen for the previous calendar year shall apply. New regular part-time employees shall make their selection at the time of employment.
- (j) One (1) week's vacation equals seven (7) calendar days.

8.3 Senior employees shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in broken periods instead of one (1) period may do so subject to the following:

Employees shall select their vacation periods in order of the common seniority list in the branch. However, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacations in separate periods shall select the periods in order of seniority.

It is understood and agreed that the time available will include the entire year and will not unreasonably exclude preferred dates such as Christmas due to Management holiday absences.

Subject to consideration of the efficient operation of the Agency, employees shall be allowed to use one (1) week of their vacation entitlement in periods of less than one (1) week duration.

8.4 Employees shall be permitted to bank five (5) working days of vacation and take it in the following year subject to the following:

- (a) There must be special circumstances warranting the banking of vacation, i.e. normal practice shall require the use of vacation entitlement in accordance with the schedule.
- (b) The banked vacation shall be taken at a time mutually agreed upon.

8.5 Should an employee's services become terminated, the employee shall reimburse the Employer for any overpayments he/she may have received for holidays provided by this Article.

8.6 Supplementary Vacation Plan

- (a) After completing ten (10) years of continuous service with the Employer, an employee shall, in addition to the regular vacation to which he/she is entitled, become eligible to receive a supplementary vacation with pay as set forth below:

YEARS OF COMPLETED SERVICE	WORKING DAYS OF SUPPLEMENTARY VACATION
After ten (10)	Five (5)
After fifteen (15)	Five (5)
After twenty (20)	Ten (10)

- (b) The supplementary vacation may be taken in conjunction with the regular vacation to which the employee is entitled, provided such regular vacation is not scheduled to be taken during the months of July and August, in which event the supplementary vacation shall be taken at a time to be agreed upon by the Employer and the employee.
- (c) The supplementary vacation must be taken prior to the employee becoming eligible for his/her next earned period of supplementary vacation, as provided in paragraph (a) above.
- (d) For full-time employees five (5) working days supplementary vacation pay shall be equal to one (1) week's salary of the employee's regular job at the time the vacation is taken. For part-time employees one (1) week supplementary pay shall be equal to the employee's average weekly earnings for the fifty two (52) weeks preceding the request for payment of supplementary vacation pay.

ARTICLE 9 – LEAVE OF ABSENCE

9.1 Union Business

Leave of absence without pay may be granted to employees for the purpose of attending to Union business with the approval of the Employer or his/her authorized Representative. The Union will request such leave by giving the Employer at least two (2) weeks' notice.

9.2 Bereavement Leave

In case of death in the immediate family of a full-time or part-time regular employee, the employee shall be granted leave of absence without loss of pay for five (5) days. Immediate family is defined as the employee's spouse, finance, children, step-children, foster children, mother, father, sister and brother. Such employees shall be granted leave of absence without loss of pay for three (3) days in case of death of the employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parents, grandparents and grandchildren. In the case of grandparents-in-law, niece and nephew, one (1) day's leave of absence with pay shall be granted upon request. Such employees shall be entitled to up

to two (2) extra days with pay if attending a funeral out-of-town where significant travel time is involved. The leave of absence will not be charged against annual vacation entitlement.

9.3 Jury Duty/Witness Duty

Full-time regular employees and part-time regular employees summoned to Jury Duty or subpoenaed as a court witness shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned, had they worked on such days. Such employees shall be entitled to wages at straight time rates for hours spent as a witness on behalf of the Employer on their own normal days off.

Employees on Jury Duty shall furnish the Employer with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on Jury Duty and actual work on the job in the office in one (1) day shall not exceed normal working hours for purposes of establishing the basic work day. Any time worked in the office in excess of the normal working hours shall be considered overtime and paid as such or equivalent time off.

9.4 (a) Pregnancy /Parental/Adoption Leave

Leave of absence without pay shall be granted in accordance with the Employment Standards Act. Such leave will not affect sick leave entitlement or seniority. All pregnancy/parental/adoption leave of absence requests shall be in writing, and shall show the last day to be worked and the expected date of return to work.

- (b) A regular employee shall be entitled to six (6) months' leave without pay upon completion of the pregnancy/parental/adoption leave period. Such leave shall be with seniority accrual and an employee shall only be entitled to return to a job at the same rate of pay with no classification or position guarantee.

Employees may continue to be covered under the benefit plans during this period provided they pay the monthly premiums in advance.

9.5 Special Leave Without Pay

- (a) Upon written application and when the requirements of the Employer's service will permit, an employee may be granted a leave of absence without pay, for a period of up to sixty (60) calendar days. Under such leaves, the employee shall retain and continue to accrue seniority. Such leaves of absence shall not be unreasonably withheld.
- (b) Such leaves may be extended for an additional period of up to sixty (60) calendar days when approved by the Employer. Seniority will not accrue during such extension.
- (c) Employees may continue coverage under the benefit plans during the leave periods outlined in Section (a) and (b) provided the employee pays the monthly premiums in advance.

ARTICLE 10 – BENEFIT PLANS AND SICK LEAVE

10.1 (a) On the first day of the month following completion of probation, all regular employees who work sixty (60) or more hours per month shall become entitled to coverage under the Benefits Program listed under this Section. For the purposes of coverage of common-law spouses (this may include a same sex partner) the Parties must have lived together under the same roof for a term of one (1) year or as otherwise established by Carrier requirement or law. Employees must notify the Employer when the common-law arrangement is terminated.

(b) **Benefits Package**

(Details of the benefit plans as referred to in Paragraph (a) are available on the BC Credit Union Employee Benefits Trust website at (www.cutrust.com)).

- Medical Services Plan of British Columbia
- Extended Health Care
- Vision Care
- Accidental Death & Dismemberment Insurance
- EFAP (Employee and Family Assistance Program) effective the first day of employment.
- Group Life Insurance
- Dental Care— Part I – 75%; Part 2 – 75%; Part 3 – 75%; Part 4 – 50% to a maximum of \$2000.00.
- Short Term Disability – The amount of benefit is equal to sixty-six and two-thirds (66 2/3's) of the employee's regular salary as reported to the carrier. The benefit commences after the first two (2) weeks of disability.
- Long Term Disability – The amount of benefit is equal to sixty-six and two-thirds (66 2/3's) of the employee's regular salary commencing upon the expiration of the short-term disability benefit.

NOTE: All employees will be provided with an Extended Health Care Direct Drug Program Card with a \$25.00 deductible. The Plan pays one hundred per cent (100%) of approved drugs.

- (c) The premium costs for the above Plans shall be fully paid by the Employer.
- (d) In conjunction with the current Vision Care Plan, the Employer will reimburse up to \$100.00 when an employee's personal Vision Care costs exceed \$150.00 in any 24 month period. If, in the future, the employees commence a "Menu Benefits" plan, this reimbursement shall cease.

10.2 **Group RRSP**

All regular employees shall be entitled to participate in the Coastal Community Insurance Agencies Ltd. (CCIA) Group RRSP upon the completion of one (1) years' service for full-time employees, or two hundred (200) working days for part-time employees.

Employer contributions to the RRSP will be made each pay period as per the

following:

- 9.5% of earned salary from January 1, 2005
- 10% of earned salary from January 1, 2006
- 10% of earned salary from January 1, 2007

Employees may invest in any of the applicable RRSP products available through Coastal Community Credit Union. Funds deposited to the employees RRSP are not available for withdrawal unless the employee can demonstrate to CCIA's satisfaction special circumstances beyond the control of the employee warrant a withdrawal. Exceptions to the above withdrawal restriction are the Home Buyers Plan, a Lifelong Learning Plan, termination of employment, or retirement.

RRSP's on deposit with Coastal Community Credit Union and registered in the employee's name will receive a preferred rate. The preferred rate for CCIA employees is one-half of one percent (0.5%) for the term selected above the applicable rate for Credit Union members. For "locked-in" RRSP's, the preferred rate would be available on the next anniversary date.

10.3 Sick Leave

Regular employees on benefits who are unable to work because of illness shall receive pay on the following basis:

- (a) During the ten (10) working days waiting period to become eligible for Short-Term Disability – full salary paid by the Employer.
- (b) Upon becoming eligible for Short-Term Disability an employee will receive two thirds (2/3) salary from the Short-Term Disability plan for the duration of the illness in accordance with the provisions of the plans. It is the responsibility of the employee to complete and file the necessary application forms to receive payment.
- (c) During illness covered by the Short-Term Disability Plan, and upon approval of the employee's claim, the Employer will top up the amount paid by Short-Term Disability to eighty-five per cent (85%) of the employee's regular salary for the following periods of time in relation to service with the Employer.

SERVICE	PERIOD OF SALARY DIFFERENCE
After completion of probation & up to two (2) years	Ten (10) working days
Over two (2) years but less than three (3) years	Thirty-five (35) working days
Over three (3) years but less than four (4) years	Fifty-five (55) working days
Over four (4) years	Eighty (80) working days

It is agreed that upon approval of the employee's claim, the Benefits Package outlined in Article 10.1 will continue as if the employee was working.

- 10.4** The employee, upon request by the Employer, shall provide proof of illness which involves paid leave.
This sick leave plan will also apply to family emergency illness for a maximum of five (5) working days per calendar year.

ARTICLE 11 – SALARY POLICY

- 11.1** When a new position is established or the duties of an existing position are significantly changed, the Employer shall set an interim salary and category for such position and notify the Union. The Union may, at its discretion, negotiate with the Employer, the salary and category and if agreement cannot be reached, the matter may be referred to arbitration as provided in this Agreement.

ARTICLE 12 – JOB POSTING

- 12.1** (a) Notice of all job vacancies within the bargaining unit shall be posted on a bulletin board on the Employer's premises for at least three (3) working days. The notice shall indicate job location, job title, category, and salary, and a brief outline of the duties involved. A copy of the notice shall be sent to the Union.
The requirement that the posting identify the job and Branch location does not prevent an employee from working hours at other Branches.
- (b) For the purposes of administration of Article 13, Layoff and Recall, all postings for part-time positions that identify multiple work locations will identify the "Home Branch" for the vacancy being filled.
- (c) An employee may bid on vacant positions which may involve a promotion, lateral transfer, or a lower classification.
- 12.2** (a) It shall be the intent of the Employer to fill job vacancies from within the bargaining unit providing employees who apply for positions have the required qualifications and certification.
- (b) All bids on posted job vacancies shall be, in writing, or on a form provided by the Employer.
- 12.3** Selections for job vacancies shall be made on the basis of qualifications and ability to do the job, and seniority, in that order. In the event two (2) or more employees have similar abilities, the employee with the greatest seniority shall be selected.
- 12.4** Internal training and cross-training shall be done on the basis of seniority to allow for the principle of promotion from within, subject to Section 2(a) and Section 3 of this Article.

ARTICLE 13 – LAY-OFF AND RECALL

- 13.1** Should the Employer decide to reduce the number of office staff the employee with the least amount of seniority in a position shall be the first laid-off from that position. The employee may displace another employee in a position at the same or lower job level providing he/she has the qualifications to perform the job functions satisfactorily and has greater seniority than the employee to be displaced.
- 13.2** Notice of lay-off or salary in lieu of notice shall be given to any affected regular employee in accordance with the following:
- (a) Employees, other than probationary employees, with less than two (2) years' service – two (2) weeks.
 - (b) Employees with two (2) years or more – two (2) weeks plus one (1) additional week per additional year of service to a maximum of twenty (20) weeks.
- Such payment in lieu of notice does not relieve the Employer from any other obligations or payments to which the employee is entitled under this Agreement.
- 13.3** A regular employee with six (6) months' or more service who is laid-off due to lack of work or redundancy shall be placed on a recall list for a period of twelve (12) months. Upon expiration of the recall period, the employee shall receive severance pay as provided for in 13.2 (a) or 13.2 (b).
- 13.4 Recall**
- Employees on the recall list shall have the right to return to a vacancy in their former position or to a position for which they are qualified providing no other employee with greater seniority is promoted or transferred to such vacant position. When such transfers or promotions occur, resulting in a vacant position, the employee on the recall list will be offered the resulting vacant position providing he/she is qualified.
- 13.5**
- (a) Notice of recall to an employee on the recall list shall be sent by registered mail to the employee's last known address. An employee on the recall list may be bypassed when the employee fails to respond to the notice within five (5) calendar days of its having been sent to the employee's last known address.
 - (b) An employee bypassed under the foregoing conditions shall be kept on the recall list for his/her remaining recall period.

ARTICLE 14 – SENIORITY

- 14.1** Seniority shall mean length of continuous service, with the Employer and its predecessors.
- 14.2** Upon completion of the probationary period, employees shall be entitled to all rights and privileges of this Agreement and the employee's seniority shall be effective from the

original date of employment.

- 14.3 An employee who leaves the bargaining unit to fill a position excluded from the unit, and who subsequently returns to the unit within one (1) year, shall be credited with seniority held at date of leaving the bargaining unit.
- 14.4 No seniority shall accrue for short terms of temporary work except where a temporary employee becomes a regular employee without a break in service. In such cases seniority shall start from the last date the employee started as a temporary employee assuming the employee has satisfied the probation period. Employees on the recall list who return to work on a temporary basis during their recall period shall have their recall rights extended by one (1) day for each day or part thereof worked.
- 14.5 An employee laid-off and placed on the recall list under Article 13, Section 3, will retain and continue to accumulate seniority during the period of lay-off.
- 14.6 An employee on approved leave of absence for the following reasons will continue to accrue seniority:
- | | |
|-----------------------------------|----------------------------|
| Union Business | – Article 9, Section 1 |
| Special Leave Without Pay | – Article 9, Section 5 (a) |
| Pregnancy/Parental/Adoption Leave | – Article 9, Section 4 |
| Sick Leave | – by Policy |
- 14.7 Regular employees shall accrue seniority on the basis of one (1) day for each day of accrued service, including statutory holidays, floating holidays and vacations.
- 14.8 Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.
- 14.9 A full-time regular employee, bumping into a part-time position as a result of a lay-off as outlined in Article 13 or technological change as outlined in Article 17, shall retain their right of recall as outlined in Article 13, Section 4.

ARTICLE 15 – GENERAL PROVISIONS

- 15.1 **Bulletin Board** space shall be made available to the Union for the purpose of posting notices relating to meetings, dues, entertainment, health and safety and general Union information and activities.
- 15.2 **No Strikes or Lockouts**
The Employer shall not cause or direct any lockout of employees during the life of this Agreement and neither the Union nor any representative thereof, nor any employee shall in any way authorize, encourage or participate in any strike walk-out, suspension of work,

or slow down on the part of any employee or group of employees during the life of this Agreement.

15.3 Disciplinary Action

Should it become necessary for management to discuss with an employee a matter which could result in disciplinary action being taken, such discussion will be conducted in private. At the discretion of the employee, a bargaining unit Union Office Steward, or an alternate as appointed may be present. Upon request of the employee, the substance of the Employer's complaint shall be given to the employee, in writing, at the time the discussion takes place.

When an employee is issued a letter of discipline, the local Steward will be provided a copy of the letter at the time the letter is issued.

15.4 Picket Lines

It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of his/her duties, to refuse to cross a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such picket line.

15.5 Doctor or Dentist Appointments

Where a full-time regular employee is required to attend a Doctor or Dentist appointment, during working hours, attendance at such appointments shall be without loss of pay. All employees shall make all reasonable efforts to schedule such appointments outside of working hours. Where attendance is required outside the immediate area, the employee shall provide a Doctor or Dentist's letter of referral and such appointments to be scheduled to interfere as little as possible with Agency business.

15.6 Transfers

In the event it becomes necessary to temporarily transfer an employee of the Agency outside the Municipality, the employee shall be compensated for mileage.

15.7 Car Mileage Allowance

Where an employee is requested by the Agency to use his/her car on Agency business, he/she shall be paid a rate on the equivalent basis as the Coastal Community Credit Union policy presently in effect under their current contract with the COPE, Local 15.

15.8 Employees shall not be asked to make any written or verbal contracts which may conflict with this Agreement.

15.9 The Employer shall supply the employees with a copy of any written warning or adverse report affecting the employee. Any reply by the employee shall become part of the employee's record. Upon giving reasonable notice, employees shall be entitled to review their own personnel files under supervision.

Provided the employee has been free from discipline for a period of twenty-four (24)

months, written warnings will be removed from the employee's file. Respecting suspensions, the employee must have been free from discipline for a period of thirty-six (36) months before the suspension will be removed from the employee's file.

15.10 There shall be no sub-contracting of any work performed at the Agency, to any individual or other Agency, unless otherwise agreed to by the Parties.

15.11 The Employer will pay the full costs of all courses seminars and licensing fees for the employees as required for them to perform their duties with the Employer. Attendance and exam writing during working hours shall be without loss of pay. Attendance must be approved by the Employer.

15.12 Part-time Employees Training

Part-time employees shall be paid subject to prior approval for authorized training courses attended during their scheduled time off. The call-out provision will be waived in this regard.

15.13 Work Related Meetings

The Employer will pay the employees for their time spent at Employer requested work related meetings. This does not apply to voluntary attendance.

15.14 Voting on Election Days

No wages shall be deducted for time lost on election days. The regular work schedule will prevail for Federal and Provincial elections.

ARTICLE 16 – DISCHARGE, TERMINATION AND SUSPENSION

16.1 It is hereby agreed that the Employer has the right to discharge, suspend, or otherwise discipline an employee for just and reasonable cause.

16.2 If a regular employee is terminated except as provided in Section 1 above, said employee shall receive two (2) weeks' written notice immediately prior to the date of termination, or the equivalent in wages. If notice is given immediately prior to the vacation period of any employee, such employee shall receive two (2) weeks' wages, at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits.

16.3 If, upon investigation by the Union and the Employer, or by decision of an arbitration pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged or suspended, the affected employee shall be, subject to the award of such arbitration or pursuant to the mutual findings of the Union and the Employer, re-instated to his/her former position without any loss of seniority or rank. Compensation for lost salary shall be as mutually agreed between the Employer and the

Union or as decided by arbitration.

- 16.4 Employees are expected to provide the Employer with two (2) weeks' notice of intention to terminate in order to provide adequate time to obtain a replacement.

ARTICLE 17 – TECHNOLOGICAL CHANGE AND SEVERANCE PAY

- 17.1 The Employer will provide the Union with not less than three (3) months notice of intention to introduce automation, equipment or changes in administrative procedures which might result in the reduction of personnel and/or changes in job duties sufficient to change job groupings.
- 17.2 Wherever practical, an employee becoming redundant due to new equipment or procedures, shall be eligible for retraining to qualify for the operation of such new equipment or procedure, or to qualify for new positions. Such retraining shall be provided by the Employer without cost and without loss of pay to the affected employee.
- 17.3 In cases where the retraining of an employee is not practical, the employee shall elect:
- (a) to exercise their bumping rights in accordance with Article 13.1;
 - (b) to be placed on the recall list in accordance with Article 13.3;
 - (c) to terminate employment.
- 17.4 Severance pay as provided for in Article 13.2 shall be due and payable immediately upon termination to an employee who elects for termination of employment pursuant to Article

ARTICLE 18 – GRIEVANCE PROCEDURE

- 18.1 Grievance means any difference or dispute concerning the interpretation, application, administration or alleged violation of this collective Agreement, whether between the Employer and any employee or employees bound by the collective Agreement or between the Employer and the Union.
- 18.2 Grievances shall be settled in the following manner:
- (a) If the employee has a grievance against the Employer, the procedure for settlement shall commence with Step 1.
 - (b) If the Employer or the Union has a grievance, the procedure for settlement shall commence with Step 3.

STEP 1: The employee involved shall first take up the grievance with the supervisor directly in charge of the work within ten (10) working days of the circumstances giving rise to the grievance. The employee may be accompanied by an Office Steward or Representative of the Union. The Employer shall give a decision within five (5) working days of such meeting.

STEP 2: If the grievance is not resolved at Step 1, the matter shall be reduced, to writing, by the Grievor and/or the Union and submitted to the management persons designated by the Employer within ten (10) working days following the decision rendered at Step 1. The Grievor along with the Office Committee and/or the Union Representative shall meet with the designated management persons to attempt to settle the matter. The Employer shall give a decision within ten (10) working days of such meeting.

STEP 3(a): If the grievance is not resolved at Step 2, it shall be referred to the Representative of the Union and a Representative of the Employer within ten (10) working days of the decision rendered at Step 2. Failing settlement within ten (10) working days of receipt of the grievance at this step, either Party may refer the matter to arbitration as provided in Article 19.

STEP 3(b): In the event a grievance is initiated by the Employer or the Union, the initiating Party shall notify the other Party, in writing, of the nature of the grievance and such notice shall be given within five (5) working days of the circumstances giving rise to the grievance unless the Parties agree to an extension of time. Failing settlement within ten (10) working days of receipt of notice, either Party may refer the grievance to Arbitration as set forth in Article 19.

STEP 4: In the event the matter remains outstanding after full utilization of either Step 3(a) or 3(b) the Party wishing to proceed to Arbitration, must within ten (10) days, notify the other Party that they are proceeding to Arbitration. This shall be done, in writing.

18.3 Except as provided in Section 4 following, a grievance not advanced to the next step under Section 2, within the time limits specified shall be considered abandoned, and all further recourse to the Grievance Procedure forfeited.

18.4 The time limits set forth in this Article may be extended by mutual agreement between the Union and the Employer.

ARTICLE 19 – ARBITRATION


- 19.1** (a) When any difference arises between the Parties as to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable or not, the matter may be referred by either Party to Arbitration.
- (b) The Parties to this Agreement hereby agree to use the services of a Single Arbitrator as a means of settling grievances and disputes.
- 19.2** The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Section 2, Step 3 of Article 18. The notice shall set out the question(s) in the opinion of the Party seeking arbitration, to be arbitrated, as well as a list of three (3) names of proposed Arbitrators.

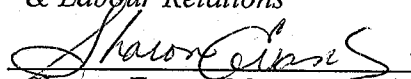
- 19.3 The Parties to the dispute will thereupon meet within ten (10) working days to decide upon an Arbitrator.
Failing agreement upon a person willing to act, either Party may apply to the Minister of Labour for the Province of British Columbia to appoint an Arbitrator.
- 19.4 Upon agreed appointment of an Arbitrator or appointed by the Minister of Labour, the Arbitrator shall hear the Parties, settle the terms of the question(s) to be arbitrated, if necessary, and make his binding award in writing to each of the Parties.
The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.
- 19.5 Each Party shall pay their own costs and expenses of the Arbitration and one-half (½) the remuneration and expenses of the Arbitrator.

ARTICLE 20 – DURATION

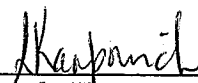
20.1 This Agreement shall be in full force and effect from and including **January 1, 2005**, to and including **December 31, 2007**, and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding the expiration, or immediately preceding July 1st, in any subsequent year, by written notice to the other Party, to require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective Agreement, or a new collective Agreement.

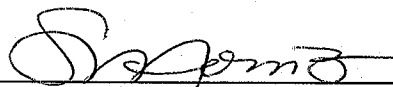
Signed on behalf of:
Coastal Community Insurance Agencies Ltd.


Garry Speakman, Senior Manager, Employee & Labour Relations


Sharon Evans, Manager, Sales & Operations

Signed on behalf of:
Canadian Office Professional Employees Union, Local 15


Linda Karpowich, Business Representative


Sheila Morrison, Secretary-Treasurer

E&OE

**APPENDIX "A-1"
HOURLY RATES**

EFFECTIVE: 1 JANUARY 2005

FULL-TIME EMPLOYEES	START	AFTER 60 WORKING DAYS
Receptionist	13.52	15.04
Sales Licence I	16.39	18.20
Agent II	18.50	20.55

EFFECTIVE: 1 JANUARY 2005

PART-TIME EMPLOYEES WITH BENEFITS	START	AFTER 60 WORKING DAYS
Receptionist	14.17	15.76
Sales Licence I	17.17	19.08
Agent II	19.38	21.54

EFFECTIVE: 1 JANUARY 2006

FULL-TIME EMPLOYEES	START	AFTER 60 WORKING DAYS
Receptionist	13.93	15.49
Sales Licence I	16.88	18.75
Agent II	19.06	21.17

EFFECTIVE: 1 JANUARY 2006

PART-TIME EMPLOYEES WITH BENEFITS	START	AFTER 60 WORKING DAYS
Receptionist	14.60	16.23
Sales Licence I	17.69	19.65
Agent II	19.96	22.19

EFFECTIVE: 1 JANUARY 2007

FULL-TIME EMPLOYEES	START	AFTER 60 WORKING DAYS
Receptionist	14.21	15.80
Sales Licence I	17.22	19.13
Agent II	19.44	21.59

EFFECTIVE: 1 JANUARY 2007

PART-TIME EMPLOYEES WITH BENEFITS	START	AFTER 60 WORKING DAYS
Receptionist	14.89	16.56
Sales Licence I	18.04	20.04
Agent II	20.36	22.63

Wage rates for part-time employees include 4.8% for Statutory Holiday pay and one Floater.

LETTER OF UNDERSTANDING #1

BETWEEN: COASTAL COMMUNITY INSURANCE AGENCIES LTD.

AND: *Canadian Office Professional Employees Union, Local 15*

The aforementioned parties agree that item #1 on the Memorandum of Agreement dated September 20, 1996, which refers to amended hours of work will not unduly affect existing employees, except by their own choice.

The intention for the amended hours of work — other is to provide the Employer with a fair chance to compete on a level playing field with the changing forms of delivery such as 24 hour toll free service, internet delivery, and providing services from the home.

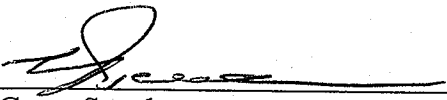
Example 1:

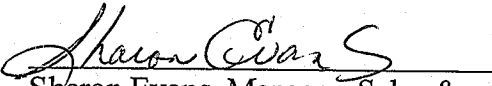
Should an existing employee decide **NOT** to take a position offered that would require working outside of the hours between 8:00 a.m. and 6:15 p.m., their position would not be in jeopardy.

Example 2:

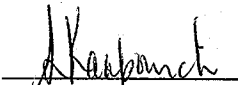
Should an employee **TAKE** a position offered that would require working outside of the hours between 8:00 a.m. and 6:15 p.m., their position would not be replaced or excluded.

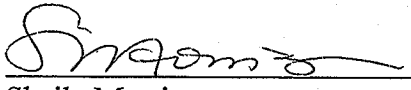
SIGNED ON BEHALF
OF THE EMPLOYER
PARTY OF THE FIRST PART:


Garry Speakman
Senior Manager, Employee & Labour
Relations


Sharon Evans, Manager, Sales &
Operations

SIGNED ON BEHALF OF
THE UNION
PARTY OF THE SECOND PART:


Linda Karpowich
Business Representative


Sheila Morrison
Secretary-Treasurer