

**Collective Agreement**

BETWEEN

**Canadian Northern Shield  
Insurance Company**

AND

**Canadian Office & Professional  
Employees' Union  
Local 378**

2007 – 2010

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**Benefits Supplement Section**

**Dental Care Plan**

**Extended Health Care Plan & BC Universal Pharmacare Plan**

**Group Life & Accidental Death, Disease & Dismemberment Insurance**

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**Employee Assistance Program**

**Long Term Disability Plan**

**BC Medical Services Plan**

**Retirement Plan**

**Travel Accident Insurance**

**Simple Exercises for the VDT Operator**

**Captions and Headings**

The captions, headings, and table of contents of this collective agreement are inserted for convenience only and shall not be used in interpreting the provisions of the agreement.



## AGREEMENT

THIS AGREEMENT made the 5th day of October, 2007

BETWEEN: **CANADIAN NORTHERN SHIELD INSURANCE COMPANY**  
(herein after called the "Company")

AND: **CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,  
LOCAL 378**  
(herein after called the "Union")

WITNESSETH, that the parties hereto have mutually agreed as follows:

### 1. Date of Effect

The following provisions shall take effect and be binding upon the Company and the Union for a period commencing the first (1<sup>st</sup>) day of October, 2007, and ending the thirtieth (30<sup>th</sup>) day of September, 2010, SAVE and EXCEPT as may be expressly required herein or as may be required from time to time by the statutes of British Columbia.

### 2. Retro-Activity

The following provisions of this agreement shall come into force and effect on and shall be fully retroactive to and including the date(s) indicated: October 5, 2007. Benefit improvements take effect no later than October 5, 2007

Retroactive adjustments for the period between the expiration of the previous agreement and the date of the signing of this agreement shall apply to:

- a. Employees who are in the employ of the Employer on the date of this agreement; and
- b. Employees whose employment with the Employer terminated during the above-mentioned period.

### 3. Section 50 Exclusion

The parties hereto agree to the exclusion of the operation of Section 66, subsection (2) of the Labour Code of British Columbia (in accordance with Section 66 (3) thereof).

### 4. Bargaining Procedures

It is the intent of the parties to discuss the issues during the life of the agreement, and in collective bargaining, in a problem-solving atmosphere based on the concept of principled bargaining.

### 5. Notice to Bargain

Either party may at any time within four (4) months immediately preceding the expiry date of this agreement, give to the other party written notice of its intention to re-open or amend this agreement on its expiry date or on any day thereafter. The parties shall exchange particulars of desired changes to the agreement not later than the date of the first meeting of negotiations.

### 6. Pre-Bargaining Meeting

Prior to the commencement of collective bargaining, the parties shall meet to preview matters of concern, and to develop plans and procedures to optimize the effectiveness of direct collective bargaining in bringing about an agreement.

**7. Continuation Clause**

After the expiry date of this agreement and until a revised agreement is signed, this agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retro-active in such revised agreement.

**8. Strikes and Lockouts**

Notwithstanding paragraphs 3 and 5, it is agreed that the employees may strike, and the Company may lock out after this agreement's expiry date.

**9. Scope of Agreement**

Letters or Memoranda of Understanding, which may be agreed between the parties from time to time during the life of this agreement, shall be attached hereto when so intended by the parties and shall have full effect as part(s) of this agreement. Such Letters or Memoranda shall contain appropriate references establishing effective dates. Where no terminating date is specified within the context, the Letter or Memoranda shall continue in effect from year to year in the same manner as the body of the agreement or until terminated by agreement of the parties. Letters or Memoranda of Understanding shall carry the signatures of the appropriately authorized Union and Company Officers or Representatives.

**10. Gender and Plural Usage**

Wherever the singular or feminine is used in this agreement, these words shall be construed, as meaning the plural or masculine wherein the context requires. Conversely the reverse is equally true.

**11. Interpretation of Time Period Terminology**

Reference to weeks, months or years shall mean calendar weeks, months, or years, unless otherwise stated in the context. References to "days" means working days unless otherwise stated in the context.

**12. Management Rights**

All management rights heretofore exercised by the Company, unless expressly limited by this agreement, are reserved to and are vested exclusively in the Company.

**13. Company Policies**

The Company agrees to advise the Union in writing of all policy and procedure instructions relating to matters covered by this agreement. The Company will not issue any policy and procedure instructions, which are contrary to the terms and conditions of this agreement, and it is recognized that all such policy and procedure instructions may be the subject of grievance pursuant to Article III of this agreement.

## ARTICLE 1

### UNION SECURITY

#### 1.01 Agreement Application

This agreement shall apply to and be binding upon all employees of the Company described in a Certificate issued to the Union by the Labour Relations Board on the 1<sup>st</sup> day of February 1985 and shall continue to apply to the said Certificate as the same may be amended by the Labour Relations Board of British Columbia from time to time.

#### 1.02 Application and Maintenance of Membership

The Company agrees that all employees covered by this agreement within fifteen (15) calendar days of the signing of this agreement, or within fifteen (15) calendar days of the date of employment with the Company, whichever event shall later occur, as a condition of continued employment with the Company shall make application to become members of the Union and if accepted, remain members of the Union.

#### 1.03 Acquainting New Employees

The Company will inform new employees of their Union membership obligations. The Company will provide Union membership cards and dues deduction forms to new employees for their completion and signing at the time of employee documentation. The Company will forward the executed documents to the Union as soon as possible, but in any event, within fifteen (15) calendar days of the employee's date of hire. Such forms will be provided to the Company by the Union.

The Company will provide the employee with a list of Job Stewards.

#### 1.04 Assignments of Wages and Employee Information

The Company will honour written assignments of wages for Union dues, initiation fees and general membership assessments and shall remit such to the Union monthly together with the following information as to the persons from whose pay such deductions have been made:

- |                            |                       |
|----------------------------|-----------------------|
| a) Social Insurance Number | e) job classification |
| b) Name -- address         | f) employee status    |
| c) monthly salary          | g) date of hire       |
| d) amount of dues deducted | h) work location      |

In addition to the above the Company will provide the Union monthly with a list of:

- i) new hires
- ii) employees on extended leave of absence
- iii) acting pay appointments

The following information will be provided to the Union upon request, but not more than six (6) times per year:

- i) terminations
- ii) promotions
- iii) demotions
- iv) lateral moves between budget centres
- v) salary revisions
- vi) address and name changes

Such information shall be supplied by the Company and in a form mutually acceptable to the parties.

### **1.05 Company Financial Obligations**

Notwithstanding any provision in this Article, there shall be no financial responsibility on the part of the Company for fees, dues, or general membership assessments of an employee unless there are sufficient unpaid wages of that employee in the Company's possession except that this provision shall not absolve the Company of its financial obligations in those circumstances where it knowingly failed to withhold sufficient employees' pay to pay the monies outstanding to the Union.

### **1.06 Prohibited Grounds of Discrimination**

- a) Neither the Union nor the Company, in carrying out its obligations under this agreement, will discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, creed, colour, national origin, age, sex, marital status, sexual preference, physical disability, ethnic origin, conviction for which a pardon has been granted, political beliefs or affiliation, or religious belief or affiliation.
- b) The parties will also not discriminate because of family status, number of dependents, pregnancy or childbirth, place of residence, mental disability or citizenship provided the employee has the legal right to be employed at the Company's place of business.
- c) Paragraphs (a) and (b) do not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.
- d) Notwithstanding the above, the parties hereto subscribe to the principles of the Human Rights Act of British Columbia.
- e) This Article does not preclude an employee from making a complaint under the BC Human Rights Act, but an employee shall not be entitled to duplication of process and must choose between complaint under the Act or the grievance procedure.

### **1.07 No Discrimination for Union Activity**

The Company agrees that there shall be no discrimination or coercion exercised or practiced with respect to any employee by reason of membership or activity in the Union.

### **1.08 Bargaining Union Work**

Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit personnel except in emergencies when bargaining unit employees capable of performing the work are not available.

### **1.09 Contracting Out**

- a) The Company will not contract out work normally performed by bargaining unit employees which will result in any lay-off or downgrading of such employees.
- b) The Company shall not contract out bargaining unit work where it would undermine the integrity of the bargaining unit.
- c) It is recognized by the parties to this agreement that company operations require the utilization of consultants from time to time to perform specialized tasks and to work on projects requiring special expertise.

- d) Whenever the Company does become engaged in such tasks or projects, the Company will make every reasonable effort to locate qualified bargaining unit employees and to release them from their normal duties to perform the work in question. This paragraph does not require the Company to allow an employee to work overtime on her own job which is not otherwise necessary or to transport an employee unreasonable distances to work on the task or project.
- e) It is recognized that the Company is entitled to use a consultant when:
  - i) it is necessary to respond to an emergency or an urgent customer service situation including, without limitation, a situation which is urgent in the opinion of the customer or broker, provided the situation is one over which the Company has no control;
  - ii) it is specified by a broker as a condition of entering into, renewing, or continuing a policy or group program; or
  - iii) full employment cannot be provided to an employee of the Company.
- f) After the Company uses consultants, it will notify the Union and, upon request, will provide the Union with its reasons for doing so. This paragraph does not apply to the use of independent adjusters or loss control services.

## ARTICLE 2

### UNION RECOGNITION

#### **2.01 Recognition of Union Executive Board Members, Councilors, Job Stewards and Business Representatives**

The Company will recognize individuals and/or employees elected, appointed, and/or designated by the Union as its qualified Officers, Councilors, Job Stewards and/or Representatives. The Union will notify the Company in writing as to who are the elected or appointed Officers, Councilors, Job Stewards, and/or Representatives of the Union authorized by the Union to discuss and, wherever possible, resolve problems arising out of the Agreement.

#### **2.02 Rights of Job Stewards**

The rights of union Job Stewards shall include the following activities:

- a) Investigation of complaints, grievances, and/or disputes including the making of presentations to management as required.
- b) The transmission of Union bulletins and/or notices by posting or such other means as are reasonable under the circumstances.
- c) Participation in collective bargaining, and/or arbitration proceedings when directed by the Union.
- d) Participation in the administration of the Union as may be required for Union Executive meetings and Job Stewards meetings.

#### **2.03 Paid and Unpaid Leave for Job Stewards and Union Officers**

- a) Job Stewards can carry out their duties in Article 2.02 (a) and 2.02 (b) above without loss of pay during regular hours and it shall be considered as time worked. The time spent by Job Stewards beyond their regular hours will not be paid for by the Company. Before carrying out such duties during regular working hours, the Job Steward will first obtain permission from the Manager or his designate at his location. Such permission will not be unreasonably withheld. It is agreed that Job Stewards will carry out their duties in such a manner as to cause a minimum of interference with normal job duties. (See Article 2.09).
- b) Job Stewards and/or affected Company employees can participate in arbitration hearings without loss of pay during regular hours and it shall be considered as time worked. The time spent beyond regular hours will not be paid for by the Company.
- c) i) Job Stewards and/or other elected Officers of the Union who regularly work for the Company and are required to participate in the Union Executive Meetings will be granted up to one day's leave with pay for each period of leave so required. Time spent beyond regular hours and time spent beyond one working day will not be paid by the Company and will be considered leave of absence without pay.  
  
ii) Subject to maintenance of operations, Job Stewards and/or other elected Officers of the Union who regularly work for the Company, and who are elected or appointed to attend Union or Labour Conventions, will be granted leave of absence without pay to attend such conventions provided reasonable notice is provided to the Company. The Union agrees that remaining employees in a work area affected by the granting of leave under this provision will cooperate with the Company to

minimize the effect of leave granted to Job Stewards and/or other elected Officers under this section.

- d) Job Stewards and/or elected Officers of the Union who regularly work for the Company and who are assigned to Joint Union-Company Committees, will be paid by the Company for all time spent on such committees during regular hours.
- e) Job Stewards and/or other elected Officers of the Union may receive leave of absence with or without pay at the discretion of and by prior arrangement with the Manager, Human Resources for other activities not specifically identified above. Such leave shall not be unreasonably denied.

#### **2.04 Leave of Absence for Employees – Elected or Appointed to Full Time Union Positions**

Employees elected or appointed to full time Union positions (excluding clerical staff) will be granted leave of absence without pay on request. Time spent with the Union will be considered as service with the Company and the employee will continue to accrue seniority with the Company during such period. Employees on such leave will at their option continue to participate in all welfare plans, provided the Union reimburses the Company on a monthly basis for the cost of such premiums. Employees on leave to work for the Union on application to the Company, will be re-employed by the Company at a job level equivalent to that which the employee left to work for the Union.

The salary of the employee on re-employment will be that salary which the employee would have attained in her classification assuming she had never left the employment of the Company.

#### **2.05 Communications – Union Bulletin Boards and Electronic Systems**

Bulletin Boards shall be made available to the Union at all locations of the Company for posting of appropriate notices relative to meetings and general Union activities. The Company will provide access to its mail distribution systems and fax machines for the distribution of such notices. .

The Company agrees to allow the union office the authority of using their email system to distribute Union approved materials. The Union agrees that their members will access this material during their coffee or lunch periods. The Union agrees that its members will not forward this material. If Union members distribute such material the union will ensure that the Company is held harmless and will defend and indemnify Canadian Northern Shield.

#### **2.06 Cooperation with Union Officers**

The Company will cooperate with Officers, Councilors, Job Stewards, and/or Representatives of the Union in carrying out their union responsibilities.

#### **2.07 Union Use of Office Space**

Job Stewards and/or Representatives of the Union who require private office space for the purpose of performing duties relative to 2.02(a) above, will receive such accommodation on request to the Manager of the Department or the Manager, Human Resources or designate.

#### **2.08 New Employee Union Orientation**

A new employee will be provided with a copy of the Collective Agreement, and will be introduced to her Job Steward as part of her orientation to the department. In addition, the Company agrees that a representative of the Union will be given an opportunity to address collectively, on a once per month basis (if required), all new bargaining unit employees to a department during regular working hours, without loss of pay, for a period of up to thirty (30) minutes. The purpose of the meeting is to acquaint new employees with the benefits

and duties of Union membership and employees' responsibilities and obligations to the Company and the Union. The time and location of the meeting will be subject to approval by management.

### **2.09 Union Meetings**

The Company where possible, will allow Union Representatives to conduct meetings after hours on Company premises, within the following conditions:

- a) The Union will provide the Company with as much advance notice as possible.
- b) The meeting(s) will be held in an area which will cause the least inconvenience to the cleaning services, e.g. Lunchrooms, or an open area.
- c) The Union will ensure that the premises are left in good order.
- d) Any meetings involving more than one floor area or department will be held off premises.

### **2.10 Copies of the Collective Agreement**

The Company shall print an adequate number of copies of the Collective Agreement at a Unionized printing shop and the costs will be shared equally by the two parties. The Union shall distribute copies of the agreement to its members.

### **2.11 Union Insignia**

A union member shall have the right to wear or display jewellery bearing the recognized insignia of the Union.

### **2.12 Union Shop Plaques**

One (1) union shop plaque, furnished by the Union, will be displayed to public view at the public entrances to the Company premises. Such plaque will not exceed 6 inches by 8 inches in dimensions, and shall be surrendered by the Company upon demand by the Union.

### **2.13 Right to Have Job Steward Present**

An employee shall have the right to have a Job Steward present at any discussion with management personnel where the basis of the discussion is disciplinary action, providing this does not result in an undue delay of the proceedings. Where a manager meets with an employee with the specific intent to administer discipline, the manager shall make every effort to notify the employee in advance of that meeting in order that the employee may have a Job Steward present. This clause does not apply to those discussions that are of an operational nature or do not involve disciplinary action.



## ARTICLE 3

### GRIEVANCE PROCEDURE

#### **3.01 Grievance Defined**

"Grievance" means any difference or any dispute between the persons bound by the Agreement concerning the dismissal, discipline, or suspension of an employee; or concerning the application, interpretation, operation, or any alleged violation of this Agreement, or any other dispute including any questions as to whether the matter is arbitrable. All grievances will be resolved without stoppage of work by one of the following procedures.

#### **3.02 Union or Company Grievance**

Should either the Union or the Company consider that an action, or proposed action, is or will become a difference or dispute between the parties concerning the application, interpretation, operation or any alleged violation of this Agreement, or any questions as to whether the matter is arbitrable, then such will be considered a policy grievance and be dealt with as follows:

The Grieving party, i.e. the President of the Union or the Manager, Human Resources of the Company, or their nominee(s), shall initiate same by letter. Within seven (7) calendar days of receipt of such written notice, the principals or their nominees shall meet and attempt to resolve the grievance. Failing settlement, the matter may be referred by either party at its option to the agreed Third Party as provided for in Article 3.08. If the grievance is not submitted to, or is not resolved by the Third Party, the grievance may be submitted to arbitration as set out in Article 3.07 below.

#### **3.03 Discipline, Termination, Suspension Grievances**

Grievances concerning termination or suspension of an employee may be submitted directly to Stage III of Article 3.06 at the option of the Grieving Party. Grievances concerning the discipline of an employee, other than termination or suspension, will follow all the stages of Article 3.06.

Should an Arbitrator, Labour Relations Board, or other body find that an employee has been dismissed, suspended or otherwise disciplined for other than proper cause, or find that an employee has been unjustly dismissed, suspended or otherwise disciplined for proper cause, the Arbitrator, the Labour Relations Board or other body may substitute such other penalty and/or order reinstatement and/or order compensation to the employee as it considers just and reasonable in all the circumstances.

#### **3.04 Job Selection Grievances**

Grievances concerning job selection shall be dealt with under Article 7, except that such disputes may be referred to arbitration as set out in Article 3.07 for final resolution.

#### **3.05 Job Classification Disputes**

Grievances and disputes concerning job classifications and pay grades shall be resolved under Article 10.

#### **3.06 General Grievance Procedure**

The parties to this agreement agree that it is important to resolve complaints and grievances as quickly as possible.

### **Stage I**

Should a grievance occur, it shall be submitted by the employee, or the Job Steward on behalf of the employee, to the Manager, in writing with a copy to the Union and to the Manager, Human Resources, not later than thirty (30) calendar days from the date the employee was advised of the event leading to the grievance.

Within seven (7) calendar days of receipt of such Stage I grievance, the Manager, or his designate, will discuss the grievance jointly with the Job Steward and employee. The Manager, or his designate, will render a decision in writing to the Job Steward with a copy to the employee, the Union and the Manager, Human Resources, within fifteen (15) calendar days of the date of the discussion at Stage I.

### **Stage II**

- a) Should a grievance be unresolved at Stage I, the Union may refer the matter to Stage II by writing the Manager, Human Resources, within fifteen (15) calendar days of receipt of the Manager's decision at Stage I.
- b) Within twenty (20) calendar days of receipt of the Union's referral to Stage II, a member of the Union staff and the Manager, Human Resources, will meet and initiate a joint investigation in an effort to resolve the dispute. If the parties are unable to resolve the dispute the Union may refer the matter to Stage III within fifteen (15) calendar days from the date of the discussions at Stage II.

### **Stage III**

A grievance referred by the Union to Stage III will be in writing to the Chief Operating Officer.

Within fifteen (15) calendar days of receipt of the Union's referral to Stage III the Chief Operating Officer, or designate will discuss the grievance with representatives of the Union.

Within fifteen (15) calendar days of the date of the discussion with the Union Representative(s), the Chief Operating Officer, or designate, will submit the Company's decision to the Union in writing.

Within thirty (30) calendar days of receipt of the Company's decision at Stage III, the Union may refer the grievance to arbitration as set out in Article 3.07.

### **3.07 Arbitration**

- a) All grievances submitted to arbitration shall be adjudicated by a single arbitrator. Within seven (7) days of notice to arbitrate being served under Stage III above, or in accordance with other Articles of this Agreement, the parties will attempt to agree on an arbitrator (which may include those on the following list). Should the parties fail to agree on an arbitrator during this period, an arbitrator shall be drawn by lot from one of the following:

Mr. Allan Hope

Mr. Donald Munroe

Mr. Dalton Larson

Mr. Jim MacIntyre

Mr. Hugh Ladner

In the event the selected arbitrator is unable to serve within a period of sixty (60) calendar days from the date of the selection, another name shall be drawn by lot from the above shown list. Should none of the arbitrators identified in the above shown list be able to serve within a period of sixty (60) calendar days from the date

of selection, either party may request the Minister of Labour to make an appointment.

- b) The arbitrator shall proceed as soon as practical to examine the grievance and within thirty (30) calendar days render his judgement and decision which shall be final and binding on the parties and upon any employee affected by it.
- c) Each party to this Agreement will equally share the fee, expenses and disbursements of an arbitrator appointed under this Section.
- d) The arbitrator shall not be authorized to alter, modify or amend any part of this Agreement.

### **3.08 Third Party Referral – Labour Relations Code – Section 103**

Notwithstanding the foregoing procedures:

“Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, during the term of the Collective Agreement, Mr. Vince Ready, or a substitute agreed to by the parties, shall at the request of either party:

- a) investigate the difference
- b) define the issue in the difference, and
- c) make written recommendation to resolve the difference within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the Grievance Procedure.”

### **3.09 Grievor’s Right to Attend Grievance Meeting**

The aggrieved employee may be present at any or all steps of the Grievance Procedure if she desires and costs and wages thereto will be borne by the Company.

### **3.10 Amending Time Limits**

Time limits as set out in the preceding sections may be extended by mutual consent of the Company and the Union, but the same must be in writing.

### **3.11 Stage III Initiation**

The processing of any grievance may begin with Stage III by mutual agreement of the parties.

## **ARTICLE 4**

### **SENIORITY**

#### **4.01 Seniority Defined**

- a) Except as modified in this Agreement, seniority shall be determined as length of continuous service with the Company as a member in good standing of the Union.
- b) For those employees specifically named in the Consent Order, dated January 24, 1985, seniority shall be determined as length of continuous service with both I.C.B.C. and the Company as a member in good standing of the Union, provided, however, that they meet the requirements of Article 4.03, below.
- c) Unless an effective break in service occurs, a temporary employee who secures a regular position during the term of his temporary employment shall be credited with seniority back to the date last hired as a temporary employee.

#### **4.02 Date of Hire Prior to Agreement**

All employees of the Company as at the signing date of this Agreement shall be granted with seniority back to the date that they were last hired by the Company, provided, however, that they meet the requirements of Article 4.03 below.

#### **4.03 Probationary Employees**

New employees hired under the terms of this Agreement will be on probation for three (3) months or sixty (60) paid days of employment whichever shall last occur, and will not attain any seniority during this period. Upon completion of the probationary period, the employee will be credited with seniority back to the date of hire.

#### **4.04 Seniority Lists Provided**

The Company will provide the Union with a seniority list in July of each year, and at other dates as mutually agreed between the parties.

#### **4.05 Loss of Seniority**

Employees shall lose their seniority only if they:

- a) terminate employment with the Company.
- b) are discharged for just cause or terminated pursuant to proper application of this Agreement.
- c) are laid off for a period exceeding the specified recall period as described in Article 8.09 (a).
- d) accept, or transfer to, a position within the Company which is outside of the bargaining unit; except that upon returning to a position within the bargaining unit they will be credited with such seniority as had previously been attained in the bargaining unit. (See Article 4.09).

#### **4.06 Seniority Accrual on Recall List**

Employees laid off and placed on the recall list shall continue to accrue seniority during such period of layoff.

#### **4.07 Seniority for Part-Time Employees**

Part-Time employees shall be credited with seniority in direct relation to their hours worked.

#### **4.08 Seniority Accrual While on Leave**

Sick leave, vacation, or approved leave of absence will not constitute a break in seniority provided continuous membership is maintained in the Union except that seniority accrual will cease after:

- 1) An employee has been on extended leave of absence, without pay, excluding maternity leave, for a period of four (4) continuous months; or
- 2) An employee has been receiving disability benefits for one (1) year, or for a period which is equal to her pre-disability service when it is greater than one (1) year to a maximum of two (2) years,

unless otherwise provided for in this Agreement.

#### **4.09 Return to Bargaining Unit**

The Company and the Union recognize that employees in bargaining unit positions which are excluded from the bargaining unit, and that a return to a position in the bargaining unit at a later date may be required or desired. Where this happens and when the period in the non-bargaining unit position is less than twelve (12) months, the Union will facilitate the individual's return to the bargaining unit by waiving a job posting on an available position as mutually agreed by the Union and the Company, and providing that such position shall not be in a higher pay grade than the last position which the employee held when previously a member of the bargaining unit.

## ARTICLE 5

### EMPLOYMENT, DISCHARGE, AND TERMINATION

#### 5.01 Notice of Appointment – New Employee

All new employees will receive a notice of appointment setting out the date of hire, job title, salary, and employment status in accordance with Articles 6.02 to 6.05 inclusive of this Agreement. If status is that of a Full or Part-time Temporary Employee, this notice shall also indicate the nature of the project and expected duration of employment.

#### 5.02 Probationary Period for Employees

A new employee entering service in a job covered by this Agreement shall be considered probationary for a period of three (3) months or sixty (60) paid days of employment, whichever shall last occur, and may be terminated during this period with two (2) days notice or pay in lieu of notice. A new employee hired into a job listed in Appendix "C" of this Agreement or a job at Salary Group 6 and above shall be subject to a four (4) month job performance probation, and may be terminated in accordance with the foregoing as a result of inadequate performance. An employee who is subject to a four (4) month performance probation shall be eligible for benefits as described in Article 6 of this Agreement after completing three (3) months or sixty (60) paid days of employment, whichever shall last occur. Probationary periods as described above may be extended by mutual agreement of the parties.

A full-time temporary or part-time temporary employee entering a regular full-time or regular part-time position which is a different job title and classification from her previously held temporary position shall be subject to a three (3) months performance probation. Such an employee shall be eligible for welfare benefits in accordance with the conditions set out in Article 6.02 (b) of this Agreement. The employee may be terminated during this period as a result of inadequate performance and will receive:

- two (2) days notice or pay in lieu of notice if the employee has sixty (60) paid days or less of employment with the Company.
- ten (10) days notice or pay in lieu of notice if the employee has more than sixty (60) paid days of employment with the Company.

The probationary period described above may be extended by mutual agreement of the parties.

#### 5.03 Special Program for Competency Related Inadequacies

A regular employee not covered by Article 6.01 may be placed on a special program to correct inadequate performance. Prior thereto the Company will provide a written notice to the employee with a copy to the Union outlining the inadequacies.

The employee will be given a period of up to three (3) months from the date of such notice during which the employee and the supervisor will endeavour to raise the employee's performance to an adequate level. This period will not be less than three (3) months unless otherwise agreed by the parties.

An employee who fails to improve her performance to an adequate level by the end of the above stated period may be terminated in accordance with Article 5.05.

#### **5.04 Dismissal**

Employees may be discharged for just cause without notice. "Just cause" is defined for the operation of this Agreement as a serious breach of discipline or conduct. At the time of such discharge, the Company shall give the employee a full written statement of the reasons for such discharge if the employee so requests, and a copy of this written statement will be forwarded to the Union.

#### **5.05 Notice of Termination**

Employees who have completed their probationary period under 5.02 above, and who are terminated for reasons other than just cause, shall receive a minimum of ten (10) working days notice, or pay in lieu of notice, unless otherwise specifically provided for in this Agreement. Copies of all termination or discharge notices will be provided to the Union at the same time as they are issued. Unless agreed with the Union, no employee who has completed her probationary period as described in Article 6.01 (a) will be terminated during absence due to illness (except as provided for in Article 16.08) authorized leave of absence of any kind, or while under the provisions of a long term disability program.

#### **5.06 Recall Period Expiry**

Employees on lay-off in accordance with the provisions of Article 8, who are not recalled during the recall period, will be deemed terminated.

#### **5.07 Access to Personnel File**

It is agreed that personnel files of the employee will be fully available to the employee within three (3) consecutive days or within such longer period as may be reasonable due to postal service.

#### **5.08 Removal of Adverse Reports from Personnel Files**

The Company agrees to remove from an employee's personnel file any adverse report, which is of a punitive nature after one (1) year provided no further such reports have been issued within that period.

The Company agrees to remove from an employee's personnel file any reference to a special program to correct inadequate performance – pursuant to Section 5.03 of this Agreement – after a period of two (2) years provided the employee was successful in meeting an acceptable level of performance in the applicable job and has maintained an acceptable level of performance throughout the two (2) year period.

## ARTICLE 6

### EMPLOYEE DEFINITIONS AND BENEFITS

Except as specifically limited in this Article, or as limited elsewhere in this Agreement, all employees shall receive all of the benefits and provisions of this Agreement.

#### 6.01

##### a) Probationary Employees – Definition

All employees entering service with the Company except as defined in 6.05, shall be considered probationary for a period of three (3) months or sixty (60) paid days of employment, whichever shall last occur and during such probationary period the following shall apply:

##### b) Probationary Employees – Benefit Limitations

In accordance with Article 4.03, the employee

- i) shall not attain seniority until completion of the probationary period.
- ii) may be terminated with two (2) days' notice or pay in lieu of notice and will not be considered laid off or have any rights of recall.
- iii) shall not be entitled to benefits under Technological or Procedural Change.
- iv) shall not be eligible to apply for other positions within the bargaining unit unless otherwise mutually agreed by the parties. However, temporary employees interested in regular employment may apply for a regular position and be treated as a new job applicant.

#### 6.02

##### a) Full-Time Regular Employees – Definition

A full-time regular employee is one hired to fill an ongoing position vacated by a regular employee or to fill a new position or additional position which is of a continuing nature.

##### b) Full-Time Regular Employees – Benefit Limitations

Full-time regular employees shall be entitled to all benefits of this Agreement except as limited during the probationary period. During the probationary period full-time regular employees shall not be eligible for coverage under the Dental Plan and the Long Term Disability Plan, but shall receive coverage under the B.C. Medical Plan, the Extended Health Benefits Plan, and the Group Insurance Plan.

Upon completion of the probationary period, a full-time regular employee will be credited with service back to the date of hire for purpose of determining all benefits under this Agreement.

Except as provided for in 6.04 (a) (ii), by agreement with the Union the Company may hire a temporary employee to fill a full-time regular position as defined above.

A full-time temporary employee who is successful in securing a regular position while a temporary employee shall have the term of employment since her last date of hire as a temporary employee applied towards the waiting periods for all welfare benefit plans. Those who have served the required waiting periods will be



immediately eligible for coverage under those welfare benefit plans provided to full-time regular employees.

## 6.03

### a) **Part-Time Regular Employees – Definition**

A part-time regular employee is one hired to fill a part-time ongoing position vacated by a part-time regular employee or to fill a new part-time position which is of a continuing part-time nature. Except as may be varied below, a part-time regular employee will work according to a regular part-time schedule, but unless agreed with the Union, will not work more than seventy-five percent (75%) of the normal monthly hours as established in Article 12. Employees who work more than seventy-five percent (75%) of the normal monthly hours shall be considered as full-time regular employees and will receive all benefits thereto. By agreement with the part-time employee and the Company, the former can relieve a full-time regular employee who is on authorized leave of absence, sick leave, or annual vacation, without a change in status to full-time regular and without such time being calculated in determining the seventy-five percent (75%) of normal monthly hours. A part-time regular employee's schedule may be varied by agreement with the employee.

### b) **Part-Time Regular Employees – Benefit Limitations**

- i) will conclude their probationary periods after having worked the equivalent hours as described for the probationary period.
- ii) will be credited with seniority and service back to date of hire upon completion of the probationary period, and such credit during that period and henceforth shall be in accordance with the hours worked for the Company provided the employee retains membership in the Union for that period.
- iii) Will be laid off in accordance with their seniority within their department, and will only be eligible for recall to a part-time or temporary position within that department. No part-time regular employee will exercise bumping or recall rights over a full-time regular employee.
- iv) Will not have any rights under Technological or Procedural Change.
- v) Will not be entitled to coverage under the Dental Plan, Long Term Disability Plan, Group Life Insurance Plan, B.C. Medical Services Plan, or Extended Health Benefits Plan. In lieu thereof, part-time regular employees will be paid at the rate of 108% of the rate they would have otherwise attained.
- vi) Will be entitled to receive sick leave on a pro rata basis to cover scheduled days of work.
- vii) Will be remunerated bi-weekly for vacations and holidays at the rate of 10.4% of gross earnings during each calendar year. The above compensation represents the part-time employee's total claim for vacation and statutory holiday pay.
- viii) May be terminated in accordance with this Agreement, except that pay in lieu of any notice shall be calculated on the basis of scheduled working days or hours within the period of required notice. Any severance pay which may be due as a result of action taken under Article 8 will be calculated on a pro rata basis in relation to the time worked.
- ix) Will receive salary step increases in accordance with their accumulated service.

- x) Part-time regular employees will have the right to apply for full-time regular positions within the Company after the completion of their probationary period but seniority shall be determined under (ii) above.
- xi) Will have their salaries calculated by multiplying their appropriate hourly rate times the hours worked.

#### 6.04

##### a) **Full-Time Temporary Employees – Definition**

Full-time temporary employees may be hired without job posting under the following conditions provided they are paid not less than the rate for a full daily shift for each day worked and are working a normal work week schedule as established under Article 12. It is the intent that the Company will give consideration to the appointment of regular employees to acting positions wherever practical in advance of hiring temporary employees.

- i) Full-time temporary employees may be hired in connection with specific temporary projects or temporary variations in work where such project or variation is for six (6) months or less. A full time temporary employee's employment may be extended beyond six (6) months by mutual agreement of the Company and the Union. Where such extension is initiated at the Company's request, benefits shall be as set out in Article 6.04 (c).
- ii) Full-time temporary employees may be hired for employee replacement during vacations, sick leave, leave of absence and to fill vacancies temporarily while jobs are being posted and filled.
- iii) Full time temporary employees hired to cover for existing employees on LTD will not be considered to be entitled to severance payment unless their employment is extended past one year.
- iv) Full time temporary employees hired to cover for existing employees on Maternity Leave will not be considered to be entitled to severance pay unless their employment is extended beyond the initial maternity leave period.

The Company and the Union agree to cooperate in preventing the improper utilization of temporary employees.

##### b) **Full-Time Temporary Employees – Benefit Limitations**

Full-time temporary employees shall be entitled to all the benefits of this Agreement, except that full-time temporary employees:

- i) will be governed by Article 6.01 during their probationary period.
- ii) will not have any rights under the layoff and recall provisions of Article 8. However, the Company will advise such employees of a pending layoff as early as possible.
- iii) Will not have any rights under Technological and Procedural Change.
- iv) Will receive pay for annual vacations and statutory holiday's bi-weekly.
- v) Will not be entitled to coverage under the Dental Plan, Long Term Disability Plan, Group Life Insurance Plan, B.C. Medical Services Plan, or Extended Health Benefits Plan. In lieu thereof, full-time temporary employees will be paid at the rate of 108% of the rate they would have otherwise attained.

- vi) Will be entitled to benefits under the Short Term Disability Plan upon the completion of her probationary period in accordance with Article 16.03.
- vii) Can apply for other bargaining unit positions and be accepted for same after completion of the probationary period except that in such instances the full-time temporary employee may be retained by the Company in her original position until her temporary assignment is concluded.

**c) Full-Time Temporary Employees Extended at the Company's Request Benefits**

Full-time temporary employees whose employment is extended beyond six (6) months at the Company's request with the mutual agreement of the Company and the Union shall be entitled to the following benefits:

- i) Effective the date of ratification of this agreement, severance pay will not apply in the case of temporary employees hired to cover employees on maternity leave or LTD absences unless they qualify in accordance with 6.04 a) iii) or iv);
- ii) severance pay as specified in Articles 8.03 and 8.04;
- iii) salary administration under all the provisions of Article 11;
- iv) equivalent time off for vacations – as a full-time regular employee would be entitled. Scheduling of such time off is subject to departmental requirements. There would be no additional compensation for this time off because temporary employees are paid vacation pay on each pay cheque.
- v) sick leave entitlement as specified in Article 16.05 for regular employees.
- vi) Compassionate leave, special leave, court leave, and examination leave, as specified in Articles 18.01 to 18.04 inclusive.
- vii) Training and development as specified in Article 20.

**6.05**

**a) Part-time Temporary Employees – Definition**

A part-time temporary employee(s) will work less than seventy-five percent (75%) of the regularly scheduled hours per day and/or week and/or per month as set out in Article 12 and such work will be in connection with a specific part-time temporary project which will be for six (6) months or less unless otherwise mutually agreed by the parties.

**b) Part-Time Temporary Employees – Benefit Limitations**

Unless otherwise specifically agreed by the Union, part-time temporary employees will be paid an hourly rate which will be 108% of the hourly rate which is at the mid-point of the salary range for the appropriate classification. The enhanced rate shall be in lieu of all other benefits except that any benefit required by law will be in addition to the enhanced rate.

Part-time temporary employees will receive 10.4% of gross earnings bi-weekly in lieu of holiday pay as set out in Article 15 and in lieu of vacation entitlements.

A part-time temporary will only be hired by mutual agreement between the parties except that the Company may hire part-time temporary employees on an as and

when basis for specific projects or short term requirements of two (2) calendar weeks or less without agreement.

## ARTICLE 7

### JOB POSTINGS AND COMPETITIONS

#### 7.01 Job Postings

- a) Except as otherwise provided for in this Agreement, all regular job vacancies will be posted in accordance with this Article unless otherwise specifically agreed to by the Union.
- b) Except for those agreed variations covered in Article 7.05 or 7.06, all regular job vacancies will be posted for five (5) working days at all of the Company's work locations, unless otherwise specifically agreed to by the Union.
- c) The closing date of any job posting will not expire until the job has been posted for a minimum of five (5) working days at each location. Any applicant will have her job application accepted by the Company provided it is received by the Company or postmarked by the closing date.
- d) The job posting shall contain all relevant information including job title, work location, duties, qualifications, salary range, special conditions, status (regular or temporary, etc.) and the closing date of the competition. Should any of these conditions change after the job is posted, modifications will be issued and attached to the posting with the closing date amended consistent with the minimum five (5) day posting requirement.
- e) Late applications due to sickness, vacation or other authorized leave of absence will be accepted, provided such application is received prior to the successful applicant being advised. In situations where late applications are submitted, the cause for the application being late must be indicated on the application form.
- f) The Company will provide copies of all job postings to the Union office as part of the normal posting distribution.
- g) The Company will provide written acknowledgement of each application received and each applicant will subsequently be advised in writing of the name and seniority date of the successful applicant.
- h) Unless otherwise agreed to by the parties, the Union shall be advised one (1) calendar week prior to any hire from outside the bargaining unit when there are bargaining unit applicants involved in the specific job posting and the Company will provide the following information:
  - i) the posting number of the position to be filled.
  - ii) names of bargaining unit applicants who applied for the position.
  - iii) Reasons for selection outside the bargaining unit.
- i) Applicants for posted positions who are interviewed will be given time off without loss of pay for that purpose and will be reimbursed for all expenses incurred as in Article 19.
- j) The successful applicant shall assume the duties of the new job not later than six (6) weeks from the date of notification of selection, unless otherwise agreed with the employee. Temporary employees who successfully apply for other positions may be retained in their temporary position for their period of temporary assignment at the discretion of the Company. In any event, however, employees will be paid at the new higher rate either the date they assume the new position or four (4) weeks from the date of notification of selection, whichever first occurs.

- k) The parties hereto agree that in certain limited instances, and particularly those involving the replacement of specialized personnel, it is unlikely that job postings will produce applications from within the bargaining unit who will have the prerequisite education and experience or equivalent to perform such jobs. In order to expedite the hiring process in such instances, the Company may advertise outside the bargaining unit during the posting period provided the Union is notified in advance and the job posting contains a statement outlining the Company's action and reason thereto. The statement will further request employees who believe they have the prerequisite education and experience, or equivalent, to ensure that they submit their applications for consideration. The Company does agree, however, that the practice as set out above will be avoided wherever possible in the interest of good employee relations.
- l) Jobs which are posted and not filled within a period of four (4) months, shall be reposted prior to being filled.
- m) The following conditions will apply in situations where Union approval is given to restrict a job posting to a department, headquarter, or job classification. These conditions apply only to restricted job postings beyond those already provided for in Article 7.05.
  - 1. No position vacancy within the department/functional unit will actually exist. Rather, a realignment of staff to more appropriately reflect the nature of the workload is required. This may include organizational changes resulting from the introduction of a technological or procedural change, where jobs within a department/functional unit are upgraded.
  - 2. The result of not restricting the job posting to a department/functional unit would result in the displacement of staff from that department if a selected candidate were brought in from outside the department/functional unit.
  - 3. In situations where an employee is promoted as a result of a restricted job posting, and the basis of the restricted posting was for reasons other than a technological or procedural change, the parties agree that:
    - i) should a vacancy (additional to complement) occur at the job level from which the employee was promoted within three (3) months of the promotion; or
    - ii) should a redundancy occur at the job level which the employee was promoted into within six (6) months of the promotion,  
  
then the promoted employee will be subject to displacement, and will revert to her former classification.
  - 4. In the event that there is no qualified applicant for the restricted job posting, the job will be posted in accordance with standard practice under Article 7 prior to recruitment from outside the Company.

## **7.02 Appointments to Jobs**

- a) Unless otherwise agreed by the parties, regular employees will not be eligible to apply for posted jobs during their probationary period.
- b) Temporary employees may apply for regular positions during their period of temporary employment but shall receive consideration as a new hire if application is made during the probationary period. Temporary employees who apply for and are successful in attaining a regular position may be held in their temporary positions until the conclusion of their temporary assignments at the Company's option.

### **7.03 Preference in Appointments**

- a) Except as limited in Articles 6.01 (b) (iv) and 7.02 (a), preference in appointment to bargaining unit positions will be given to regular employees of the Company who are members of the bargaining unit. For purposes of this clause, employees on the recall list are regular employees.
- b) Job selections and promotions shall be on the basis of ability to perform the vacant job (as at the time of posting) and seniority, in that order, and shall include consideration of the employee's performance on her previous job. Where the employee who is junior in seniority is selected, her ability to perform the vacant job shall be significantly and demonstrably higher than candidates who have greater seniority.
- c) After employees covered by Article 7.03 (a) and except as limited in Article 6.01 (b) (iv) and 7.02 (b), preference in appointment to bargaining unit positions will be given to temporary employees of the Company who are members of the bargaining unit.
- d) The Company will consider referrals for jobs in the bargaining unit from Local 378 in the event that the vacancy cannot be filled from within the Company.

### **7.04 Job Selection Disputes**

- a) Selection Review – Should an employee feel that preference has not been given under the terms of this Article, the employee or the Job Steward on her behalf will raise the matter in writing to the Manager, Human Resources within seven (7) calendar days of the date the employee received written notification of selection under 7.01 (g).

Within fifteen (15) calendar days of receipt of such referral, the Manager, Human Resources will review the selection and reply to the employee in writing.

- b) Selection Grievance – Should an employee feel that preference has not been given under the terms of 7.03 (a) or should a more senior employee feel aggrieved as a result of a job selection under 7.03 (b) or any other placement under this Agreement (unless otherwise agreed to by the Union as provided for in 7.01 (a) or 7.01 (b), the employee will inform the Union within seven (7) calendar days of the date she received the reply from the Manager, Human Resources, that she wishes to raise a formal grievance. The Union will initiate the grievance at Stage II or Stage III of the grievance procedure as set out in Article 3 within fifteen (15) calendar days of the date of the reply from the Manager, Human Resources.

In cases where a selection grievance is initiated, the employee who has been selected for the position may assume it on a temporary basis until such grievance has been resolved.

### **7.05 Limited Postings and Standing Applications**

- a) Job vacancies in salary group 1 will not be posted.
- b) Job vacancies in salary groups 2, 3 and 4 will be posted in the applicable headquarter only. (Reference 19.01).
- c) Should any employee wish to be considered for any specific job in salary groups 1 to 4 inclusive, which the Company is not required to post at her headquarter, she may apply by submitting in writing a standing application for that job to the Manager, Human Resources. The employee in such instances will be advised of all vacancies and selections for that job on the same basis as if the specific job were bulletined. The employee will have complete recourse to the grievance procedure as outlined in this Article to resolve any dispute.

Standing applications will not be accepted for positions in salary group 5 and above.

Employees are required to reaffirm their standing application every four (4) months.

#### **7.06 Agreed Trainee Jobs**

- a) The purpose of a trainee classification is to provide for the upgrading of an employee's knowledge, skills and abilities under a coordinated training program in order to meet the requirements of an end level position, and to define a salary progression which is commensurate with the employee's satisfactory progress through the training program.

Where a need for trainees is identified, the pay group for that trainee position will be established through the application of Article 10. The length of the training period appropriate to the trainee position and the salary progression through the trainee salary range will be established by mutual agreement of the parties.

Except as may be otherwise expressly provided, trainees if hired under an agreed training program will automatically progress to the designated job as agreed at the completion of the training program without such designated end job being posted, provided:

- i) the designated job is posted prior to considering any trainee posting, and,
  - ii) the trainee position is posted prior to considering any outside hire
- b) Any employee will have the right to grieve any selection or decision under 7.06 (a) (i) or (ii) in accordance with the procedures in this Article.

#### **7.07 Lateral Transfers**

The company will not be required to accept an application by a regular employee for a lateral transfer (i.e., to a job in the same pay grade as his present job) unless eighteen (18) months have elapsed since the date the employee was last hired or secured a transfer or a promotion pursuant to this Article.

Unless otherwise agreed by the parties, the above clause will not apply in the following cases:

- i) the employee has moved location at the direction of the Company since she first secured a position pursuant to this article, or
- ii) a placement has occurred due to the procedures set out in Article 8, Article 9, or any other placement of a non-voluntary nature.

(Reference Articles 4.09, 7.08, 7.09, 19.01b)

#### **7.08 Lateral Exchange of Employees**

The following provisions are understood and agreed upon:

The parties to this agreement will cooperate in facilitating exchange transfers between regular employees subject to Article 7.07 and the following conditions:

- a) this will be a voluntary action at the employee's request;
- b) there will be no expenses paid by the company;
- c) the exchange transfer must be at the same job;



- d) the exchange transfer must be between employees who are each capable of performing the new job;
- e) the Company must concur with the exchange transfer and such exchange transfer shall not be unreasonably denied, subject to Article 7.07;
- f) this will be a once only opportunity for any regular employee.

**7.09 Hiring from Outside the Company**

- a) The parties agree that the Company requires some flexibility in recruiting for specific positions in order to bring people from outside the Company with acquired skills and abilities into these positions.
- b) The parties agree that the Company can hire externally in each calendar year into one Telephone Adjuster position or one Underwriter – Personal Lines position.
- c) In order to give interested employees an opportunity to make their interests known, the Company will advertise the positions for five (5) working days at all the Company's work locations.
- d) The Union will be notified in writing of employees hired under this Article.

## ARTICLE 8

### LAYOFF AND RECALL

#### 8.01 Requirement to meet with Union and Pre-Lay-off Canvass

If a reduction of regular employees is necessary due to a shortage of work, or for reasons beyond the control of the Company, the Company shall meet with, and advise the Union of the proposed reduction and the jobs affected as soon as possible and no reduction in staff shall occur until the following procedures are applied. Prior to layoff of any full-time regular employee the Company will layoff temporary and part-time regular employees, in that order, in the department affected. The basic principle in applying layoff to any regular employee shall be last hired, first laid off provided the retained employee can perform the job. (See 19.01c).

In the event of lay-off the Company will canvass all employees in the job classification in the location where the lay-off is to occur to seek volunteers.

In the event that more than one employee in the affected job classification volunteers, lay-off will commence in the order of seniority. Severance pay will equal in weeks to that of the junior employee who would be affected by lay-off had a senior employee not volunteered for the lay-off.

#### 8.02 Vacancy Rights

The Company will endeavor to place regular employees affected by layoff in other vacant positions within the Company provided the employee has the prerequisite education and experience, or equivalent, and can perform the job within a reasonable period of orientation. Such a period of orientation is not to exceed thirty (30) working days. The union will cooperate by waiving job postings as required.

The employee may elect to exercise her bumping right if:

- i) there are no positions available, or
- ii) the employee can bump into a position of higher pay grade than the position available, or
- iii) the available position(s) would involve relocation that carried an entitlement to moving expense under Article 19.08 and the position that the employee could bump into does not involve relocation that carried an entitlement to moving expenses under Article 19.08.

Should there be a position available which does not involve relocation which carries an entitlement to moving expenses under Article 19.08, and the employee does not elect to exercise her bumping rights, the employee will either accept such a position or be deemed to have elected layoff and receive severance pay in accordance with 8.03. Where an employee declines such placement into a vacant position, and elects layoff, her rights of recall will be limited to only those positions in a higher pay grade than the one offered at the time of layoff.

#### Bumping Rights

- a) Subject to the limitations specified, any regular employee who is subject to layoff under the terms of this Agreement may bump the least senior employee from an equivalent or lower level job on the following basis;
  - i) the least senior employee in the same job classification (i.e. job title); or

- ii) the least senior employee in a job the redundant employee previously permanently held since the date of the last hire with the Company;

provided the employee has the prerequisite education and experience, or equivalent, and can perform the job within a reasonable period of orientation. Such period of orientation not to exceed thirty (30) working days.

- b) Any regular employee with less than five (5) years' seniority may exercise her bumping rights in accordance with 8.02 (a) in the following order:

- i) in the headquarter where she is employed.
- ii) in any headquarter where she was previously employed. If the employee has bumping rights to a position in the same job title in several previous headquarters she must bump into her previous headquarter that has the least senior incumbent.

Employees electing to exercise their bumping rights in accordance with item (ii) above will not be eligible for moving expenses as defined in Article 19.08 of the Agreement.

- c) Any regular employee with more than five (5) years' seniority may exercise her bumping rights in accordance with 8.02 (a) in the following order;

- i) in the headquarter where she is employed;
- ii) in any headquarter within the Company. If the employee has bumping rights to a position in the same job title in several headquarters she must bump into the headquarter that has the least senior incumbent.

- d) For all full time regular employees, if:

- i) no bumping alternative(s) are available as per 8.02 (a); or
- ii) the bumping alternative(s) under 8.02 (a) would result in the employee assuming a lower level position than she would otherwise be qualified for within her current department;
- iii) the bumping alternative(s) under 8.02 (a) would involve relocation that would normally carry moving expenses under Article 19.08;

the employee may bump the least senior employee from an equivalent or lower level job within her current department provided the employee has the prerequisite education and experience, or equivalent, and can perform the job within a reasonable period of orientation. Such period of orientation not to exceed thirty (30) working days. Department is defined as the organizational unit reporting to the first level of management.

- e) Should an employee with more than five (5) years' seniority not have any bumping options as set out above, the Company will endeavor to create a vacancy for the employee's' placement through the layoff of a junior employee – with less than two (2) years' seniority – from a position for which the senior employee has the prerequisite education and experience, or equivalent, and can perform within a reasonable period of orientation. Such period of orientation not to exceed thirty (30) working days. The order of designating such a position will be first by department, then Company wide. (See Article 19.01c)

- f) Employees who have the opportunity to exercise their bumping right under Article 8.02 (c) and who have the opportunity to bump into two (2) or more jobs will exercise their bumping rights within the same headquarter prior to bumping

Company wide, except that such condition will not negate the employee's right to bump into the highest salary grade job available.

- g) Regular employees who are bumped under the foregoing provisions may in turn exercise their seniority to bump other employees in accordance with this Article.
- h) Lack of space in a headquarter may require overflow premises to accommodate employees of a department who would otherwise be located in that headquarter if space permitted. Where this occurs, all such premises of that department shall be deemed to be a single headquarter for the purposes of establishing bumping rights under this Article. (Reference 19.01 a,b).

### **8.03 Severance Pay**

- a) Any regular employee who is laid off will receive written notice of layoff and severance pay as follows:
  - i) employees who have less than three (3) years' service with the Company since the last date of hire will receive two (2) calendar weeks written notice.
  - ii) employees who have three (3) or more years' service with the Company since the last date of hire will receive four (4) calendar weeks written notice.

### **8.04 Severance Pay**

Any regular employee who has received written notice of layoff in accordance with the foregoing and who does not or is unable to elect bumping rights under Article 8.02 will be laid off with severance pay as follows:

- i) six (6) weeks pay for employees with up to two (2) full years service;
- ii) one (1) weeks pay for each full year of service in excess of two (2) years, up to five (5) years; and
- iii) two (2) weeks pay for each full year of service in excess of five (5) years.

### **8.05 Severance Repayment on Recall**

A regular employee who receives severance pay, if she returns to work for the Company, will reimburse the Company for any portion of severance pay which exceeds the period of layoff prior to her return to work. An employee who receives severance pay because of more than one layoff shall not receive total severance pay which will exceed the amount of severance entitlement defined in 8.04 (i.e. severance pay is not cumulative with each layoff).

### **8.06 Salary on Transfer to Lower Level Jobs**

A regular employee who transfers or bumps to a lower level job under the conditions of this Article will continue to receive her salary on such transfer along with increases on their appropriate anniversary dates provided, however, that she will not receive a salary which is higher than the maximum of the lower level job.

### **8.07 Reinstatement Within One Year**

A regular employee who accepts a lower level position under this Article shall have the right to reinstatement of her former position or one substantially derived from it, if such becomes available within one (1) year from the date of accepting the lower level position. The job, in such instances, will not be posted and the employee shall receive the salary she would have attained assuming she had not transferred to a lower level job.

## **8.08 Recall List and Procedure**

- a) Employees with less than five (5) years' continuous service shall be placed on a recall list for six (6) months. Employees with five (5) or more years' continuous service shall be placed on a recall list for twelve (12) months.
- b) Employees on the recall list will be considered automatic applicants to job vacancies posted in accordance with the provisions of Article 7, provided they have previously held the vacant position or the position is within the department from which they were subject to layoff. Such automatic application will apply only to jobs at an equal or lower level to that from which the employee was laid off.

New employees will not be hired until employees on the recall list who have the prerequisite education and experience or equivalent to perform the job are recalled in their order of seniority and in the following order:

- i) Recall will first be offered to employees on the recall list who have five (5) or more years of seniority at the time of recall.
  - ii) Should there be no employee on the recall list with five (5) or more years of seniority at the time of recall, or should eligible employees decline recall in accordance with 8.09 (d) or (e) below, recall will next be offered to the employee on the recall list, who has previously worked with that department and who has two (2) or more years but less than five (5) years seniority at the time of recall.
  - iii) Should there be no employee on the recall list with two (2) or more years of seniority, or should eligible employees decline recall in accordance with 8.09 (d) or (e) below recall will next be offered to the employee on the recall list who previously worked with that department and headquarter.
  - iv) Should there be no employee on the recall list eligible for recall under (i), (ii) and (iii) above, the Company may hire from outside the bargaining unit.
- c) Employees who are recalled will be given a salary on rehire which is equivalent to the salary they would have received assuming they had not been laid off except that such salary will not be below the minimum or above the maximum of the salary range.
  - d) Notice of recall will be sent by registered mail to the last known address of all employees on the recall list who are eligible for recall under 8.09 (b). Such employees will have seven (7) calendar days from the date the letter is registered in which to respond and report to work, with employees being rehired in order of their seniority. An employee must respond to recall to a lower level job, but may decline such and remain on the recall list. An employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement.
  - e) An employee on layoff who fails to respond and report to work on recall to a job of a continuing nature of equal or higher salary grade than that job from which she was laid off at the same headquarters shall be terminated by the Company.
  - f) Employees on layoff will keep the Company informed of their current address for recall. Should an employee change her address during the period of layoff, she will inform the Company of such change by registered mail.
  - g) Should a temporary position become available at the headquarter from which an employee was laid off and for which the laid off employee has the prerequisite education and experience or equivalent to perform the job, the Company will attempt to contact the employee (by telephone) to determine her interest in the position. The employee's decision not to accept the position, whatever level it may

be, will not prejudice her previously established rights of recall into regular position vacancies.

- h) Should the affected employee accept the temporary position, her status during her employment with the Company in that position will be considered that of a regular employee except that she will continue to be eligible for recall into a regular position vacancy during her period of employment in the temporary position. In the event the employee is subsequently laid off while holding a temporary position, she will not be eligible to exercise her bumping rights and will be subject to recall in accordance with her original recall rights when laid off from a regular position. In such cases the employee's period of recall as defined in Article 8.09 (a) will recommence. The terms of Articles 8.03, 8.04, 8.05 and 8.06 (whichever is appropriate) will apply in total to an employee affected by this clause.

**8.09 Copies of Recall List and Notices of Recall**

Copies of recall lists will be available to the Union upon request. Copies of all notices of recall will be sent to the Union Office.

## ARTICLE 9

### TECHNOLOGICAL AND PROCEDURAL CHANGE

#### 9.01 Notice to the Union of Change

The Company will provide the Union with as much notice as possible prior to introducing automation or new equipment or new procedures which could result in the displacement or downgrading of any regular employee covered by this Agreement. In any event, no changes will be implemented under this Article until such time as the following procedures have been adhered to.

#### 9.02 Attrition First

Prior to the application of the following procedures, the parties hereto agree that they will cooperate in facilitating the placement of employees displaced as a result of 9.01 above by attrition wherever possible.

The basic principle in applying displacement to any regular employee shall be last hired, first laid off provided the retained employee(s) can perform the job. (See Article 19.01 c)

#### 9.03 Displacement of Employees with Less Than 5 Years Seniority

Any full-time regular employee with less than five (5) years' continuous service with the Company who is displaced under this Article will be entitled to the following considerations in the following order:

The parties agree that the terms and conditions of Article 8.02 will apply in the event of bumping under this Article.

- a) The Company will place the employee in an available position of equal salary grade within the same headquarter or with the same department that the employee can perform after appropriate training and orientation, the period of which shall not exceed three (3) months. The Union will cooperate with such placements by waiving job postings as required. The employee will either accept the available position (unless it involves relocation), or elect to terminate and receive severance pay in accordance with 9.03 (d).
- b) If no position at an equal salary grade within the same headquarter or within the same department is available, or if such position is available and has been rejected by the employee because it involves relocation, the Company will offer the employee an available position at a lower salary grade within the same headquarter or within the same department or within any department where the employee has previously worked that the employee can perform after appropriate training and orientation, the period of which shall not exceed three (3) months. The Union will cooperate with such placements by waiving job postings as required.

The employee will accept the position being offered unless acceptance would involve relocation, or unless the employee elects to exercise her bumping rights into an alternate position in accordance with Article 8.02. The exercising of these bumping rights, however, must result in the employee either securing a position in a higher pay grade than the one being offered, or securing a position in a location that does not involve relocation that carried entitlement to moving expenses under Article 19.08, and is consistent with the order of bumping as described in 8.02. In the event the employee does not accept placement in an available position for reasons other than described herein, the employee will elect to terminate and receive severance pay in accordance with 9.03 (d).

- c) When an employee who has been displaced under this Article cannot be placed or rejects placement because it involves relocation, and subsequently elects not to exercise her bumping rights or exhausts her bumping rights, the employee will be laid off and will receive severance pay in accordance with Article 9.03 (d). An employee who is laid off shall be placed on the recall list in accordance with the period defined in Article 8.09 (a).
- d) An employee who elects to terminate under 9.03 (a) or 9.03 (b) or who is laid off under 9.03 (c), will receive severance pay in accordance with Articles 8.03, 8.04, 8.05 and 8.06 (whichever is appropriate).
- e) An employee who is placed or bumps into a lower grade job will receive salary protection in accordance with Article 9.05.

**9.04 Displacement of Employee with More Than 5 Years Seniority**

Any full-time regular employee with five (5) or more years continuous service with the Company who is displaced under this Article will be entitled to the following considerations in the following order:

The parties agree that the terms and conditions of Article 8.02 will apply in the event of bumping under this Article.

- a) The Company will place any affected employee in any available job within the Company of equal salary grade which is acceptable to the employee and for which the employee is retrainable. In such instances, the Company will provide the necessary training and the Union will cooperate by waiving job postings as required.

The employee may elect to exercise her bumping rights if:

- i) there are no positions available at an equal salary grade, or
- ii) the available position(s) would involve relocation that carries an entitlement to moving expenses under Article 19.08 and the position that the employee could bump into does not involve relocation that carried entitlement to moving expenses under Article 19.08.

Should there be a position available at an equal salary grade to the one from which the employee was displaced (which does not involve relocation which carries an entitlement to moving expenses under Article 19.08), the employee will either accept such a position or elect to terminate and receive severance pay in accordance with 9.04 (d).

- b) Should placement not be possible under (a) above, the Company will place any affected employee in any available job within the Company of lower salary grade which is acceptable to the employee. In such instances the Company will provide reasonable training and the Union will cooperate by waiving job postings as required.

The employee may elect to exercise her bumping rights if:

- i) there are no position(s) available or,
- ii) the employee can bump into a position of higher pay grade than the position(s) available, or
- iii) The available position(s) would involve relocation that carries an entitlement to moving expenses under Article 19.08 and the position that the employee could bump into does not involve relocation that carried entitlement to moving expenses under Article 19.08.



Should there be a position available which does not involve relocation which carries an entitlement to moving expenses under Article 19.08, and the employee does not elect to exercise her bumping rights, the employee will either accept such a position or elect to terminate and receive severance pay in accordance with 9.04 (d).

- c) An employee who cannot be placed under 9.04 (a) or 9.04 (b), and who subsequently elects not to exercise her bumping rights or exhausts her bumping rights, will be laid off and receive severance pay in accordance with 9.04 (d). An employee who is laid off shall be placed on the recall list in accordance with the period defined in Article 8.09 (a).
- d) An employee who elects to terminate under 9.04 (a) or 9.04 (b), or who is laid off under 9.04 (c) will receive severance pay in accordance with Articles 8.03, 8.04, 8.05 and 8.06 (whichever is appropriate).
- e) An employee who is placed or bumps into a lower grade job will receive salary protection in accordance with 9.05 or 9.06 whichever is applicable.

**9.05 Salary Protection (Hired After February 4, 1985)**

A full-time regular employee, hired after February 4, 1985, who is placed or bumps into a lower level job will receive salary protection effective from the date she assumes the lower level job, as follows:

**PERIOD OF PROTECTED SALARY TREATMENT**

- i) up to and including three (3) years of service, one (1) month of protected treatment for each full year of service.
- ii) more than three (3) years of service, three (3) months protected treatment plus two (2) months' protected treatment for each full year of service in excess of three (3) years to a maximum of twelve (12) months protected treatment. (Reference Article 11.19)

**9.06 Salary Protection (Hired Prior to February 4, 1985)**

A full-time regular employee hired on or prior to February 4, 1985, who is placed or bumps into a lower level job will receive salary protection effective from the date she assumes the lower level job, as follows:

**PERIOD OF PROTECTED SALARY TREATMENT**

- i) up to and including three (3) years' service, one (1) month of protected treatment for each full year of service.
- ii) more than three (3) years of service, three (3) months protected treatment plus two (2) months' protected treatment for each full year of service in excess of three (3) years.
- iii) more than five (5) years of service, entitlement will be as calculated per item (ii) above, or twelve (12) months' protected treatment, whichever is greater. (Reference Article 11.19)

### **9.07 Red Circled Continued**

After the expiry of this protected salary period, (as described in Articles 9.05 or 9.06, whichever is appropriate) the affected employee will have her salary red-circled if such salary is above the maximum of the lower level job (Reference Article 11.19)

### **9.08 Placement of Red Circle Employee in Higher Level Position**

An employee who is in receipt of the protected salary treatment as set out in 9.05 or 9.06 above or whose salary has been red-circled pursuant to the application of Article 9.07 will accept placement in a higher level position up to the level from which she was displaced which comes available at the employee's current department provided she can reasonably perform the work. Otherwise, the employee's salary will be reduced to the maximum of the pay grade for the position she holds, and the Company will not be obliged to place the employee in any other such higher level position.

### **9.09 Special Severance**

Should the Company and an employee, with Union advice and assistance, determine that an early retirement or voluntary severance resignation would be to the benefit of the parties the language in this article will not limit the discussion surrounding any severance package if applicable.

## **ARTICLE 10**

### **JOB CLASSIFICATIONS – DESCRIPTIONS – EVALUATIONS**

#### **10.01 Job Classifications**

All bargaining unit employees will be covered by a job classification which will be set out in Appendix A.

The Company will provide a job description for each bargaining unit job classification set out in Appendix A, and for each new job classification or revised job classification as established under this Article.

The Company will provide copies of job descriptions to the Union Office. Job descriptions applicable to each department of the Company will be available within the department, and a copy of the employee's job description will be provided to the employee upon request.

#### **10.02 Job Classifications Salary Assignment**

Job classifications will be described, evaluated and assigned a pay grade by the Human Resources Department utilizing the Gender Neutral Job Evaluation Plan agreed by the parties in 1996. New job classifications will not be posted until the job description has been prepared, evaluated and assigned a pay grade.

#### **10.03 Duty and Responsibility Changes**

Duties and responsibilities of job classifications may be changed by the Company subject to the changes being properly documented into the job description. Such jobs will be evaluated and assigned a pay grade by the Human Resources Department.

#### **10.04 Updating Appendix "A"**

Appendix A will be updated as appropriate by the Human Resources Department to reflect completed evaluations.

#### **10.05 Minor Duties**

Job descriptions prepared in accordance with this Article will describe job duties and responsibilities as clearly and specifically as possible, and will form part of this Agreement. Minor duties, which are ancillary to one or more of the duties defined in the job description, may be omitted from the job description, provided such duties are related to those set out in the job description, and provided such duties do not affect the value of the job.

#### **10.06 Consultation with Affected Employee(s)**

Job Descriptions will be prepared by the Human Resources Department after consultation with the affected employee or a representative group of affected employees and the appropriate supervisor(s). The affected employee or a representative group of affected employees will initial the final job description indicating that they agree with the basic description. Such agreement will not abrogate any rights of appeal.

#### **10.07 Job Description Changes**

- a) A "Job Duty Change Form" will be prepared by the Company, in a format mutually agreed to by the parties, for the purpose of recording changes in job duties and responsibilities which are of a continuing nature, except for minor duties as described in Article 10.05. Such forms will be completed by the applicable Manager or his designate and will be forwarded to the Human Resources

Department within ten (10) working days of the changes occurring. A copy will be provided by the Human Resources Department to the Union Office.

- b) It will not be necessary to prepare a Job Duty Change Form for changes in job duties and responsibilities which will be of a temporary or non-recurring nature. In the event of a disagreement between the employee and her Manager in regard to this assessment, the employee may submit a Job Duty Change Form to the Human Resources Department, which will subsequently provide a copy to the Union.
- c) As Job Duty Change Forms are received, the Human Resources Department will rewrite the job description when the scope and substance of the changes appear to affect the rating of the job or the general nature of the job.
- d) The parties to the Agreement agree that it is in the best interest of all parties to maintain the job descriptions in an up-to-date form.

#### **10.08 Work in Lower Pay Classification**

Employees may be required to temporarily perform work in lower pay classifications provided such employees suffer no reduction in pay grade. It is the intent of this clause that the Company will not assign such work in a discriminatory manner.

#### **10.09 Work in a Higher Pay Classification**

Employees may be requested to perform work in a higher pay classification subject to such work being offered on an equitable and rotational basis to those employees capable of performing the work. In such instances, employees will receive salary in the acting capacity in accordance with Article 11.14.

#### **10.10 Fair and Equitable Job Classification**

The parties agree that the Company's existing Job Evaluation Plan will apply during the life of the Agreement. It is the intent of this Article that all jobs will be classified fairly and equitably relative to each other.

#### **10.11 Job Evaluation Appeal Procedures**

##### **Stage 1**

The affected employee may initiate, in writing, a job description or job evaluation appeal to the Manager, Human Resources. The Manager, Human Resources, or designate, will review the Job Evaluation results with a representative of the Union chosen for their expertise in job evaluation.

Should the representatives of the parties:

- i) agree that there is no change in the salary group, the appeal will be resolved and the factor ratings assigned by the Management Representative will be utilized.
- ii) agree that a different salary group is warranted, and agree on the pay grade, the appeal will be resolved and the factor ratings assigned by the Management Representative will be utilized.
- iii) disagree on the pay grade, then the appeal will be referred to Stage II.

This review will be completed within forty-five days.

## **Stage II – Binding Arbitration**

- a) The parties agree to employ and share equally, all costs of a named individual, chosen for their expertise and experience in the actual application of the complete process of job analysis, description writing and classification under the current Job Evaluation Plan, to act as a Standing Arbitrator. The Standing Arbitrator will be paid on a basis agreed to by the parties, and will resolve the appeal through the application of the Company's Job Evaluation Plan. This may include on-the-job reviews if required. The Standing Arbitrator will be limited to decisions on the factor ratings which are in dispute. The standing Arbitrator for the life of this agreement will be Lynn Maynard.

Time limits as set out herein may be extended by mutual agreement of the parties to this Agreement and such agreement will not be unreasonably denied.

### **10.12 Changes by Job Evaluation Plan Only**

Pay levels of job classifications set out in Appendix A will only be changed through the application of the Job Evaluation Plan and related procedures as set out in this Article.

### **10.13 Annual Review**

On an annual basis representatives of the Company and the Union, each with a good understanding of job evaluation and the principles of pay equity, will convene to ensure that the application of the new plan is consistent with the principles of pay equity and gender neutrality.

## ARTICLE 11

### SALARY ADMINISTRATION

#### 11.01 Pay According to Job Classification and Salary Group

All employees covered by the Agreement will be classified and paid under one of the job classifications and salary groups set out in Appendix A except that job classifications and salary groups subsequently developed under Article 10 will be included and form part of Appendix A.

#### 11.02 Bi-Weekly Pay and Calculation

Employees will be paid on a bi-weekly basis with the bi-weekly salary calculated at 46.154% of the employee's normal monthly rate rounded to the nearest cent.

#### 11.03 Hourly Rate Calculation

Employee's normal hourly rate for overtime and premium pay calculations shall be calculated to the nearest cent by dividing the employee's bi-weekly salary as established in Article 11.02 by seventy-two and one-half (72 ½).

#### 11.04 Minimum Rate

No Employee will receive less than minimum rate for the job.

#### 11.05 Rate Upon Hiring

New employees will be hired at the minimum rate for the job except that the Company may hire up to the midpoint of the salary range at its option, to recognize related experience. New employees may be hired above the midpoint of the salary range provided agreement is reached with the Union.

#### 11.06 Length of Service Increases

- a) Except as limited by Article 11.07, an employee whose salary falls between the minimum and the maximum of the salary range shall receive length of service increases along the salary scale on the following basis:
  - i) All regular employees hired prior to the signing of this Agreement will retain their previously established length of service date unless promoted as per item (iii) below.
  - ii) New employees, hired subsequent to the signing of this Agreement will have their length of service increase date for their entry job determined by reference to their date of hire.
  - iii) Any regular employees who receive a promotion subsequent to the signing of this Agreement, will receive a salary adjustment in accordance with Article 11.08, and will have their length of service date adjusted to reflect their date of promotion.
- b) An employee will progress along the salary scale at one year intervals except that an employee who is hired at or promoted to Step 1 will receive a length of service increase after six (6) months service. Such an employee will thereafter receive length of service increases at annual intervals until she reaches the maximum of the salary range.

Except as otherwise provided in this Agreement, length of service increase dates will be moved back to reflect the number of working days taken as leave without pay whenever such leave exceeds one calendar month.

- c) An employee whose salary is on a step of the salary range will receive a length of service increase to the next step of the range. If a promoted employee's salary falls below the mid-point between Step 1 and Step 2 of the new scale, the salary will be set to Step 1 of the range. If a promoted employee's salary falls at, or above, the mid-point between Step 1 and Step 2 of the new range, the salary will be set to Step 2 of the range. An employee whose salary falls between any other steps on the salary range will receive length of service increases which equal the dollar difference between the steps in which the employee's salary fell before the increase except that no employee will receive a length of service increase which would place her above the maximum salary for the job.

#### **11.07 Withholding and Reinstating Length of Service Increases**

Length of service increases as set out in Article 11.06 may only be withheld for inadequate performance and after the employee has been given written notice of her inadequacies and the intention to withhold; such notice to be given not less than one calendar month prior to the date of the increase. The Union will be notified in writing of such action.

The length of service increase may be withheld for a period not to exceed three (3) calendar months but notwithstanding this, and the employee will not be eligible for a length of service increase while on probation in accordance with Article 5.03 of this Agreement. When the employee has restored her performance, she will regain her position in the salary scale on a non-retroactive basis.

#### **11.08 Rate of Pay upon Promotion**

An employee who is promoted from one salary group to another will receive an increase of 5% for each salary group of promotion after first determining a pro-rata adjustment to their old salary based on the accrued time since the last length of service increase in conjunction with the point when a length of service increase would have occurred. No employee, subsequent to the application of this promotion formula, will receive less than Step 1 or more than Step 5 of the new range.

#### **11.09 Pay on Performing Higher Graded Job Duties**

An employee who performs part or all of a higher graded job on a regular continuing basis, daily or weekly, shall have the duties and responsibilities reflected in her job description and pay grade as set out in Article 10.

#### **11.10 Pay on Transfer to a Lower Level Job Due to Inadequate Performance**

Except as modified in this Section, an employee who transfers to a lower level job at her request or as a result of inadequate performance under Article 5.03 shall retain her salary provided such salary is not above the maximum of the lower graded job.

An employee under this clause who has less than six (6) months' service in the higher level job will receive a salary under this clause on reverting to a lower level job which would be that salary which she would have attained assuming she had not transferred to the higher level job in the first instance.

An employee under this clause who has less than six (6) months' service since being hired into the higher level job will receive a salary in the lower level job equivalent to that which she would have attained assuming she had been hired into the lower level job in the first instance.

### **11.11 Pay on Transfer to a Lower Level Job for Health Reasons**

An employee who transfers to a lower graded job as a result of poor health shall not suffer any reduction in pay and the employee's salary will be red-circled if her salary is higher than the maximum of the lower level job.

An employee who returns to work full-time to a lower graded job under the Rehabilitation Program of the LTD Plan shall receive the normal salary for the job classification for all hours worked (i.e. no more than the maximum step of the salary group for the job classification). The difference between this present salary and her salary prior to disability will be paid through LTD benefit to provide up to 100% of her previous net pay, or to a lesser amount as may be determined by the maximum benefit payable through the LTD Plan.

### **11.12 Transfers Due to Technological Procedural Changes or Layoff**

An employee who transfers to other jobs under the condition of Article 9 (Technological and Procedural Change) or Article 8 (Layoff and Recall), shall receive salary treatment in accordance with the appropriate Articles. An employee who remains in the same job, but whose job rating is changed under Article 10, shall receive salary treatment in accordance with Articles 11.17 and 11.18 (c).

### **11.13 Pay on Temporary Performance of Lower Graded Work**

An employee who temporarily performs lower graded work in accordance with Article 10 shall not suffer any loss of earnings or salary progression during such period.

### **11.14 Pay for Acting Capacity**

- a) An employee who is temporarily appointed to a higher level position in an acting capacity will have her salary adjusted in accordance with Article 11.08 except that no accrual adjustment will be made to the regular rate of pay before applying the promotion formula. Such increases will not apply for appointment to relieve other employees who are on leave of absence of three (3) days or less. (Should such relief period exceed three (3) consecutive days, the employee's salary will be adjusted from the commencement of such relief period in accordance with the foregoing.)
- b) Notwithstanding the provisions of Article 11.14 (a), an employee who is temporarily appointed to a higher level position in an acting capacity which is two (2) levels or less shall receive full salary adjustment of 5% per salary group.

If a temporary promotion is three groups or more above her current level, the Human Resources Department will review the contents of the higher job group to determine the responsibilities to be assumed and will establish the appropriate job level for the relief period but the minimum increase will be two groups.

- c) An employee who performs a higher level position in an acting capacity under the foregoing, on reverting to her former position will receive the salary that she would have attained assuming she had remained in her former position.

### **11.15 Length of Service Increase While in an Acting Capacity**

An employee who performs a higher level position in an acting capacity shall receive any length of service increases that she would have been eligible to receive in her regular position and will have the acting promotional increase applied thereto.



#### **11.16 Notification and Limitations**

- a) Employees required to perform a higher grade job in an acting capacity will be advised in writing, with a copy to the Union, stating the commencement date, job title, salary adjustment, and duration of the acting capacity.
- b) Acting appointments will be limited to projects or work assignments not exceeding six (6) months in duration. Extensions to such appointments beyond six (6) months will be by mutual agreement with the Union.

#### **11.17 Pay on Reclassification and Effect on Length of Service Date**

- a) An employee whose position is reclassified to a higher pay group as a result of a change in job content, including stated job qualifications, will have her salary adjusted in accordance with Article 11.08, and will have her length of service date adjusted to reflect the date of reclassification.
- b) An employee whose position is reclassified to a higher pay group without a change in job content will have her salary adjusted to the same point in the new range as she occupied in her former pay group, and will retain her previous length of service date.

#### **11.18 Application of Wage Increases to Red Circled Salaries**

If an employee's salary is in excess of the maximum salary for her position, (i.e. is red-circled) prior to the granting of a general increase and her present salary becomes less than the new maximum for the range after applying the general increase to the range, she will receive the difference between her present salary and the new maximum of the range. She will receive the full value of any subsequent general increases during the term of this Agreement unless her salary again becomes red-circled prior to the granting of a subsequent general increase, in which case the treatment set out in this Article 11.18 (a) will apply.

- b) If an employee's salary is in excess of the maximum salary for her position (i.e., is red-circled) prior to the granting of a general increase and her present salary continues to be more than the new maximum for the range after the general increase has been applied to the range, her salary will remain unchanged. At such point as her salary falls within the range as a result of the application of a subsequent general increase during the term of this Agreement, she will be treated as in Article 11.18 (a) preceding.
- c) Notwithstanding Articles 11.18 (a) and 11.18 (b), an employee whose salary is red-circled as a result of the application of Article 10 (Job Evaluation) will receive 100% of any general increases applied within a twelve (12) month period following the re-evaluation. Thereafter, the employee will receive 70% of all subsequent general increases, or the difference between her salary and the new maximum for her range after applying the general increase, whichever is greater.

#### **11.19 Definitions**

- a) **Protected Salary Treatment** as described in Article 9.05 and 9.06 means that upon assuming a lower level job an employee will retain this existing salary and will receive all scheduled salary increases for the specified period.
- b) **Red-Circled Treatment** where used in this Agreement means that an employee will retain her established salary but will not be entitled to any further salary increases until the maximum of the salary range for her job classification equals or exceeds her salary.

## ARTICLE 12

### HOURS OF WORK

#### 12.01 Variable Hours

The hours of work for all employees will be as follows:

- a) Work Day – Seven and one-half (7 ½) hours per day.
- b) Work Week – Five (5) days, Monday to Friday, inclusive.
- c) Business Hours – 8:15 a.m. to 4:30 p.m. These are the hours that all departments must operate and sufficient coverage must be provided throughout these hours.
- d) Core Hours – 9:00 a.m. to 3:45 p.m. This is the period of time during each day when every employee must be at work (excluding the lunch period).
- e) Start/Finish Times – Employees may select to start not earlier than 7:30 a.m. and not later than 9:00 a.m. and finish not earlier than 3:45 p.m. and not later than 5:00 p.m. Selections will be subject to adequate coverage being provided in all areas during business hours and to other operating requirements.
- f) Lunch Period – Employees may select lunch periods of thirty (30) minutes, forty-five (45) minutes, sixty (60) minutes or ninety (90) minutes, subject to adequate coverage being provided in all areas during business hours and to other operating requirements. Lunch periods will begin not earlier than 11:30 a.m. and end not later than 2:00 p.m.
- g) Pre-Selection of Start/Finish Times and Lunch Periods

Employees will pre-select their start/finish times and duration of the lunch period for management approval for a two (2) week interval with pre-selection to occur not later than Wednesday of the week immediately preceding the two (2) week interval. Such approval will not be unreasonably denied.

#### 12.02 Scheduled Time off Provisions

Full-time regular employees will be entitled to the time off provisions as set out herein:

- a) Employees will earn an entitlement of one (1) day off for time worked in each of the following periods:  
  
January 1 to February 14  
February 15 to March 31  
April 1 to May 14  
May 15 to June 30  
July 1 to August 14  
August 15 to September 30  
October 1 to November 14  
November 15 to December 31
- b) Scheduled time off will not be taken in less than one half day at a time.
- c) The day off will normally be taken in the period in which it is earned except that employees shall be allowed to accrue up to five (5) days which can be taken in a continuous period.

- d) Employees will request days off under this Article at least seven (7) working days in advance, and the scheduling of days off will be subject to management approval. Such time off will not take precedence over another employee's vacation leave.
- e) Employees who take a day off within any of the above shown periods and who fail to work the full period, will repay the Company the pro-rata portion of unearned entitlement for that period at the appropriate hourly rate.
- f) Employees who start work in positions which carry an entitlement to scheduled days off in accordance with this Article during one of the above shown periods, or whose time worked in such a position is only a portion of any of the above periods, will earn the appropriate pro-rata portion of the day off to be paid at the appropriate hourly rate.
- g) Time worked will exclude maternity leave, long term disability, and any other leave without pay of more than ten (10) working days.

**Part-time Regular Employees and all Temporary Employees**

Part-time Regular Employees and all Temporary Employees will work the hours (or part thereof) as described in this Article, except that such employees will be paid at the appropriate hourly rate for all time worked in lieu of scheduled time off.

**12.03 Variations to Hours of Work**

The daily and weekly hours of work as set out in this Article may be varied during the life of the Agreement by mutual agreement of the parties.

**12.04 Rest Periods**

All employees shall be permitted a paid rest period of fifteen (15) consecutive minutes in the first and second half of a shift.

## ARTICLE 13

### OVERTIME, CALL-OUTS, STANDBY & MEAL ALLOWANCES

#### 13.01 Equitable Distribution of Overtime

Overtime shall be voluntary and shall be offered in an equitable manner among the employees in a department who are able to perform the work.

Notwithstanding the foregoing, overtime may be required in emergency situations and urgent customer service situations including, without limitation, a situation which is urgent in the opinion of the customer or broker, provided that the situation is one over which the Company had no control.

Employees shall not be required to work overtime in any circumstances where:

- a) there is another employee available who is willing and able to perform the work;
- b) the overtime requested would result in an excess of five (5) hours per week being worked;
- c) the overtime requested would cause the employee to work on more than one scheduled day off in the current calendar month; or
- d) the overtime requested for any one project would result in the employee being required to work in excess of two (2) consecutive overtime shifts in any one week.

#### 13.02 Notification of Overtime

Employees shall be notified of any overtime requests not later than the end of the work day preceding the day on which the overtime is to be worked unless the need for the overtime could not be reasonably foreseen within this time frame.

In the event overtime is required in an emergency or urgent customer service situation and notice of the overtime request cannot be given within the normal time frame, the Company shall give the employees as much notice as is reasonable in the circumstances.

#### 13.03 Overtime Rate Calculation and Minimum

Overtime rates will be calculated using hourly rates established in Article 11. Overtime will be calculated to the next highest fifteen (15) minutes, however, the minimum overtime pay for any overtime worked shall be one half hour.

#### 13.04 Overtime Rates

All time worked in excess of the regular daily or weekly hours of work as established in Article 12 shall be paid at overtime rates as follows:

- a) Time worked prior to or following a regular shift or work day will be paid at one and one-half (1 ½) times the employee's hourly rate for the first two (2) hours of overtime and at two (2) times the employee's hourly rate thereafter. Overtime worked in excess of four (4) overtime hours per calendar week (i.e. Monday to Sunday inclusive) will be paid at two (2) times the employee's hourly rate.
- b) Time worked on a scheduled day off will be paid at two (2) times the employee's hourly rate.

- c) Time worked on holidays as set out in Article 15 and during an employee's annual vacation will be paid at two (2) times the appropriate hourly rate plus regular salary for all time worked.
- d) An employee who is requested by the Company to work overtime on a scheduled day off will be paid a minimum of four (4) hours at overtime rates but will not be paid for time spent travelling to and from her normal work location.
- e) Should an employee request to schedule their overtime on a scheduled day off, appropriate overtime rates will apply, but the employee will not be paid for time spent travelling to and from her normal work location and the minimum of four (4) hours at overtime rates as mentioned above in Article 13.04 (d) shall not apply.

### **13.05 Overtime Call-Out**

An employee who is called out for work after her regular day or on a scheduled day off shall be paid for a minimum of three (3) hours and for time spent travelling to and from her home at the appropriate overtime rates. If the call-out period extends into an employee's regularly scheduled shift, the time spent returning to her home will not be paid as time worked.

### **13.06 Minimum Rest Periods, Call-Outs**

- a) An employee who has worked overtime shall return to work on her next regular shift following the overtime provided she received eight (8) hours' rest and provided also that she can do so by 9:00 a.m. An employee who reports for work as required above, or whose eight (8) hours' rest period extends beyond 9:00 a.m., and therefore does not report, shall qualify for full pay for her regular shift.
- b) An employee who is called out and reports for work after overtime and before the expiration of her eight (8) hours' rest, shall receive double time (2X) payment for those hours which coincide with the working hours of her normal shift plus her regular salary for the day.
- c) Notwithstanding the above, an employee who is called out prior to the start of her next regular shift shall be governed by the following:
  - i) If the call-out originates more than four (4) hours prior to the next regular shift the employee will receive not less than the minimum call-out payment as per 13.05 and will return home following the completion of the call-out period. The employee will then return to work her regular shift (or portion thereof) after eight (8) hours rest provided she can do so by 9:00 a.m. The employee will be paid for her regular shift regardless of the actual time worked.
  - ii) If the call-out originates four (4) hours or less prior to the start of the employee's next regular shift, the employee will receive a call-out premium equal to two (2) hours pay at straight time rates, and in addition will be paid at overtime rates from the time of call-out to the start of her regular shift. The employee will remain to work her full regular shift at straight time rates, except that by agreement with the manager, an employee may return home after completing the equivalent number of hours worked on a regular shift from the start of the call-out. In such instances, any hours worked which coincide with the employee's regular shift will be paid at straight time rates, and any hours of her regular shift which are not worked will not be paid.

### **13.07 Meal Allowances**

- a) Where an employee is required to work less than two (2) hours beyond her regular shift, a one-half (1/2) hour unpaid meal period will be allowed.
- b) Any employee will be paid for a one-half (1/2) hour meal period at the prevailing overtime rates, and the Company will provide a meal allowance of \$9.00 to the employee where:
  - i) the actual overtime worked, exclusive of any meal period, is two (2) hours or longer beyond the regular day or shift;
  - ii) an employee is called out and works four (4) hours' overtime;
  - iii) an employee is required to work four (4) hours' overtime beyond an overtime meal period actually taken. Where this overtime follows a regular shift, the first meal period may be taken at the employee's discretion.
- c) Where overtime work is pre-scheduled for normal days off and employees have been properly notified in advance as provided in Article 13.02, and work is to commence within two (2) hours of the normal starting time, the Company will not be required to provide lunch or pay for meal time if taken.

### **13.08 Banking Overtime**

- a) Regular employees who work overtime may transfer to an Overtime Leave Bank up to 100% of the overtime hours earned to be taken as time off in lieu of wages providing that the total number of hours transferred to the Overtime Leave Bank at any one time shall not exceed 37.5. The maximum leave taken under this Article will be 37.5 hours in any calendar year. Any banked overtime beyond this will be paid at the end of the calendar year at the rate it was earned.

Overtime leave will be subject to essential departmental requirements and it will not be unreasonably denied. It must be taken prior to any leave of absence without pay unless otherwise agreed by the parties. It will not take precedence over another employee's vacation leave.

- b) Overtime leave shall be the equivalent in hours to the overtime payment entitlement, e.g., one (1) hour of overtime worked prior to or following a regular shift or work-day at time and one-half rate equals one and one-half hours paid leave.

### **13.09 Telephone Consultation Agreement**

Where an employee is consulted by a supervisor or her delegate by telephone outside of her normal hours of work concerning a problem of work, a telephone consultation premium will be paid as follows:

- i) Pay per telephone consultation equivalent to one-half hour or the length of the call, whichever is greater, at overtime rates, for call prior to 11:00 p.m.; and one (1) hours' pay at double time for calls between 11:00 p.m. and 7:00 a.m., except as indicated in (ii) below.
- ii) If a second or successive telephone consultation takes place within one-half hour of the end of a preceding call, it will be construed as being part of the preceding call and therefore not be paid unless the combined time exceeds the minimum paid period in (i) above.

- iii) Where a telephone consultation results in a call-out as provided for in Article 13.05, overtime will commence at the outset of consultation and the first hour of the call-out will be paid at the prevailing overtime rate, or the rate provided in item (i) above, whichever is greater.

#### **13.10 Taxi Allowance**

In situations where an employee whose shift normally finishes not later than 5:00 p.m. is required to work overtime beyond midnight, the Company will reimburse the employee for actual taxi expenses incurred in returning home. In all cases the employee will be required to verify such expenses by way of a receipt.

## ARTICLE 14

### ANNUAL VACATIONS

#### 14.01 Vacation

Except as otherwise provided in this Agreement, the provisions of this section will apply to all bargaining unit employees.

- a) Employees will indicate when they wish to take vacation for the current calendar year, and whether they wish to carry over any of their vacation entitlement into the next calendar year in accordance with Article 14.10 of this Agreement, by March 31<sup>st</sup> of the current calendar year. Employees who fail to indicate their vacation preference by March 31<sup>st</sup> will forfeit their preferential rights and unless otherwise agreed to by the manager will be required to request vacation time not less than six (6) weeks in advance of the period being requested.
- b) A vacation schedule will be prepared and posted.
- c) Vacation credits will accrue to the employee during the period between July 1<sup>st</sup> of the previous year and June 30<sup>th</sup> of the current year. Any fraction of a day's credit will be treated as a whole day.
- d) An employee may take vacation leave in each calendar year (January 1<sup>st</sup> to December 31<sup>st</sup>) equal to the number of vacation credits accruing to the employee.

#### 14.02 Minimum 3 Months Before Vacation

An employee may not take any vacation leave until she has completed three (3) months' service.

#### 14.03 Vacation Entitlement

Vacation entitlements for all regular employees shall be as follows:

- a) In the vacations years in which the employee's first to eighth anniversary of service occurs 15 days in each vacation year for employees who work a five-day work week.
- b) In the vacation year in which the employee's ninth anniversary of service occurs, and in each vacation year thereafter 20 days in each vacation year for employees who work a five-day work week.
- c) In the vacation year in which the employee's fourteenth (14) anniversary of service occurs twenty-one (21) days plus one (1) vacation day for each full year worked following fourteen (14) years to a total of twenty-five (25) working days for employees who work a five day work week.
- d) In the vacation year in which the employee's 22<sup>nd</sup> anniversary of service occurs twenty-six (26) days plus one (1) vacation day for each two (2) full years of service following twenty-two years, to a maximum of thirty (30) working days for employees who work a five day work week.

#### 14.04 Broken and Continuous

Vacations may be taken in broken periods but normally at least one (1) week of the years' entitlement will be taken as a continuous period. Such broken periods will be subject to essential departmental requirements and such will not be unreasonably denied.



#### **14.05 Vacation Upon Termination**

- a) Any regular employee who terminates service prior to her first anniversary will receive 6% of gross earnings from date of hire less any pay actually received from vacation taken.
- b) Any regular employee who terminates service after the completion of her first anniversary and prior to the completion of her ninth anniversary, will be paid 6% of her gross earnings for the period applying to any unused portion of vacation entitlements.
- c) Any regular employee who terminates service after the completion of her ninth anniversary will be paid 6% of gross earnings for the period applying to any unused portion of vacation entitlements up to the date of ninth anniversary, and 8% of gross earnings for the period applying to any unused portion of vacation entitlements after her ninth anniversary.
- d) Any regular employee who terminates service after completion of her fourteenth (14<sup>th</sup>) anniversary, and prior to her 22<sup>nd</sup> anniversary, will be paid eight per cent (8%) of gross earnings for the period applying to any unused portion of vacation entitlements up to the date of fourteenth (14<sup>th</sup>) anniversary, and an additional .004 (or 0.4%) for each additional day of vacation entitlement earned under Article 14.03 to a maximum of ten percent (10%).
- e) Any regular employee who terminates service after the completion of her 22<sup>nd</sup> Anniversary will be paid ten percent (10%) of gross earnings for the period applying to any unused portion of vacation entitlements up to the date of the 22<sup>nd</sup> anniversary, and an additional .004 or (0.4%) for each additional day of vacation entitlement earned under Article 14.03 to a maximum of twelve percent (12%).
- f) Employees who have taken vacation and were paid their full vacation credits and terminate before reaching their anniversary date for which they were allowed vacation credits, will have deducted from their final pay the difference from vacation monies received and their entitlement in accordance with this Article.

#### **14.06 Temporary and Part-Time Regular Employees**

Temporary and Part-Time regular employees shall be paid 10.4% of their gross earnings bi-weekly in lieu of annual vacation and Statutory Holiday leave.

A temporary employee who secures a regular position in the Company will accrue vacation credits from the date of hire as a regular employee. Vacation entitlement (14.03) shall be based on the employee's seniority date.

#### **14.07 Vacation Pay Advance**

An employee can draw vacation pay in advance of her vacation leave by submitting a written request for receipt not less than three (3) weeks in advance of the vacation period to Human Resources.

#### **14.08 Paid Holiday Falling within the Vacation Period**

Employees will receive an extra day's vacation with pay for any of the paid holidays listed in Article 15, which fall within the paid vacation period.

#### **14.09 Disruption of Vacation Due to Illness or Bereavement**

- a) An employee whose vacation leave is seriously disrupted by an illness or injury incurred after her vacation has begun may be entitled to reschedule or extend her vacation for the period of disability (but not to exceed the amount of scheduled vacation) providing that the nature and period of the disability is substantiated by a doctor's certificate and provided that the entitlement to and timing of the rescheduled or extended vacation leave is first agreed with the employee's manager. Rescheduled or extended vacation leave under this Article will not take precedence over another employee's vacation leave.
- b) An employee who becomes entitled to compassionate leave pursuant to Article 18.01 immediately prior to her scheduled vacation (such as to overlap with her vacation) may reschedule that portion of the vacation time which runs concurrently with the compassionate leave. Such rescheduled vacation will be subject to essential departmental requirements.

#### **14.10 Vacation Carry Over**

An employee must take a minimum of their annual vacation entitlement less five (5) vacation days in any one calendar year.

The unused five (5) days must be carried forward and added to the following years vacation entitlement. Any vacation entitlement in excess of five (5) days as of December 31<sup>st</sup> will be paid out at the employees current normal pay rate.

No more than once in every five (5) years of employment, an employee may elect to carry over two (2) successive years of five (5) days carry over into the third year for the purpose of taking extended vacation in that third year.

#### **14.11 Relieving on Higher Grouped Job**

- a) An employee relieving on a higher grouped job at the time she goes on vacation will be paid at the higher rate during her vacation providing the vacation is both preceded and followed by working time on the higher job and provided also that there is a minimum of twenty (20) working days at the higher level.
- b) If an employee is required to postpone her annual vacation in order to relieve on a higher level job for an uninterrupted period of not less than twenty (20) working days, she shall nevertheless qualify for vacation pay at the higher rate set out in (a) above.

#### **14.12 Vacation Scheduling Limitations**

Scheduling of vacations shall be subject to departmental requirements. Employees will indicate their preference for vacation periods on the basis of rotating seniority with the department and an employee's preference will not be unreasonably denied. Employees who transfer to a department after vacation periods are scheduled will be placed at the bottom of the seniority list and will not exercise their seniority position until the scheduling of the following year's vacation. Seniority preferences will be exercised amongst employees who are performing work of the same job level or pay grade or within a work area of a department and headquarter, wherever possible. For the purpose of this clause, rotating seniority is defined to mean that the individual at the top of the seniority list in any year reverts to the bottom of the list in the subsequent year.

**14.13 Accrual of Vacation Credits While on Leaves**

- a) Employees who are on sick leave, maternity leave, long term disability, or in receipt of Workers' Compensation illness or injury benefits, or any combination of the above, will accrue vacation credits for the period of absence up to a maximum of four (4) continuous months providing the employee returns to work.
- b) Employees on authorized absences other than those covered by paragraph (a) preceding will accrue vacation credits for the period of absence up to a maximum of two (2) continuous months providing the employee returns to work.

## ARTICLE 15

### STATUTORY HOLIDAYS

#### 15.01 Paid Holidays

a) For the purpose of this Agreement, the following days shall be paid holidays:

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

b) In addition, any other general holiday(s) proclaimed by the Government of Canada or the Government of British Columbia will be recognized by the Company as a holiday with pay.

#### 15.02 Date of Observance

a) Should the Provincial or Federal Government(s) proclaim a day in lieu of any of the holidays listed in 15.01 (a), the day proclaimed shall become the holiday for the purpose of interpreting this Article.

b) When a paid holiday falls on a Saturday and/or a Sunday, and another day is not proclaimed in lieu thereof in accordance with paragraph (a), a day off in lieu thereof will be given on a working day immediately preceding or immediately following the paid holiday, to be chosen by the Company.

#### 15.03 Holiday Pay

An employee will receive normal straight time earnings for any holiday prescribed in this Article provided that on the working day immediately before and on the working day immediately following the holiday he was at work, on annual vacation, or an approved leave of absence not exceeding ten (10) working days.

An employee who is on sick leave either the day immediately before or the day immediately following the holiday, will receive normal straight time earnings for the holiday. Employees who are on sick leave the day immediately before and the day immediately following the holiday will be paid for the holiday under the terms of the Short Term Disability Plan.

#### 15.04 Holiday Falling on Employee's Vacation

Any holiday described in 15.01 and 15.02, which falls in an employee's vacation period shall be recognized and an additional day off without loss of pay will be granted.

#### 15.05 Notice of Work on a Paid Holiday

Except as may be otherwise provided by this Agreement, employees required to work on a paid holiday or a day designated in lieu thereof shall be notified by the Company of such requirement not later than fourteen (14) calendar days in advance.

#### 15.06 Holiday Pay for Temporary and Part-Time Regular Employees

Temporary and part-time regular employees shall be paid 10.4% of their gross earnings bi-weekly, in lieu of annual vacation and Statutory Holiday leave.

### **15.07 Holiday Pay During Acting Appointment**

An employee relieving on a higher grouped job and receiving acting pay at the time of a holiday as described in this Article will be paid at the higher rate for the holiday provided the holiday is both preceded and followed by working time on the higher job.

## ARTICLE 16

### PAID SICK LEAVE

#### 16.01 Purpose

All eligible employees who incur illness or injury are entitled to and shall receive paid sick leave in accordance with this Article.

#### 16.02 Full-Time Regular Employees

- a) Except as limited in (b) following, each full-time regular employee has paid sick leave entitlement of 543  $\frac{3}{4}$  hours. A portion of this entitlement is at full pay as determined by Article 16.05 and the balance is at 75% pay. All absences due to illness or injury, beginning with the first day of absence, are charged against the employee's entitlement. When the employee has returned to work for thirty (30) calendar days since the last day of absence due to illness or injury, the employee's paid sick leave entitlement of 543  $\frac{3}{4}$  hours is renewed and a portion of this may be at full pay as determined by any full pay entitlement that remains to the employee's credit
- b) Each full-time regular employee who is completing her probationary period as described in Article 6.01 (a) has a sick leave entitlement of up to seventy-two and one-half (72  $\frac{1}{2}$ ) hours at full pay, these being the same seventy-two and one-half (72  $\frac{1}{2}$ ) hours set out in 16.05 (i). All absences due to illness or injury, beginning with the first day of absence, are charged against this seventy-two and one-half (72  $\frac{1}{2}$ ) hours entitlement. There is no further sick leave entitlement beyond this seventy-two and one-half (72  $\frac{1}{2}$ ) hours during the probationary period.

#### 16.03 Full-Time Temporary Employees

A full-time temporary employee is not entitled to paid sick leave until she has completed her probationary period as described in Article 6.01 (a). After completing her probationary period she is entitled to up to seventy-two and one-half (72  $\frac{1}{2}$ ) hours of paid sick leave at full pay. All absences due to illness or injury after completion of her probationary period, beginning with the first day of absence, are charged against this seventy-two and one-half (72  $\frac{1}{2}$ ) hours entitlement. There is no further paid sick leave entitlement beyond this seventy-two and one-half (72  $\frac{1}{2}$ ) hours during the period of employment.

In the event that a full-time temporary employee secures a regular position in the Company without an effective break in service, the employee's paid sick leave entitlement on assuming that regular position will be as though she had been hired as a regular employee effective the last date of hire as a temporary employee, less any paid sick leave taken while a temporary employee. That same date (i.e., the last date of hire as a temporary employee) will be the employee's anniversary date for the purposes of improved entitlements as established in 16.05.

#### 16.04 Part-Time Regular Employees

A part-time regular employee is entitled to the same sick leave entitlement as a full-time regular employee except that such employee's entitlement is prorated on the basis of her scheduled hours of work in that year as a percentage of the annual scheduled hours of work of a full-time regular employee. Coverage applies to scheduled workdays only.

## **16.05 Entitlement Per Years of Service**

Regular employees are entitled to the following full pay sick leave entitlements during each calendar year (prorated for part-time regular employees per 16.04).

	<b>Length of Service</b>	<b>Full Pay Entitlement Full Time Employees</b>
i)	Less than one (1) year	Up to seventy-two and one-half (72 ½) hours per calendar year
ii)	One (1) year or more, but less than three (3)	up to one hundred and forty-five (145) hours per calendar year
iii)	Three (3) years or more	Up to two hundred and seventeen and one-half (217 ½) hours per calendar year

(Calendar year is January 1 to December 31, inclusive)

A regular employee's full pay entitlement is renewed on January 1<sup>st</sup> of each calendar year with such entitlement being determined by the employee's length of service on that date, except that in the case of an employee who is absent on 75% pay due to illness or injury on the last working day of the previous calendar year, renewal is deferred until the first day in the new calendar year on which the employee returns to work, and except that the renewed entitlement for a regular employee who is on probation in accordance with Article 6.01 (a) will not be effective until the employee's probationary period is complete and the employee's full pay sick leave entitlement for the new calendar year will be reduced by the amount of full pay sick leave she has already taken in that year.

Unused full pay entitlements may not be carried over from one calendar year to the next.

Improvements in an employee's full pay entitlement which are due to the employee achieving a corresponding length of service are effective on the appropriate anniversary date of service providing that the employee is not absent on sick leave on that date. If the employee is absent on sick leave, the increased entitlement is effective on the date of her return to work.

## **16.06 Maximum Sick Leave Entitlement**

Regardless of the date on which full pay entitlements are renewed and/or enhanced, they cannot extend the period of paid absence beyond 543 ¾ hours (prorated for part-time-regular employees) and they are not effective in the case of an employee who has exhausted her full sick leave entitlement until that entitlement has been renewed as a result of a return to work for thirty (30) calendar days uninterrupted due to illness or injury.

## **16.07 Full Pay Entitlement Definitions**

"Full pay" means normal pay and includes during the first one hundred forty-five hours (145) of the period of absence, any salary increase or premiums or allowances the employee was scheduled to receive, but does not include payment for any overtime hours scheduled but not worked.

### **16.08 Termination Limited During Sick Leave**

Employees who have completed their probationary period as described in Article 6.01 (a) will not be terminated during absence due to injury or illness without the specific agreement of the Union except that this will not apply if the notice of termination precedes the date on which absence due to illness or injury commenced and when a temporary employee who is absent due to illness or injury reaches the end of her term of employment. Employees who terminate while absent due to illness or injury will not be entitled to paid sick leave beyond the effective date of termination.

### **16.09 No Reduction of Other Disability Benefits**

Except as described in Article 16.14, benefits payable under this Plan will be paid regardless of disability benefits payable by the "Employment Insurance" or by any supplementary private coverage.

### **16.10 Worksafe BC Benefits Augmented**

Where disability benefits are payable under the Worksafe BC Act, the employee shall have her Worksafe BC. benefit augmented by the Company so as to provide 85% of the employee's normal pay. Such pay will be subject to normal company and statutory deductions.

This benefit will be payable in accordance with the following schedule:

	<b>Employee Status</b>	<b>Period of Entitlement</b>
1)	full-time regular employee	543 ¾ hours
2)	part-time regular employee	same entitlement as a full-time regular employee except that such employee's entitlement is prorated on the basis of her scheduled hours of work in that year as a percentage of the annual scheduled hours of work of a full-time employee
3)	full-time temporary employee	72 ½ hours
4)	part-time temporary employee	no entitlement
5)	probationary employee as described in 6.01 (a)	72 ½ hours

Payments under Article 16.10 shall not affect the employee's paid sick leave entitlement.

### **16.11 Benefit Restrictions**

The following do not qualify for benefits under the Plan:

- a) The first day of absence for each separate occurrence of disability in excess of four (4) occurrences per calendar year. Recurring absences for regularly scheduled treatment by a qualified medical practitioner of an ongoing or prolonged illness or injury will be considered as one (1) occurrence.
- b) Maternity leave.



- c) Disabilities occurring during leaves of absence without pay. Entitlement resumes when the designated period of such leave expires and the employee returns to work.
- d) Any absence when the employee has been suspended for just cause.
- e) Any absence where an employee is locked out or on a strike authorized by the Union.

#### **16.12 Medical or Dental Appointments**

Full-time regular employees and full-time temporary employees who have completed their probationary period, will be granted reasonable leave without loss of pay to attend medical and dental appointments which they are unable to schedule outside of working hours.

#### **16.13 Medical Information**

- a) In cases of infrequent but lengthy absences (i.e. in excess of four (4) consecutive days) due to serious illness or injury, the Company may require the employee to submit a medical certificate from the employee's own doctor to substantiate the nature, extent and duration of the illness or injury. In such instances, the cost of the medical certificate will be borne by the Company. The Company may also require a second medical opinion, the costs of which shall be borne by the Company.
- b) In cases where it can be demonstrated that an employee is absent due to illness or injury substantially in excess of other employees in the bargaining unit, the Company may require the employee to offer a satisfactory explanation for her absence, including a medical certificate from the employee's own doctor. The Company may also require a second qualified medical opinion, the costs of which shall be borne by the Company.
- c) An employee who is required to submit a medical certificate will be given adequate notice to secure it. The costs, if any, of providing medical certificate(s) pursuant to Article 16.13 (b) and 16.13. (e) will be borne by the Company.
- d) The Company may require a medical certificate(s) confirming the employee's fitness to return to work after a serious injury or prolonged illness. The cost of such medical certificate(s), if any, will be borne by the Company.
- e) The Company and the Union have agreed to co-operate in preventing improper utilization of the sick leave program and where the Company has reasonable grounds to believe that an employee is improperly utilizing the program, the employee will be required to substantiate her absence with medical certificate(s) signed by her own doctor. The employee may also be required to undergo a medical examination by a doctor selected by the Company, the costs of which shall be borne by the Company.

#### **16.14 Sick Leave Recovery**

An employee may use sick leave entitlements for time lost through accidental injuries (other than WCB claims, as provided for in Article 16.10). Should an employee, who is in receipt of paid sick leave benefits as a result of such injuries, commence an action for damages against a third party as a result of accidental injuries and should that action result in a successful claim for lost wages, the employee will reimburse the Company the full amount of the sick leave benefit paid by the Company or the full amount of the successful claim against the third party for lost wages, whichever is less. The company will credit the employee with the equivalent number of sick days, upon receipt of the funds.

**ARTICLE 17**

**WELFARE BENEFIT PLANS**

**17.01 Health Care**

a) **Medical and Extended Health Benefits**

Full-time regular employees who satisfy the eligibility conditions of the Medical Services Plan of British Columbia will receive coverage under this Plan unless they are covered by a spouse elsewhere and elect to maintain that other coverage.

Full-time regular employees who satisfy the eligibility conditions will receive extended health benefits equivalent to the basic PBC extended health benefits plus the standard PBC eyeglass and hearing aid options, unless they are covered by a spouse elsewhere and elect to maintain that other coverage. The prescription eyeglasses, contact lenses and/or eye examinations coverage will be set at a \$400 limit per member or dependent every two (2) calendar years.

The premium for these Plans will be borne by the Company.

b) **Dental Plan**

All full-time regular employees shall be covered effective the first day of the month following completion of the probationary period in accordance with Article 6.01 (a) under a Dental Plan provided by the Company which will provide benefits equivalent to those offered by PBC in Plan A (80% co-insurance), Plan B (60% co-insurance), and Plan C (60% co-insurance). Maximum payment of benefits under Plan C shall be \$2,000 per eligible person per lifetime. Enrollment in this Dental Plan shall be a condition of employment for all full-time regular employees after completion of the probationary period (in accordance with Article 6.01 (a) except that employees covered by other Dental Plans will not be covered under this Plan if they elect to maintain coverage under those other Dental Plans.

**17.02 Life Insurance**

a) **Group Life Insurance**

The Company agrees that it will provide Group Life Insurance coverage for each full-time regular employee. Such insurance will provide coverage of one times the employee's regular annual salary rounded to the next higher one thousand dollars, plus dependents' coverage as set out as follows:

<b>No. of Dependents</b>	<b>Employee Coverage</b>	<b>Spouse's Coverage</b>	<b>Additional Dependents' Coverage</b>
0	1 x Annual Earnings	----	----
1	1 x Annual Earnings	50% of Emp. Coverage	----
2 or more	1 x Annual Coverage	40% of Emp. Coverage for	5% of Emp. Earnings Each Dep.

The monthly premium cost for such coverage will be borne by the Company.

- b) The Company will continue to provide a voluntary provision so that an employee will be able to purchase additional coverage of up to twice the employee's regular annual salary rounded to the next higher one thousand dollars at nominal cost to the employee.
- c) The Company will implement a voluntary Accidental Death and Dismemberment coverage which will allow employees the option to purchase benefits ranging from \$25,000 to \$150,000, in multiples of \$25,000. In addition, the employee may purchase coverage for his or her spouse and dependent children.

#### **17.03 Coverage While on Leave Without Pay**

- a) Employees who are on leave of absence without pay (excluding maternity leave) in excess of one (1) calendar month are required to reimburse the Company for the total premium cost of all welfare plans on a month-to-month basis in advance. Employees who fail to reimburse the Company pursuant to this provision may have their coverage terminated by the Company.
- b) Employees who commence maternity leave will have their coverage continued for medical, dental and extended health, and basic group life benefits at no cost to the employees, for the duration of the maternity leave as defined in the Employment Standards Act. Such employees will be required to reimburse the Company for the above premiums for the period of maternity leave which goes beyond the duration defined in the Employment Standards Act. Such employees will also be required to reimburse the Company for premium costs associated with voluntary group life and accidental death and dismemberment (if enrolled in these Plans), and long term disability. In addition, employees may continue to make regular pension plan contributions (if enrolled).

#### **17.04 Leave With Pay**

Employees who are off work on leave of absence with pay, short term disability, long term disability, or Worksafe BC Benefits, will continue to receive coverage under the Welfare Plans set out in Articles 17.01 (a) and (b), and 17.02 (a) at no cost to the employee.

#### **17.05 Coverage During Labour Dispute**

Employees who are absent because of a labour dispute, including a strike or lockout, will have their coverage under this Article continued but the employees are required to reimburse the Company for the full cost of premiums for the period.

Should such dispute last in excess of fourteen (14) calendar days, the parties affected will meet and agree on a procedure acceptable to the Company for reimbursing the Company for such premiums.

#### **17.06 No Coverage While on Lay-Off**

Employees on layoff will not be covered by the welfare benefits of this Agreement.

#### **17.07 Long Term Disability Plan**

- a) All full-time regular employees are required to participate in the Long Term Disability Plan upon the completion of the required qualifying period.
- b) The terms and conditions of the Plan shall be determined by the Union, subject to a waiting period consistent with the Short Term Disability Plan.
- c) The cost of the Plan will be paid 100% by the employees.

- d) The Company will withhold the appropriate premiums through payroll deductions and remit same to the designated carrier in a manner prescribed by the carrier.

**17.08 Travel Accident Insurance**

Full-time regular employees will be covered under a Travel Accident Insurance Plan for amounts up to \$200,000 against death or injury sustained while travelling on company business.

**17.09 Joint Employee Assistance Program**

Within two (2) months of ratification of this Agreement the Parties shall form a Joint Employee Assistance Program Committee which shall have as its terms of reference the agreed to Policy that is included in the Supplement to the Collective Agreement. This committee shall meet once every month.

**17.10 Annual Benefit Statement**

The Company will provide an annual benefit summary report to each employee.

**17.11 Pension Committee**

- a) All regular bargaining unit employees will be covered by the Pension Plan described as the Retirement Plan for Bargaining Unit Employees of the Canadian Northern Shield Insurance Company.
- b) One member of the Pension Committee to oversee the Pension Plan noted above shall be appointed by the Union and shall be an actively employed member of the Canadian Office & Professional Employees' Union, Local 378.

**17.12 Maintenance of Welfare Benefit Plans**

The Company and Union will jointly review the Benefit Plans on a bi-annual basis beginning in 2002 with the intent of ensuring that the benefit plan coverages do not become sub-standard and continue to meet the needs of the employees without incurring significant premium increases for the employer. The parties will work in partnership to educate and inform employees on the use and value of the Benefit Plans.

**17.13 Health Assistance**

Physical Fitness Subsidy: Employees may receive 50% reimbursement on an annual fitness club program, to a maximum of for any twelve (12) month period:

Effective October 1, 2007	\$150;
Effective October 1, 2008	\$175;
Effective October 1, 2009	\$200; or

For any six (6) month program up to:

Effective October 1, 2007	\$75
Effective October 1, 2008	\$88
Effective October 1, 2009	\$100

This is a taxable benefit for the employee.

Smoking Cessation Program: Employees may receive up to a maximum of \$250.00 towards to the cost of participating in a “quit smoking program”. This will be available on a one time only basis.

## ARTICLE 18

### LEAVE OF ABSENCE

#### 18.01 Compassionate Leave (Bereavement)

Compassionate leave of absence without loss of pay shall be granted to regular employees (and temporary employees who have accumulated more than three (3) months' service with the Company) – who are otherwise scheduled to be at work – in accordance with the following provisions:

- up to five (5) days (i.e., one work week) in the event of a death of a spouse, son, daughter, mother, father, sister, brother or step-child.
- up to three (3) work days in the event of a death of a father-in-law, mother-in-law, grandparent, grandchild, legal guardian or permanent resident of the employee's home.

The Company may, at its discretion, grant further compassionate leave, contingent on the circumstances.

#### 18.02 Special Leave

Any regular employee (or temporary employee who has accumulated more than three (3) months' service with the Company) will be entitled to reasonable leave without loss of pay for legitimate and unavoidable personal reasons which will include but shall not be limited to:

- serious household or domestic emergency.
- attend funeral as pallbearer or mourner.
- attend his formal hearing to become a Canadian citizen.
- full period of any quarantine.
- moving household furniture and effects when it is not possible to move on a weekend or scheduled day off, except that such leave with pay will not be allowed more than once in any twelve (12) month period, however, an employee may be granted such leave of absence without pay in circumstances where the employee is not eligible for such leave with pay.

As well, leave of absence for other legitimate personal reasons acceptable to the Company may be granted.

#### 18.03 Court Leave

When a regular employee, other than employees on Leave of Absence without pay, is summoned to Jury Duty, subpoenaed as a witness, or representing the Company in her official capacity, leave of Absence with pay will be granted provided such court action is not occasioned by the employee's private affairs.

Where court action is occasioned by the employee's private affairs, Leave of Absence without pay will be granted.

Time spent at court by an employee in her official capacity shall be at the appropriate rate of pay.

#### **18.04 Examination Leave**

A regular employee who writes a final course or year-end examination during or immediately following a regularly scheduled work shift will be entitled to reasonable time off to write the examination. An employee who completes the writing of an examination not less than three (3) working hours prior to the end of her shift will be expected to return to work.

In addition, such an employee will be entitled to leave of four (4) working hours without loss of pay on the last working day prior to the examination leave, in order to prepare for the examination.

#### **18.05 Pregnancy, Parental and Adoption Leave**

A pregnant regular employee shall be eligible for up to seventeen (17) weeks maternity leave to be taken in accordance with the provisions of the Employment Standards Act. At the request of the employee, the Company will provide the employee with a written statement of conditions applying to the requested leave.

A regular employee who utilizes the pregnancy leave will be eligible for a further thirty-five (35) weeks of unpaid parental leave in accordance with the provisions of the Employment Standards Act. If a regular employee has not utilized the above mentioned pregnancy leave, or if they are a birthing father, or adoptive parent, they will be eligible for unpaid parental leave of up to thirty-seven (37) weeks to be taken in accordance with the Employment Standards Act.

Notification of the leave request must be provided to the Company 4 weeks prior to the desired leave date.

An employee desiring to return to work following pregnancy, parental or adoption leave shall notify the Company no later than four weeks prior to the desired date of return. On return from this leave, the employee will be reinstated in her former position and receive the same salary and benefits as she received prior to such leave including any general salary increases and benefit changes which occurred during the period that she was on leave.

In the event the employee's spouse is an employee of the Company, the leave provisions will be available to only one of the two employees.

#### **18.06 Public Office**

Leave of absence without pay will be granted to employees who:

- i) Run for elected office – municipal, provincial, federal.
- ii) Are elected to public office.

#### **18.07 Leave Without Pay Entitlement**

Subject to departmental requirements an employee who has completed two (2) years of continuous service will be allowed up to ten (10) consecutive working days leave without pay in any calendar year upon request, and an employee's request will not be unreasonably denied. Such leave will not take precedence over another employee's vacation leave.

#### **18.08 General Leave Without Pay**

Notwithstanding any provision for leave in this Agreement, an employee may be granted leave of absence without pay provided her reason for leave is satisfactory to the Company.

### **18.09 Military Leave**

Up to two (2) weeks leave of absence per year will be granted to regular employees in order to attend Canadian Armed Forces (Reserve) Training Camps. Employees having such requirements will make their request for such leave known to their manager at the earliest possible time so as not to conflict with the department's annual vacation scheduling. During such leaves the employee's pay will be topped up to yield 100% of their normal salary with the Company.

### **18.10 Educational Leave**

Employees who have completed five (5) years of service with the Company will be granted up to one (1) year leave of absence without pay to undertake courses or studies to enhance their present and future career prospects with the Company. Such leave will be subject to the following conditions:

- a) the employee will make her leave request known to her manager not less than six (6) weeks prior to the anticipated commencement date.
- b) upon notification of a request for such leave, the Company may proceed to fill the resultant job vacancy on a permanent basis.
- c) the employee will have the right to apply for job bulletins and/or submit a standing application for job vacancies in the Company and will receive consideration as a regular employee. In such instances, the employee must be available to return to work within thirty (30) calendar days of notification of being the successful applicant in a job competition. For the purposes of job application and subsequent reinstatement, the employee's seniority will be calculated as at the date she commenced her educational leave.
- d) an employee who is on educational leave will be deemed terminated if she:
  - i) fails to apply for a position and/or fails to submit and maintain a standing application for a job in the Company within one (1) month of completing her educational leave.  
  
or
  - ii) fails to secure a regular position in the Company within twelve (12) months of completing her educational leave.  
  
or
  - iii) secures a full-time regular position with another employer while on educational leave.
- e) an employee who returns to work at the completion of her educational leave will not be eligible to request another educational leave until she has completed a further five (5) years of service with the Company.
- f) All of the terms and conditions shall apply except the Company will grant up to two (2) years of leave of absence without pay in the event the employee has been accepted to follow the Vancouver Community College General Insurance Diploma Program. The leave of absence will be curtailed in accordance with the length of the Program.

To maintain this leave of absence the employee will provide proof of successful completion of each term and enrolment in the next.



### **18.11 Family Care Leave**

All full-time regular employees may utilize their sick leave entitlement to attend to family illness and/or medical and dental appointments, up to a maximum of five (5) days per calendar year. Time off will be paid in accordance with eligible sick entitlements. Such paid time off work may be taken at one (1) time or in any increments of one (1) or more full days at the employee's option. Family shall be defined as in Article 18.12

### **18.12 Critical Care or Elder Care Leave**

- a. Employees who have completed not less than three (3) years of continuous service with the Company will be granted a leave of absence without pay for a period not to exceed twelve (12) months, for the purposes of attending to the long term care needs of an immediate family member who is suffering from a serious illness. Immediate family member is defined as: a spouse, common law spouse, mother, father; sister, brother, son, daughter, step-child, grandparent, grandchild, or legal guardian or a person who has been a permanent resident of the employee's home for a minimum of one year. At the sole discretion of the Company the 3 years continuous service requirements may be waived.

The following conditions must apply:

1. The employee must be actively employed at the time her leave of absence is to commence, and it may not be combined with any other unpaid leave provisions.
2. The employee will make her leave request known to her manager not less than six (6) weeks prior to the anticipated commencement date, unless the circumstances are such that sufficient notice could not be provided. This request will include the desired duration of the leave; identification of the family member requiring long term care; and the nature of the illness.
3. Where the duration of leave exceeds six (6) months the Union will agree to the extended placement of a temporary employee for the duration of leave. This temporary employee will not be eligible for benefits as provided in Article 6.04 c)
4. Upon return to active employment the employee will be reinstated into her former position.
5. The employee will be paid out for all earned paid leave entitlements at the commencement of her leave, and will recommence accrual for such leave entitlements upon return to active employment. Where the employee's leave exceeds six (6) months in duration, the employee, at her option, may receive these payouts on a graduated basis. These payments would be made no more than once per month with a maximum of 6 payments being made.
6. The employee will be entitled to continued coverage of basic medical, and extended health benefits, dental and group life insurance during the period of leave, provided the employee does not obtain similar coverage through other means and subject to the Company being reimbursed for the full costs of such benefits on a month-to-month basis in advance. The employee will not be entitled to paid sick leave for the period of absence until such time as she returns to active employment.

7. An employee who is on leave for the purposes described above will have resigned if she:  
  
-fails to return to work within two (2) weeks of completing her leave without providing acceptable reason to the Company; or undertakes alternate employment.
8. Four (4) weeks prior to the expiration of the leave, the employee will inform the Company of her intent to return to work. In the event the employee wishes to return before the expiry of her leave she will provide the Company with a minimum of two (2) weeks notice.
9. Only in exceptional circumstances and at the sole discretion of the Company, will consideration be given to a subsequent request for similar leave within two (2) years.

## ARTICLE 19

### MOVING, TRAVELLING, SPECIAL ENTITLEMENTS

#### 19.01 Headquarters

- a) Each employee will have an established headquarter which will be the location where the employee normally works, reports for work, or the location to which she returns between jobs and will be a permanently established Company place of business unless otherwise specifically agreed by the parties. Under this clause the homes of resident adjusters will be considered the established headquarters for those employees and classifications in the absence of a permanent Company office. (Reference 8.02 (h)).
- b) In the event of a lack of space in a headquarter the Company establishes a satellite office in a separate building then for purposes of this article the satellite office shall be considered one and the same as the headquarter office and employees at the satellite office will have the same access to job postings as if they were in the headquarter office.
- c) The departments as at the date of signing this Agreement are:
  - Corporate Services
  - Claims
  - Commercial Underwriting
  - Department of the Chief Operating Officer
  - Finance
  - Human Resources
  - Information Services
  - Kelowna Branch Office
  - Nanaimo Branch Office
  - Vancouver Branch Office
  - Victoria Branch Office

The Company will advise the Union in writing of any changes to this list as they occur. All other references to "department" in this Agreement relate to the organizational unit reporting to the first level of management.

#### 19.02 General Provisions – Transportation and Travel Time

- a) **Transportation – General**
  - (i) Unless otherwise specifically limited below, employees (other than those employees who have assigned vehicles) who are required to travel on Company business will be provided with transportation by the Company at no cost to the employee except that employees may utilize their personal vehicle subject to the conditions outlined in Article 19.05.

Employees who are away from their established headquarters and are utilizing a Company vehicle will be entitled to use such vehicle for reasonable personal use after regular working hours.
  - (ii) The Company will provide studded snow tires and survival kits in company vehicles upon request when such vehicles are to be operated east and north of Hope in British Columbia.

b) **Travel Time – General**

Unless otherwise established in this Agreement, all time spent in travel prior to or after regular hours or on scheduled days off excluding time spent in daily travel to and from the employee's established headquarter to work their regular work schedule will be paid as time worked.

**19.03 Commercial Travel**

The Company will pay the equivalent of economy air fare for air travel and for other forms of travel will pay the cost equivalent to first class standards plus sleeping accommodation where required for employees travelling on Company business. All time spent travelling and waiting for connections for public transportation will be paid as time worked except that when an employee is provided with accommodation at her place of departure such pay shall not start until the employee is required to depart her place of accommodation to catch the scheduled transportation. Pay for travel time on a day on which no work is performed will be limited to a day's pay at the prevailing rate.

**19.04 Travel – Involving No Change in Lodging**

Employees who are required to report to a temporary headquarter which does not involve any change in lodging will be reimbursed for additional transportation cost incurred or be provided with transportation by the Company and will have the difference in travelling time in excess of that which they normally spend reporting to or returning from their established headquarter and their residence paid as time worked.

**19.05 Personal Vehicles**

Employees who elect and who are permitted by the Company to use their personal vehicles in lieu of transportation supplied by the Company shall receive:

Effective October 1, 2007	.46
Effective October 1, 2008	.48
Effective October 1, 2009	.50

Per kilometer for all distance travelled on company business.

In the event of an accident occurring while the employee is using her personal vehicle on Company business, the Company will reimburse the employee two hundred (\$200) on the deductible portion of her insurance, subject to such cost actually being incurred.

**19.06 Expense Claims**

Employees travelling on Company business or working away from their established headquarter will be reimbursed for reasonable expenses as set out below by submitting the appropriate Company form:

- a) Accommodation expenses.
- b) Meal expenses will include actual expenses incurred for all meals and gratuities. Receipts will be required for individual meals above the following amounts:
  - Breakfast .....\$ 7.00
  - Lunch .....\$ 9.00
  - Dinner .....\$15.00
- c) Personal vehicle mileage expenses subject to 19.05 and other travel expenses which will include taxis and parking.

- d) Reasonable Company promotion expenses where incurred provided such claims are supported by receipts with comments relative to dates, persons, places, and reasons thereto.
- e) Miscellaneous expenses where incurred will include telephone, laundry, valet, and any other reasonable expense. Any one item in excess of five dollars (\$5.00) will be explained and supported by receipts.

**19.07 Monetary Advances**

Employees will receive monetary advances on request when travelling or incurring expenses on Company business.

**19.08 Moving Expenses**

Full-time regular employees will be reimbursed for moving expenses when the employee's established headquarter is changed for reasons set out in 19.08 (a) or 19.08 (b).

Moving expenses will be paid in accordance with 19.09 (a) (full expenses) or 19.09 (b) (limited expenses) when all of the following conditions have been met:

- i) The employee must be moving from, and to, a full-time regular position; and
  - ii) The employee must actually incur a change in residence; and
  - iii) The new headquarter must be further from the original residence than was the previous headquarter, and
  - iv) The new headquarter must be more than twenty (20) road miles away from the original residence; and
  - v) The new residence must be closer to the new headquarter than is the old residence to the new headquarter, and
  - vi) The employee must initiate her move to the new residence within three (3) months of moving to her new headquarter; and
  - vii) The employee must submit her claim for all moving expenses, including supporting documentation, within twelve (12) months of moving to her new headquarter, unless a longer period is agreed to in writing by the Manager, Human Resources.
- a) Full moving expenses will be paid in accordance with 19.09(a), where the change in headquarter results from:
    - i) The location of the employee's headquarter being changed by the Company, except as limited by 19.08 (c).
    - ii) A move as a result of the employee being displaced under Article 9 – Technological and Procedural Change.
    - iii) A move as a result of the employee receiving a promotion under Article 7 except as limited under 19.08 (b) (iii).
  - b) Limited moving expenses will be paid in accordance with 19.09 (b) where the change in headquarter results from:
    - i) A move as a result of the employee being displaced under Article 8 – Layoff and Recall.

- ii) A move as a result of the employee voluntarily transferring to a job of equal or lower salary level under the terms of Article 7. Unless otherwise agreed by the Company, employees in such instances will not receive any moving expenses if they have less than five (5) years continuous service or if they have received a move paid by the Company in the preceding five (5) years.
  - iii) A move as a result of an employee receiving a promotion under Article 7 into any salary group seven (7) and below, (excluding Telephone Adjusters).
- c) An employee whose change in headquarter results from a transfer or demotion due to inadequate performance will not be entitled to moving expenses unless otherwise agreed by the Company.
- i) When a change in the location of the headquarter occurs to reduce overall office space lease costs or due to the expiry of an office space lease, employees at that headquarter will not be entitled to moving expenses unless otherwise agreed by the Company.
  - ii) In the case of the Vancouver Headquarter, 19.08c, (i) shall apply provided the new headquarter is within a region including West Vancouver, North Vancouver, Coquitlam, Port Coquitlam, Pitt Meadows, Langley, Surrey and Delta.
  - iii) In the case of the Kamloops, Kelowna, Nanaimo and Victoria headquarters 19.08c, (i) shall apply provided the new headquarter is within an area serviced by public transit.
- d) The employee who receives limited moving expenses as a result of a voluntary transfer to a job of equal or lower salary level will reimburse the Company for all moving expenses received in those instances where the employee voluntarily leaves the employment of the Company within one (1) year of the date of the move.

**19.09 Moving Expense Definitions**

- a) Full Expenses are defined as follows:

**Moving**

- i) Costs of:
  - packing and unpacking of household furniture and equipment;
  - mover's charge;
  - insurance against damage to household effects in transit;
  - legal expenses incurred in connection with a purchase of a house at a new location;
  - storage of household furniture and equipment which is being moved to the employee's new residence for up to one month, or for such longer period as may be approved by the Manager, Human Resources, or his designate.
- ii) Providing any claim hereunder is supported by receipted vouchers, the Company will pay an amount not exceeding four hundred (\$400.00) for incidental expenses. These incidental expenses include cost of cleaning existing residence, disconnecting and reconnecting appliances, altering rugs or drapes.
- iii) The employee will be responsible for:

- making arrangements for the move, for securing at least two competitive bids, for the selection of a reputable carrier, and prior to signing the contract, submitting the quotation for approval to the Manager, Human Resources, or designate.
- Placing of the insurance on her household effects in transit.
- Obtaining reimbursement from carriers to any damage to effects in transit.

## **Home Disposal**

### **i) Rental Premises**

Under this provision, the Company will guarantee to the employee or her landlord:

- payment of the rental at her old location until the lease is terminated or a sublet arranged, whichever occurs first.
- Payment of any bonus or cancellation fee to the landlord, providing it is approved in advance.

### **ii) Owned Premises**

- Real Estate Commission:

Earned real estate commission relating to the sale of the employee's principal residence, not exceeding seven percent (7%) of the selling price, shall be paid by the Company. Where there is established by the local real estate board a customary commission in excess of seven percent (7%) of the selling price for residential property, prior written approval for any amount in excess of seven percent (7%) must be obtained from the Company.

- Mortgage Interest and Property Taxes:

Where the employee is selling a principal residence and purchasing another principal residence and where the sale and purchase of these residences overlaps such that mortgage interest and property taxes are being paid temporarily on both residences the Company will pay to the employee the mortgage interest and property taxes on one of these principal residences subject to the following conditions:

- the Company's payments will apply to the period beginning with the commencement of duplicate mortgage interest and property tax payments and ending when the duplicate payments end or when three months (3) have expired, whichever is the earlier; and
- the Company's payment will apply to the principal residence where the sum of mortgage interest and property taxes is lower and will be the actual amount of such interest and mortgage property taxes subject to a maximum of five hundred (\$500) per month (or a pro-rata portion thereof in the case of part month(s), and
- the employee will support her claim for payment with documentation which confirms both the existence of duplicate mortgage interest and property tax payments and the amounts of same.
- Definition of Principal Residence:

The employee's principal residence shall be that property owned by the employee, her spouse or jointly, used for permanent living accommodation and

considered to be her mailing address. This definition specifically excludes summer cottages, business ventures such as apartments, rented quarters or business establishments.

### **Travelling and Living Expenses**

The Company will pay all reasonable charges for:

- i) Transportation of entire family via air, rail or car. If the employee's own car is used, standard mileage rates will prevail. This includes meals, lodging enroute and normal living expenses.
- ii) In the event that the employee precedes her family to the new location, the Company will pay her personal living expenses for a reasonable period required to find reasonable living accommodation.

### **19.10 Limited Moving Expenses**

- b) Limited Expenses are defined as follows:

#### **Moving**

- i) Costs of:

- packing and unpacking of household furniture and equipment.
- mover's charges.
- insurance against damage to household effects in transit.

- ii) Providing any claim hereunder is supported by receipted vouchers, the Company will pay an amount not exceeding four hundred (\$400.00) for incidental expenses. These incidental expenses include cost of cleaning existing residence, disconnecting and reconnecting appliances, altering rugs or drapes.

- iii) The employee will be responsible for:

- making arrangements for the move, for securing at least two competitive bids, for the selection of a reputable carrier, and prior to signing the contract, submitting the quotation for approval to the Manager, Human Resources, or designate.
- placing of the insurance on her household effects in transit.
- obtaining reimbursement from carriers for any damage to effects in transit.

### **Travelling and Living Expenses**

The Company will pay all reasonable charges for:

- i) Transportation of entire family via air, rail or car. If the employee's own car is used, standard mileage rates will prevail. This includes meals, lodging enroute and normal living expenses.



In the event that the employee precedes her family to the new location, the Company will pay her personal living expenses for a reasonable period required to find reasonable living accommodation.

#### **19.11 Special Allowances**

- a) Employees who are required to have a facility in a language other than English will receive a premium equivalent to a one step increase in their regular monthly salary.
- b) A payroll deduction plan for insurance premiums arising from personal insurance coverage issued to the employee, by the Company, to cover the employee and her immediate family's personal property is available.
- c) The Company agrees to maintain the present practice with regard to Insurance Institute membership fees and bonus payments, as follows:

##### **Associateship Program**

- i) \$35.00 for each course successfully completed
- ii) with honors, an additional bonus of \$35.00
- iii) on completion of the program, \$350.00 bonus

##### **Fellowship Program**

- i) \$70.00 for each course successfully completed
- ii) with honours, an additional bonus of \$70.00
- iii) on completion of the program, \$700.00 bonus

#### **19.12 Travelling Less Than 15 Minutes**

It is understood and agreed that in negotiating Article 19.04 of the Collective Agreement, the parties recognize that there should be reasonable give and take between the employees and the Company and therefore employees will not claim for daily travelling differences which are fifteen (15) minutes or less.

#### **19.13 First Aid Certificate Allowance**

The Company will provide compensation at the premium rate of sixty-eight (.68) cents per hour (this amount will be increased by the amount of all negotiated general salary increases on the dates they become effective) to two employees that volunteer for, and are designated as the two Worksafe BC Certified Industrial First Aid Ticket Holders, hereafter called the "Ticket Holders". Compensation will be paid monthly utilizing the formula in Article 11.02 and 11.03 to convert to a monthly or bi-weekly equivalent.

It is understood that the two designated Ticket Holders will not have overlapping vacation periods.

## ARTICLE 20

### TRAINING AND DEVELOPMENT

#### 20.01 Purpose

It is the general intent of this Agreement that a policy of promotion from within will be followed throughout the Company and to this end the Company will, where practical, assist all employees to develop their capacities to maximum degree possible in line with their present and future careers. This assistance may be in the form of financial aid or on-the-job training in accordance with the following provisions; however, provision of training assistance does not imply any promise or obligation to promote.

An employee wishing to take the benefits of this Article must submit a written application for such benefits and receive Company approval prior to enrollment in such course. Application for training assistance will be made through the employee's department manager. Such applications will be in writing and will set out the details of the proposed course(s).

#### 20.02 Joint Training Committee

There shall be a Joint Training Committee consisting of one (1) representative of Management and one (1) employee representative designated by the Union. The Committee shall function on a continuing basis and shall meet at least two (2) times per year, and at any other times the Committee deems necessary.

The Joint Training Committee shall consider and review: training needs of employees and career planning; trends in education and employee development; and any other training issues. In addition, the Committee shall review upon application of an affected employee(s) the reasons for denial of a request for training and make such recommendation as may be appropriate under the circumstances to the Manager, Human Resources regarding its findings. Such recommendations shall be in writing with a copy to the Union and the affected employee(s).

The Committee will meet during working hours and such time will be paid as time worked.

#### 20.03 Financial Aid, Training Courses

Employees may apply for financial assistance to undertake a course of outside training. The degree of financial aid assumed by the Company will depend upon the circumstances. In general, the Company will provide for categories of financial aid as follows:

- a) Full cost of training will be borne by the Company where training is at the direction of Management and carries the appropriate approval.
- b) The Company will reimburse the full cost of books and tuition fees and such other expenses as may be approved by the Company of any course where such training is directly related to the employee's job. The Company will make full reimbursement to the employee upon the successful completion of each term in the case of courses lasting more than one (1) year.
- c) The Company will reimburse fifty percent (50%) of the full cost of books and tuition fees of any course approved by the Company where such training could be of future use to the employee in working for the Company. The Company will make such reimbursement to the employee upon the successful completion of the course.
- d) i) On presentation of proof of expenses for books and tuition fees, the Company shall pay to the employee the costs of any course approved by the Company as specified in this Article.

- ii) In the event the employee does not obtain a passing grade after twelve (12) months of obtaining course expenses, then the employer shall have the monies advanced deducted from the employee's salary in twelve (12) equal bi-weekly installments.
- iii) In the event the employee terminates employment prior to showing successful completion of the course, then the Company shall have the full amount of the monies advanced deducted from the employee's salary.

#### **20.04 Insurance Institute Education**

The Company will reimburse 100% of Insurance Institute Membership fees when membership is required for Insurance Institute course enrollment. The Company will also reimburse 100% of Fellowship course registration fees required by the Insurance Institute.

Upon successful completion of an Insurance Institute course the employee will receive a bonus payment. (refer to Article 19.10c).

#### **20.05 Underwriter Trainees**

##### **a) Internal Selection**

Underwriter Trainees selected from within the Bargaining Unit will be entitled to all the provisions of the Collective Agreement during the twenty-four (24) month training period, except that salary progress during this period will be as follows:

- i) Unless otherwise provided for in the Collective Agreement, no employee entering the programme will receive salary in excess of Step 5 of Salary Group 7. Selected incumbents whose salary is equal to or in excess of Step 5 Salary Group 6 will receive no increments (as described below) for the duration of the twenty-four (24) month training programme. The employee's length of service date will be adjusted to reflect the date of successful completion of the training programme.
- ii) Internally selected incumbents not covered by paragraph (i) preceding will have their salary increased by a pro-rata portion of their next length of service increase, or will be paid a minimum of Step 1 Salary Group 5 (as defined in Appendix "B" of the Collective Agreement) whichever is greater.
- iii) Upon successful completion of six (6) months of the training programme, Incumbents will receive 105% of Step 1, Salary Group 5, or remain at their current salary, whichever is greater.
- iv) Upon successful completion of twelve (12) months of the training programme, incumbents will receive 110.25% of Step 1, Salary Group 5, or remain at their current salary, whichever is greater.
- v) Upon successful completion of eighteen (18) months of the training programme, incumbents will receive 115.76% of Step 1, Salary Group 5, or remain at their current salary whichever is greater.
- vi) Upon successful completion of the twenty-four (24) month training programme, incumbents will be classified as Underwriters (in Salary Group 7) and will receive a length of service increase, based on a one salary group promotion from 115.76% of Step 1, Salary Group 5 (as outlined in Article 11.08 of the Collective Agreement) or remain at their current salary, whichever is greater. Incumbents will thereafter progress along the salary scale in the normal manner, as defined in Article 11.06 of the Collective Agreement.

## **2. Outside Hires**

Underwriter Trainees hired outside of the Bargaining Unit will be entitled to all of the provisions of this Collective Agreement, except as amended by the following provisions:

### **a) Definition of Benefit Limitations**

New hires shall be considered probationary for a period of six (6) months, and during such probationary period the following benefit limitations will apply:

- i) shall not attain seniority until completion of the probationary period,
- ii) May be terminated with two (2) days notice or pay in lieu of notice in the first four (4) months, or ten (10) days notice or pay in lieu of notice in the fifth (5<sup>th</sup>) to sixth (6<sup>th</sup>) month, and will not be considered laid off or have any rights of recall.
- iii) shall not be entitled to benefits under Technological and Procedural Change.
- iv) shall not be eligible to apply for other positions within the Bargaining Unit unless otherwise mutually agreed by the parties.
- v) shall be eligible for all welfare benefits as set out in the Collective Agreement, upon completion of three (3) months or sixty (60) days, whichever shall last occur.

### **b) Salary Progression of Outside Hires**

Outside hires will start at Step 1 of the Salary Group 5 (in Appendix "B" of the Collective Agreement) and will receive a 5% increment after successful completion of six (6) months, twelve (12) months, and eighteen (18) months of the training programme. Upon successful completion of the full programme (24 months) incumbents will receive a length of service increase (pro-rated from the date of their last increment) plus a 5% increment of the product. Incumbents will thereafter progress along the salary scale in the normal manner as defined in Article 11.06.

## **3. Orientation and Training**

The Company will provide the Underwriter Trainees with a formal orientation and training program which will involve on-the-job instruction and orientation.

## **4. Expedited Placement**

Internally selected incumbents with experience relative to the Underwriting position will be placed at a point on the trainee programme giving recognition for that experience and education.

## **5. Placement**

Upon successful completion of the aforementioned training programme, Underwriter Trainees will be classified to the position of Underwriter. Unless otherwise agreed by the parties, Underwriter Trainees will not be eligible to apply for lateral transfers during the period they are classified as Trainees.

## **6. Recruitment**

Where the Company recruits Underwriter Trainees it shall do so by way of a job posting and competition in accordance with Article 7.06.

## **7. Point of Emphasis**

All salary rates and salary progression processes described herein are based on the currently established job classifications and salary structure and maybe subject to revision by the parties in the event of changes to either of these factors.

It is understood that Trainees shall not be paid compensation for time spent on Insurance Institute Courses or equivalent education, except as specified in Article 18.04, Examination Leave.

### **20.06 Cooperative Education, General Insurance Program**

A committee will be formed to investigate arrangements already in place with other employers designed to facilitate student employment as part of a cooperative education program. The information received will be used to create an agreement which is applicable exclusively to the Vancouver Community College General Insurance Diploma Program. The recommendation of the committee shall include details of the compensation to be provided students completing work terms at CNS and will be submitted to the parties within four (4) months of the parties achieving a Collective Agreement.

The following provisions will be included in the recommendation:

The Company may employ one (1) student for one (1) four (4) month work term per calendar year. The work terms shall be offered in the following order.

- a) If there is a Company employee on educational leave for this program they shall be offered the work term first.
- b) Provided that there are two (2) or more Company employees on this program work terms will be offered to the most senior employee first.

In the event that there are no Company employees enrolled in the program, or in the alternative that they decline the option to complete their work term at CNS, the Company may recruit one (1) student from the program to participate in the four (4) month work term for that year.

## **ARTICLE 21**

### **CLOTHING ALLOWANCES**

Where required, protective clothing such as smocks, safety hats, coveralls, etc., will be supplied by the Company at no cost to the employee.

The Company will continue to provide protective clothing and equipment as in effect at the date of signing of the Agreement, and in such other circumstances as required.

## **ARTICLE 22**

### **STRIKES AND LOCKOUTS**

During the life of this Agreement the Union will not authorize any strike or walkout and the Company will not cause any lockout. Under this clause it will be no violation of the Agreement for employees to refuse to cross a legal picket line of a trade union.

## **ARTICLE 23**

### **SAVINGS CLAUSE**

If any article, section, paragraph, clause, or phrase of this Agreement shall by Provincial, Federal, or other law, or by decision of any court be declared or held illegal, void, or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.



## ARTICLE 24

### LABOUR RELATIONS CHARTER

#### 24.01 Labour Relations Charter

This charter sets out the basis for conducting affairs between the Company and the Union on matters relating to the maintenance of the Collective Agreement.

This charter reflects a shared desire by the parties to:

- a) establish and maintain a problem solving resolution process between the Company and the Union;
- b) establish, within the framework provided by law, an effective working relationship in all areas of the Company in which members of the bargaining unit are employed;
- c) maintain harmonious relations and settled conditions of employment.

#### 24.02 Issues Identification and Resolution – Labour Relations Forum

The Parties recognize the importance of developing and preserving a forum of consultation for the purposes of problem solving resolution which reflects the needs of the Union, its members, and the Company, and which seeks to maintain labour relations stability within the Company.

##### a) Regular Working Sessions

A regular, on-going, consultative forum will be created and maintained to deal with issues of a nature that are seen to impede the effectiveness of the labour relations environment. This forum will consist of regular meetings between the parties, as required, with scheduled monthly meetings.

The objective of conducting this forum will be to respond to issues raised by either parties' representatives which, left unattended, would adversely affect the relationship between the parties, and/or which would unnecessarily contribute to the time associated with reaching a settlement in formal collective bargaining.

##### b) Representation

There will be designated representatives from each party assigned to coordinate their respective agenda, and work towards the development of resolutions to issues brought forward. Other participants will be brought in by the parties on an "as needed" basis in relation to the relevance of issues being addressed.

##### c) Agenda Building

Issues brought forward by the parties may include:

- union membership input, through contact or surveys;
- outstanding grievances and related grievance issues;
- individual member and/or group issues that may not have been grieved or that may not be grievable, but a concern exists;
- issues arising from the Union's Executive Board;
- Joint committee input from Union or management appointees, or mutually agreed issues from both parties;

- Business focused operational issues that may require refinement to previously negotiated provisions, or the development of new provisions.

Issues brought to the table by either party will be discussed on an informal and without prejudice basis, and categorized as being: (i) potentially resolvable within the Labour Relations Forum; (ii) not resolvable within the forum; (iii) referable to collective bargaining; (iv) set aside with reasons back to the initiator. Grievance not resolved by this process may be referred by the Union to arbitration as per Article 3 of the Collective Agreement.

d) **Issues Resolution – Mediator Involvement**

Issues, other than grievances that the parties consider to be potentially resolvable within the Labour Relations Forum will be addressed as the principal activity. The parties agree that Mr. Don Munroe will serve as a mediator, providing assistance in the resolution of issues requiring such intervention.

e) **Resolution Implementation**

Resolutions to issues that involve changes to the Collective Agreement may be announced and implemented, where mutually agreed, on a tentative basis and will be subject to ratification as part of the next formal collective bargaining. This would include relevant Company policy changes, contract interpretation refinements, and Letters of Understanding.

f) **Communications**

Communications of outcomes will be jointly coordinated. As well, each party will be free to engage in direct communications with their respective constituents, as appropriate.

**24.03 Principles and Guidelines**

The foregoing Labour Relations Charter is intended to set out principles and guidelines for the manner in which the Company and Union intend to conduct affairs relating to problem solving resolutions. Nothing in this Charter is intended to abrogate any rights presently held by either party respecting collective bargaining and the administration of the Collective Agreement.

The parties recognize that, in striving to meet the objectives of this Charter, appropriate amendments to it may be required from time to time. It is the intent of the parties that such amendments will be progressive in nature, and designed to improve upon the processes of achieving labour relations stability within the Company.

## ARTICLE 25

### HEALTH AND SAFETY

#### **25.01 Joint Occupational Health, Safety and Environmental Committee**

There shall be established a Joint Occupational Health, Safety and Environmental Committee composed of two (2) employees appointed by the Company and two (2) employees appointed by the Union. The committee shall meet every three (3) months or more often at the request of either party, to review matters pertinent to Occupational Health and Safety, and may consider recommendations from worksite Occupational Health and Safety Committees.

Employee representatives shall be on leave of absence without loss of pay for time spent on the committee.

#### **25.02 Statutory Health and Safety Compliance**

The Company and the Union agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees.

There shall be full compliance with all applicable statutes and regulations pertaining to occupational health and safety.

#### **25.03 Unsafe Work Conditions**

No employee shall be disciplined for refusing work which she/he has reasonable cause to believe is unsafe and where she/he acts in compliance with Sections 3.12 and 3.13 of the Worksafe BC Regulation.

#### **25.04 Investigation of Accidents**

- a) Employees who experience a work related injury or illness are required to report the incident to Worksafe BC in accordance with WCB regulations.
- b) Whenever a lost time accident, medical aid, or near miss event occurs, a Union appointed member of the applicable Joint Worksite Occupational Health and Safety Committee and the Manager shall conduct an investigation and report their findings, including the first aid forms, Form 7(a), and incident report to Worksafe BC, within seventy-two(72) hours of the event. The Union representative on the Joint Worksite Occupational Health and Safety Committee will submit copies of the findings to the Union.
- c) The parties agree to provide each other with notice of any appeals they initiate relating to decisions made by the Worksafe BC respecting any employee claim, and the Company will provide the Union with a copy of any notice of appeal received, respecting any employee claim.

#### **25.05 Repetitive Strain Injuries**

- a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal injuries or illnesses that are work related.
- b) Joint Worksite Occupational Health and Safety Committee responsibilities will include incident investigation for reported incidents, recommendation of safe work practices and the performance of regular work site inspections to identify and make recommendations regarding risk factors that may contribute to repetitive strain injuries.

- c) The Company agrees to provide statistical information related to the work performed which may have caused a work related repetitive strain injury.

#### **25.06 Ophthalmological Examinations**

Regular employees whose usage of VDT's on a continuous basis exceeds one (1) hour per day or whose intermittent usage exceeds four (4) hours per day will be entitled to a baseline ophthalmological examination. Employees who are required to use VDT's and who develop visual impairment or visually related disabilities which limit their ability to perform their job will be handled on the basis of a medical disability – provided they have functioned in the position for at least six (6) months.

Continuous usage for the purposes of all of Article 25, is defined as use which is uninterrupted by alternate work assignments, with all assignments relating to dedicated attention to the VDT.

#### **25.07 Stretch Breaks**

Employees whose work requires the continuous usage of VDT's will be allowed stretch breaks within the guideline of a five (5) minute break in every one (1) hour of continuous usage.

Scheduled rest breaks as provided for in the Collective Agreement will be considered as satisfying the need for a stretch break in the applicable time period.

#### **25.08 Alternate Placement of Pregnant Employee**

Where practical, upon presentation of medical certification that the employee is pregnant, and upon written request from a pregnant employee, the Company will endeavor to place the employee in another non-VDT associated position in accordance with the following:

##### **a) Temporary Lateral Exchange of Employees**

This will be a voluntary, mutually agreed upon, action at the employee's request. There will be no expenses paid by the Company. The exchange transfer must be at equal job levels. The exchange transfer must be between employees who are each imminently capable of performing the new job (ie., no more than one (1) week's orientation).

Such exchange transfer shall not be unreasonably denied.

##### **b) Temporary Exchange of Employees**

This will be a voluntary, mutually agreed upon, action at the employee's request. There will be no expenses paid by the Company. The exchange transfer must be between employees who are each imminently capable of performing the new job (ie., no more than one (1) week's orientation). Such exchange transfer shall not be unreasonably denied. Where such placement is to a lower level position the employee's salary will be treated in accordance with Article 11.10 of the Collective Agreement.

##### **c) Temporary Vacancy Placement**

This will be a voluntary, mutually agreed upon, action at the employee's request. The basis of alternate job placement will be the employee's imminent ability to perform the job in question (ie., no more than one (1) week's orientation). There will be no expenses paid by the Company. Where such placement is to a lower level position the employee's salary will be treated in accordance with Article 11.10 of the Collective Agreement.

- d) Alternatively, or in the event reassignment is not deemed practical, the employee will be permitted to commence a leave without pay through to the beginning of her normal period of maternity leave.

Welfare benefit plans will be governed under the terms and conditions of Article 17.03.

#### **25.09 VDT Safety Standards**

The Company will select VDT equipment/hardware, work station layout, lighting, etc. in accordance with Federal, Provincial and Worksafe BC safety standards. The Company relies principally on testing information provided through suppliers and other bonafide independent sources in assessing the quality of any new equipment purchase.

## **ARTICLE 26**

### **JOB SHARING**

#### **26.01 Definition**

Job Sharing is defined as dividing all the functions of one full-time regular job position between two employees, each of whom works part-time in a manner that provides full-time coverage for the position. The combined performance of the two incumbents will be such that all the tasks, responsibilities, and hours of the full-time position description will be met.

#### **26.02 Trial Period**

- a) In order to allow the parties a reasonable time to test the suitability of the individual Job Sharing arrangement, a six (6) month trial period will be in effect at the beginning of each job sharing arrangement.
- b) During the trial period either party or either employee may terminate the arrangement within ten (10) working days notice.
- c) In the event of termination of the Job sharing arrangement during the trial period both employees will revert back to their former positions and status in all respects.
- d) To facilitate the trial period and potential reversion the Company will not post a vacancy, if created, unless the trial period is successfully concluded.

#### **26.03 Changes to the Arrangement**

In order to ensure regular monitoring of the program the parties may jointly or independently review the job sharing arrangements to ensure their continuing suitability to CNS operations, the employees and the Union. The parties will advise each other of their review findings and may discontinue or alter the job sharing arrangements by mutual agreement.

#### **26.04 Application**

- a) Where two employees wish to establish a job sharing arrangement they must submit a written proposal to their manager outlining the reasons for the arrangement, its feasibility, and operating details necessary to implement, such as commencement date.
- b) In the event that an employee requests a Job sharing arrangement but does not have a partner, all employees presently working in the department or on lay-off with recall rights, who meet the requirements of Article 26.04 c), shall be advised of the Job share opportunity by the employer. The interested employee chosen by the original job share partner must meet the requirements of Article 26.04 c), in order to be the second partner in the job share proposal.
- c) The request for job sharing must come from an incumbent already in the position. There must be another existing employee who is ready, willing and able to share the position with the incumbent without requirement of any additional training or trial period to meet the full job requirements.
- d) In the event there is not a suitable existing employee prepared to share the position, a former employee, acceptable by the parties may be considered for the job sharing arrangement provided the former employee is ready, willing and able to share the position with the incumbent without the requirement for any additional training or trial period to meet the full requirements of the job.

- e) Where the Company and the employee mutually agree to a job sharing arrangement the employee may provide the company with a name of an outside hire to fill the other half of the job sharing arrangement as a part-time employee. This person must meet all the educational, competency and experience requirements of the job and be interviewed and selected for the position by the company. The Company has the final decision on the acceptability of the outside hire and their decision is not subject to the grievance procedure.
- f) Management retains the exclusive right to establish job-sharing arrangements on their individual merit and to determine the details of such arrangements. Management will not unreasonably withhold approval of the Job Sharing arrangement proposed.
- g) The parties may terminate, by mutual agreement, such arrangements at any time after the trial period with appropriate notice or pay in lieu of notice as described in Article 8.04 and 8.05 (whichever is applicable). Job sharing arrangements that are dissolved by mutual agreement will result in the job share(s) having rights as described in Article 8.02 "Vacancy Rights" only and bumping rights under 8.02(a)(i) only, but restricted to their existing department. These rights will also apply if the cause of termination of job sharing is Technological and Procedural Change. Thus overriding Article 6.03 (b)(iv) in job sharing circumstances only. No other terms of Article 9 will apply.

#### **26.05 Implementation and Operation**

A written confirmation of approved job sharing arrangements will be prepared by the Human Resources Department, on a standard job sharing arrangement description form, for signature by the manager, and the job sharing incumbents. A copy of this completed form will be sent to the Union for each job sharing arrangement.

All the provisions of Article 6.03 (Part-time Regular Employees) of the Collective Agreement will apply to job sharing incumbents, with the exception of Article 6.03 (b)(iii) and (iv), wherein the Application Section of the Job sharing arrangement shall apply in job sharing cases; and Article 6.03 (b)(v) wherein the following language shall apply in job sharing cases.

Part-time regular employees (working in an approved job sharing position) will be entitled to coverage under the Dental Plan, BC Medical Plan, and Extended Health Plan, if they choose. The costs of these plans will be paid, on a pro-rated hourly basis, by both the employee and the company. If the employee elects not to be entitled to these coverages, she/he will be paid at the rate of 108% of the rate they would have otherwise attained.

#### **26.06 Termination**

1. i) In the event one job-sharing incumbent leaves the arrangement, the remaining incumbent shall have ten (10) working days from the date of termination to find a replacement. The suitability of the replacement in terms of continuing the job sharing arrangement shall be subject to the terms, conditions and provisions outlined in this article. Failure to find a suitable replacement will result in the remaining job sharing partner assuming the full-time position, providing the following points are met.
  - a) The position is still required on a full-time basis.
  - b) The remaining job sharing partner is performing all the job duties of the position at a completely satisfactory level.
  - c) The remaining job sharing partner is a former full-time regular employee who did not have a break in service between their full-time regular position and their job sharing position.

- ii) If the remaining job sharing partner was not a full-time regular employee at the original setting up of the job sharing arrangement then the full-time regular position will be posted to allow all regular employees the opportunity to apply and compete for the full-time regular position.
- 2. i) If the job sharing arrangement is terminated by the parties, the most senior job-sharing partner will assume the full-time position, provided the following points are met:
  - a) the position is still required on a full-time basis;
  - b) the most senior job-sharing partner is performing all the job duties of the position at a completely satisfactory level.
  - c) the most senior job-sharing partner is a former full-time regular employee who did not have a break in service between their full-time regular position and their job sharing position.
- ii) If the most senior job sharing partner declines the full-time position, (or) is not able to meet all of the above mentioned points) the junior job sharing partner will have the opportunity to assume the full-time position providing the following points are met:
  - a) the position is still required on full-time basis.
  - b) The junior job sharing partner is performing all the job duties at a completely satisfactory level;
  - c) The junior job-sharing partner is a former full-time regular employee who did not have a break in service between their full-time regular position and their job sharing position.
- iii) If the junior job sharing partner was not a full-time regular employee at the original setting up of the job sharing arrangement then the full-time regular position will be posted to allow all regular employees the opportunity to apply and compete for the full-time regular position.
- iv) In the event that a job share partner is unsuccessful in the postings noted in 1) or 2) above, they will be laid off in accordance with Article 8.



## ARTICLE 27

### SEXUAL HARASSMENT IN THE WORKPLACE

The parties recognize the right of all employees to work in an environment free from sexual harassment.

#### 27.01 Definition of Sexual Harassment

Sexual harassment is comment or conduct of a sexual nature, including sexual advances, requests for sexual favours, suggestive comments or gestures, or physical contact, including assault, when any one of the following occurs:

- i) the conduct is engaged in, or the comment is made by, a person who knows, or ought reasonably to know, that the conduct or comment is unwanted or unwelcome.
- ii) the conduct or comment has the effect of creating an intimidating, hostile, or offensive environment, and may include the expression of sexist attitudes, language or behavior;
- iii) the conduct or comment is accompanied by a reward, or the express or implied promise of a reward, for compliance;
- iv) the conduct or comment is accompanied by reprisal, or an express or implied threat of reprisal, for refusal to comply.
- v) the conduct or comment is accompanied by the actual denial of opportunity, or the express or implied threat of the denial of opportunity, for failure to comply.

#### 27.02 Complaints

An employee who believes that she has a complaint of sexual harassment or personal harassment is encouraged to make a direct request of the alleged harasser that the offensive behaviour or actions cease. If the request is unsuccessful, or if it is considered inappropriate, or uncomfortable to make such a request, the complainant may seek the confidential advice of the Union or the Manager, Human Resources.

- i) An employee may initiate a grievance under this clause at Stage I or Stage II of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.
- ii) The alleged offender shall be entitled to notice, as soon as possible, of the substance of the personal and/or sexual harassment complaint made against him/her.
- iii) During any investigation and/or grievance procedure, the Company agrees to monitor the working environment of individuals involved to protect their rights.
- iv) If it is determined that the complaint is false, the Company may take appropriate action. Such action may be grieved in accordance with Article 3 of this Agreement.
- v) All sexual harassment complaint grievances shall conclusively deal with the rights of the complainant and the offender. The decision of the Arbitrator or the agreed grievance settlement decision shall have the right to:
  - a) dismiss the complaint.
  - b) determine the appropriate level of discipline to be applied to the offender, and
  - c) make a further order, as is necessary, to provide a final and conclusive settlement of the complaint.

An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Company which is consistent with the grievance settlement or the Arbitrator's decision.

## ARTICLE 28

### PHASED RETIREMENT

This article will permit eligible employees to voluntarily reduce their hours of work in preparation for full retirement from the Company.

#### **28.01 Eligibility**

Any employee who has completed at least ten (10) years of continuous service with the Company and is at least fifty-five (55) years of age is eligible to apply for phased in retirement.

#### **28.02 Application**

Eligible employees who wish to avail themselves of Phased in Retirement, must submit a letter indicating their desire, to the Manager, Human Resources, not less than six (6) months prior to the desired effective date.

The Human Resources Department will provide the requesting employee with a detailed accounting of the affect of Phased in Retirement on the employee's salary and all company benefits. Upon receipt of this accounting, the employee will have thirty (30) calendar days to either confirm their interest or withdraw their interest in Phased in Retirement and shall be deemed irrevocable.

Should an eligible employee withdraw their interest, they would not be eligible to re-apply for Phased in Retirement for a period of twelve (12) months.

Approval for such request is not automatic, but shall not be unreasonably denied. This denial shall not exceed eighteen (18) months in duration.

#### **28.03 Terms and Conditions**

1. The length of the Phased in Retirement shall not exceed three (3) years in duration. At the end of which the employee will begin full retirement from the Company.
2. Hours of work will be reduced at the rate of 20% per year, to a maximum reduction of 2 full working days per week. Should the eligible employee elect a three (3) year duration the maximum reduction of 40% or 2 full working days could only be applied in the third year.
3. Employees participating in Phased in Retirement will receive a salary that is reduced in direct proportion to the reduction in hours of work.
4. Employees participating in Phased in Retirement will be entitled to maintain coverage under the Dental Plan, BC Medical Plan and Extended Health Plan, if they choose. The costs of these plans will be shared on a pro-rata basis by both the employee and the Company, in direct proportion to the percentage of hours worked.
5. Basic Group Life coverage would be provided on the basis of the actual annual salary earned under the terms of this Article. All voluntary coverages would still be available to the employee, based on the actual annual salary earned, as described above.
6. Vacation entitlement will be accrued on a pro-rata basis in direct proportion to the percentage of hours worked.

7. Sick leave entitlement will be earned on a pro-rata basis in direct proportion to the percentage of hours worked.
8. Employees participating in Phased in Retirement will be paid for all hours worked and will therefore not be eligible to accrue T.O. days. Consequently, the employee's work day will be reduced to 7 ¼ hours per day.

## APPENDIX "A"

### Canadian Northern Shield Insurance Company

#### JOB CLASSIFICATIONS

<b>GROUP 3</b>	Corporate Services Clerk Support Clerk Switchboard Operator/Receptionist
<b>GROUP 4</b>	Accounting Clerk Branch Support Clerk Claims Clerk Data Entry Clerk
<b>GROUP 5</b>	Admin/Policy Service Clerk Broker Account Clerk Direct Optional Payment Clerk Policy Service Clerk Clerical Group Leader
<b>GROUP 6</b>	Financial Reporting Assistant
<b>GROUP 7</b>	Operator/Print Services Coordinator, Corporate Services DOP Business Analyst Personal Lines Underwriter Underwriter Telephone Adjuster Team Lead, Billings and Collections
<b>GROUP 8</b>	Intermediate Underwriter
<b>GROUP 9</b>	Claims Examiner Business Systems Analyst Automobile Underwriting Analyst Appraiser
<b>GROUP 10</b>	Claims Adjuster Claims Examiner II Senior Underwriter Senior Appraiser
<b>GROUP 11</b>	Senior Claims Examiner Senior Network Analyst Senior Programmer Analyst Unit Supervisor – Victoria Team Leader, Underwriting
<b>GROUP 12</b>	Team Leader, Systems Development Team Leader, Technical Development

IN WITNESS WHEREOF the parties hereto have affixed their signatures this 05th day of October, 2007

FOR:

**Canadian Northern Shield Insurance Company**

C. Jardine  
Chief Operating Officer

L Jung  
Manager, Human Resources

D O'Fee  
Branch Manager

WI Phelps  
Labour Relations Consultant

FOR:

**Canadian Office & Professional Employees' Union, Local 378**

A Ross  
President

J. Zygmunt  
Union Representative

Y Crowley  
Executive Councilor

J Williamson  
Job Steward

## LETTER OF UNDERSTANDING NO. 1

### BROADBANDING

#### Preamble

The parties agree to implement a Broadbanding Job evaluation system, which will include: approaches to training, education, and on the job experience acquisition in order to enhance employees' skills and career paths. The parties will work in cooperation to develop the program and implement it during the life of the agreement. The program will enhance participating employee knowledge and skills and also be designed to assist the Company in dealing with change and growth.

The parties agree to incorporate the following features in the program:

- 1) Formal and on the job training programs and work experience learning processes
- 2) Access for all employees ("in some form" discussion between parties required here)
- 3) Career paths (Progression Streams) will be worked out and clearly identified for all jobs and lines of progression. Employees will proceed from salary group to salary group according to defined parameters and specific triggers. The specific triggers will reflect formal education, on the job training and application of those skills on the job.
- 4) Employees to progress at their own rate of development.
- 5) Employees may opt in or out (and back in) after completion of any part, according to personal choice.
- 6) All matters to be jointly determined by the parties as a subcommittee of the Labour Relations Forum process.
- 7) Employees will be recognized who are required to assist in the training processes. Such recognition will be in the form of increased credit in the Job Evaluation system (potential salary up-grouping) or by provision of a 5% "lead hand allowance.
- 8) The parties will make every reasonable effort to implement the initial stages of the Broadbanding Program by September 1<sup>st</sup>, 2002.
- 9) Workloads and assignments will be reviewed and are expected to become more flexible, consistent with the on the job training aspects.
- 10) Progression Streams will be defined and there will be provision for employees to change streams subject to minimum qualifications being met and departmental requirements.
- 11) In the event that opportunities are limited in any way by the operational requirements Article 7.03 will be used to determine which employees are chosen.
- 12) Subject to mutual agreement to any changes, the following Progression Streams will apply and be developed by the parties: Underwriting, Adjusting, Examining, Clerical/Admin, Systems, and Finance.
- 13) Non-participating employees will not be adversely affected in any way and the Collective Agreement will apply in all cases, in the normal way to all employees.
- 14) Employees who are placed into job stream training roles will be paid one salary group higher than the end level job.

## **LETTER OF UNDERSTANDING NO. 2**

### **WORKLOAD AND BACKLOG**

The parties recognize that significant workload and backlog issues may arise for employees during the ensuing period of Company growth and change. It is the intent of this Letter of Understanding to provide an avenue to address such concerns and implement fair and equitable distribution of work. To assist employees and managers in working out the issues that may have an adverse impact on employee morale and Company efficiency the parties agree to the following:

- 1) The Company agrees to make every reasonable effort to ensure that the workload is evenly distributed amongst employees within in the same job classification and location.
- 2) Employees (with their Job Steward if requested) or managers with workload or backlog concerns will first discuss the problems with each other and attempt to resolve them.
- 3) If the problems are still not resolved the parties will review the concerns at the Labour Relations Forum.



## LETTER OF UNDERSTANDING NO. 3

### RE: TELECOMMUTING

Telecommuting is defined as "recurring work that is done from the employee's home". The Company and the Union agree to a telecommuting process.

1. Telecommuting is voluntary and may be terminated with a minimum of two (2) weeks notice by the Company or employee. Telecommuting will only be allowed by mutual agreement of the employee and the Company.
2. While involved in telecommuting, employees retain all rights and benefits of the Collective Agreement, including Worksafe BC coverage during the hours the employee is working. Salary, benefits, and job responsibilities will not change due to participation in telecommuting.
3. The Company will provide the Union and Labour Relations Forum with all names of bargaining unit members who are telecommuting, as well as a list of agreed to telecommuting hours.
4. Employee selection for telecommuting shall be on a fair and equitable basis, subject to the arrangement being operationally practical and feasible.
5. The Company agrees that at least one (1) bargaining unit member from the Occupational Health and Safety Committee will participate in a visit to the home-based office to ensure a safe working environment.
6. No employee shall telecommute more than three (3) days per week without mutual consent of the parties.
7. The employee is responsible for providing dedicated work space with adequate furniture for use during telecommuting days. The employee is also responsible for maintaining a safe work space which is free from hazards and other dangers to employees and equipment.
8. The Company will provide employees working from home with the equipment necessary to perform the tasks identified for telecommuting. Employees will be expected to properly handle and house company property. Employees will also be expected to ensure that all long distance costs associated with the Company-provided business line are for Company business purposes only.
9. Liability for the cost of maintenance or replacement of company property will be the Company's. Further, the employee will not be required to incur additional insurance costs as a result of telecommuting.
10. The Manager and employee will mutually set the hours of work subject to operational requirements. However, such hours will not exceed an employee's normal weekly hours. All hours will be paid at the employee's normal straight-time earnings, except where overtime is approved by the employee's manager.
11. The home office will be the employee's established worksite for the agreed to work hours on the agreed to telecommuting days. At all other times, the established headquarters is the regular office location.
12. Employees who work at home will manage dependent care and personal responsibilities separately from work, in a way that allows them to successfully meet job responsibilities.
13. Employees who telecommute will be required to adhere to the Company Code of Ethics and to data security provisions as outlined by the Company.
14. Any disputes in the application of this Letter of Understanding will first go to the Labour Relations forum for resolution. In the event an agreement is not reached, the matter will be subject to the grievance and arbitration procedure.
15. This Letter of Understanding will not be applicable to positions that regularly work in the field.

## **LETTER OF UNDERSTANDING NO. 4**

### **EMPLOYMENT OF STUDENT HIRES**

The parties agree to promote the hiring of students as part of a general obligation to contribute to the community. To this end the parties agree that:

- 1) Post Secondary students may be hired for a maximum of 120 calendar days during the months of May, June, July & August or 60 calendar days at any other time of the year.
- 2) Such students will not be replacement employees and will be considered temporary employees for all purposes and covered by the collective agreement.
- 3) Employees hired in this category will only do a portion of the job duties in any regular job classification and their respective job group will be determined by the company through the Job Evaluation Plan according to the limited scope of job duties being performed and in an expedited manner. Such expedited evaluations will not be subject to the appeal procedure.
- 4) In the event that the student returns to perform the same job in subsequent years for student employment she/he will receive step 2 of the salary group.

## LETTER OF UNDERSTANDING NO. 5

### INCENTIVE COMPENSATION (GAINSHARING)

#### Incentive Compensation Program payments for

2008,2009,2010 shall be as below

The objectives of the Incentive Compensation Program will be towards achieving measurable performance/productivity gains in profitable growth, customer service, and cost effectiveness. The scope of the program will include:

- 1) Overall company wide goals and objectives, and
- 2) Team based goals and objectives

The Incentive Compensation program will involve employee and Union participation in its administration.

The Incentive Compensation will be comprised of 2 tiers: an equal lump sum payment to all employees for the achievement of company wide goals and a lump sum payment based on the average COPE Local 378 annual salary for achievement of team based goals. Employees will not be eligible to receive the team based incentive compensation if the profitability measure of the company wide goals are not achieved.

The Company will openly discuss and disclose all factors contributing to the company wide and team based goals to support employee involvement in the goal setting.

Performance measures may include, but are not limited to, the following

Company Wide	Profitability Sales/ Growth Productivity
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#### Team Based:

Underwriting Teams:  
Loss ratio by product line  
Growth  
Retention

Claims Teams:  
Average claim for small losses  
Customer Satisfaction  
% use of preferred vendors

Finance Team:  
Time based measures for completion of activities, productivity  
Increased income measures for reduced receivables and/or service fees

Systems Team:  
Project management – time to complete  
User satisfaction  
Productivity within budget

Corporate Services Team:  
Given that this team is an internal support service an average of the overall team results would be made available.

Providing the measurable Incentive Compensation targets are met during the "period of measurement", Incentive Compensation allowances will be paid as a lump sum to eligible employees by April 15<sup>th</sup>, following the measurement year.

Employees who will be eligible for Incentive Compensation payments will be employees who have provided active service during the measurement period. Payments will be prorated for employees who have less than full time regular employment during the period being measured.

All calculations will be finalized at the end of the measurement period in order to determine to what extent an Incentive Compensation payment is to be made.

The Company Wide goals will result in a equal lump sum payment up to a maximum of 1.0% for each of the three components on the average yearly wage in the Bargaining Unit.

The Team Based goals will result in up to 5.0% of average yearly wage in the Bargaining Unit. Consisting of 3.0% when 95% to 110% of the goals are met, 5.0%\_when 111% or better of the goals are met.

In the event that there are any differences identified by either party in this program or the amounts determined the issues will be referred to the Labour Relations Forum for resolution.

## **LETTER OF UNDERSTANDING NO. 6**

### **TIME OFF ARTICLE 12.02**

The parties have agreed to apply Article 12.02 (c) such that the unused T.O. days may be carried over from one calendar year to the next. Such carry over is non-cumulative and an employee's total accrual at any time shall not exceed five (5) days. Any day in excess of five (5) must be taken unless otherwise agreed to by the parties.

**LETTER OF UNDERSTANDING NO. 7**

**ALTERNATIVE HOURS OF WORK**

The parties agree to meet following ratification of the 2007 agreement to discuss alternative hours of work. No changes shall be made without agreement of both parties.