



COLLECTIVE AGREEMENT

BETWEEN

KIS - KOOTENAY INSURANCE SERVICES

AND

UNITED STEELWORKERS LOCAL 1-405

Effective: April 1, 2008

to: December 31, 2011

ARTICLE 1 - PURPOSE

- 1.1 Purpose of Agreement.** The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees, to define clearly the hours of work, rates of pay and conditions of employment; to provide an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Employer and its employees and in recognition whereof, the Parties hereto covenant and agree as follows:
- 1.2 Protection of Human Rights.** Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, age, sex, family status, sexual orientation and unrelated criminal or summary conviction, or by reason of membership or activity in the Union.

ARTICLE 2 - UNION SECURITY & RECOGNITION

- 2.1 Bargaining Unit.** This Agreement shall apply to all employees in the bargaining units for which the Union is certified under the Labour Code of British Columbia and shall be binding on the Employer and the Union and their respective successors and assigns.
- 2.2 Excluded Positions.** Persons acting in a management capacity as defined by the Labour Relations Code of BC, shall be excluded from the Union.
- 2.3 Union Membership.** The Employer agrees that all full-time regular, part-time regular and casual employees covered under this Agreement, as a condition of employment shall, within thirty (30) days from the effective date of hire, become and remain members of the Union.
- 2.4 Union Dues, Fees & Assessments.** The Employer shall deduct from the pay of each member of the bargaining unit, such union dues, fees and assessments as prescribed by the Constitution of the Union.
- a) **Employer Remittance.**
- i) **Local 9705.** The dues for Local 9705 union members so deducted shall be remitted, along with a list of the names of employees from whom such deductions have been made, within one (1) week after the end of the month payable to:

United Steelworkers, Local 9705
#2 910 Portland Street
Trail BC V1R 3X7

- ii) **Local 1 - 405.** The dues for Local 1 - 405 union members so deducted shall be remitted, along with a list of the names of employees from whom such deductions have been made, once monthly, payable to:

USW Local 1-405
201-105 9th Ave S.
Cranbrook, BC V1C 2M1

- b) **Statement of Monthly Deductions.** The monthly remittance shall be accompanied by a statement showing the names of each employee from whose pay deductions have been made and the total amount deducted from the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why, along with any forms required by the International Union. A copy of the monthly remittance statement shall be sent to the Area Staff Representative.
- c) **Liability.** The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reasons of deductions made or payments made in accordance with this Article.
- d) **Humanity Fund.**
 - i) **Deduction Amount.** The Employer shall deduct one cent (\$.01) per hour on a monthly basis on behalf of all employees in the bargaining unit for all hours worked to a maximum of thirty-seven (37) straight time hours per week and forward to the local Union office.
 - ii) **Payment Frequency.** This shall be deducted from each bargaining unit member's paycheque and submitted quarterly.
- e) **Development Fund.** The Employer will deduct .25% from each Local 9705 employee's monthly salary and forward to the local Union office following the end of each month.
- f) **T4 Forms.** The Employer agrees to print the amount of total deductions paid by each employee for the previous calendar year on the Income Tax T4 form.

ARTICLE 3 - UNION REPRESENTATION

- 3.1 **Recognition of Office Stewards.** The Employer shall recognize full-time regular employees elected or appointed by the Union to act as Office Stewards. These employees must have completed their probationary period of employment. The Union shall inform the Employer, in writing, of the names of the Office Stewards and their alternates, to a maximum of one (1) steward and one (1) alternate per office. It is also agreed to add another Steward in a department or branch when the number of employees in that department or branch reaches 20 employees.
- 3.2 **Rights of Office Stewards.** The Office Stewards will investigate and process grievances or confer with the Representatives of the Union during their breaks unless circumstances do not allow. In the event circumstances do not allow, the Office Stewards will investigate and process grievances or confer with the Representatives of the Union during regular working hours, without loss of pay. The Stewards will obtain permission from Management before leaving their work area for such purposes, and such permission will not be unreasonably denied.
- 3.3 **Grievance Chairperson.** It is recognized that the Union's Grievance Chairperson is required, from time to time, to attend to problems arising in her capacity as the Grievance Chairperson. It is also recognized that the Grievance Chairperson has a responsibility to the Employer. It is agreed that the Grievance Chairperson will be permitted to attend to these problems during working hours with no loss in pay. If such problems require the Grievance Chairperson to leave the office, permission must first be obtained from the manager(s) concerned. Such permission will not be unreasonably denied. It is understood that these disruptions will be held to a minimum. The Union will encourage, where

possible, that issues be dealt with at the branch or department level between the manager and shop steward.

3.4 Employee Names & Addresses. The Employer will provide semi-annually the names and addresses of all bargaining unit employees to the Union.

3.5 Union Representative to Meet With New Employees.

- a) Where new employees are attending a new employee orientation session in Trail or Cranbrook, then the Employer will coordinate with the Union Representative suitable arrangements for a Union representative to meet the new employees for a period not to exceed one-half (1/2) hour.
- b) The Employer will arrange anti-harassment presentations to ensure that each employee attends at least one session every three years. These presentations will be conducted jointly by representatives of the Employer and the Union.

3.6 Steward / Management Meetings. Twice per year at a time mutually agreed upon, a joint steward /management meeting will be held. Should the Employer choose not to participate in these meetings, the Union will be permitted two hours for union business each time. Such meetings shall be arranged pursuant to Article 9.1 and lost time will be paid by the Employer. If the Employer calls the meeting, the Union will be permitted two (2) hours for union business, with all lost time and travel expenses paid by the Employer.

3.7 Joint Labour Management Committee Meetings

- a) **Purpose.** Joint Labour Management Committee Meetings will serve to provide a regular opportunity for both parties to raise, discuss issues that arise from time to time in the workplace.
- b) **Composition.** The Committee will be composed of four members – two representing the Employer and two representing USW.
- c) **Meeting Frequency.** The Committee will meet approximately every two months, or as required.
- d) **Authority.** The Committee shall act as a recommending body only. All recommendations will be by consensus only, and recommendations reached in this forum will be made on a without prejudice and without precedent basis in order to promote maximum opportunity to resolve any disputes that arise. This forum is not to be used to resolve grievance matters already in progress through Article 18 of the collective agreement.
- e) **Meeting Records.** The Chair and Recording Secretary positions will be rotated at each meeting. Minutes of these meetings will be circulated amongst all workplaces.
- f) **Paid Leave.** It is agreed that employees will be permitted to attend these meetings with no loss in pay.
- g) **Notice Period.** Either the Employer or the Union, upon 30 days' written notice, may change meeting frequency and composition of this Committee.

ARTICLE 4 - RIGHTS OF THE EMPLOYER

4.1 Management Rights. The Union recognizes the right of the Employer to operate the business and direct the work force subject to the provisions of this Agreement and the right of the Union or employees to grieve, as provided in Articles 18 and 19. Nothing herein contained shall limit the statutory powers and duties of the Directors of the Employer under the **Company Act, Section 141**, or successive legislation, which provides:

"The Directors shall, subject to this Act and the Articles of the Company, manage or supervise the management of the affairs and business of the Company".

Actual direction of the office staff will be under the authority delegated by the Board of Directors to the President & Chief Executive Officer, who in turn, may delegate any portion of these duties and authority to others in executive capacity.

The parties agree that all rights and privileges not specifically limited by the provisions of this Agreement remain the rights of the Employer.

4.2 Bargaining Unit Work. Those employees excluded from the bargaining unit shall not perform bargaining unit work which would result in an excluded bargaining unit person replacing a bargaining unit job.

Those employees excluded from the bargaining unit shall not perform bargaining unit work to such an extent and on a continuing basis which would otherwise be sufficient to continuously employ a regular bargaining unit employee.

Where an exempt person performs a majority of the job functions of an absent bargaining unit employee and where the absence has been for a period of one (1) or more days on the service representative line and three (3) or more days in other jobs, then the Employer endeavours to make alternative arrangements to reduce the amount of work performed by the exempt person.

ARTICLE 5 - DEFINITION OF EMPLOYEES

5.1 Probationary Employees.

a) **Full-time.**

i) All full-time employees hired into positions that do not require licensing or for those employees possessing the required licensing upon hiring, shall be considered probationary for the first sixty (60) working days of employment. The probationary period is to determine the employee's suitability for employment. This period may be extended by mutual agreement between Kootenay Insurance Services Ltd. and the employee. Written notice shall be given to each employee advising them of completion of their probationary period.

ii) All unlicensed employees hired into positions requiring licensing shall be considered probationary for the first one hundred and twenty (120) working days