

COLLECTIVE AGREEMENT



between

**COASTAL COMMUNITY
INSURANCE AGENCIES LTD.**

and

**Canadian Office and Professional Employees
Union, Local 15**

Effective: January 1, 2008 to Expiry: December 31, 2010

COLLECTIVE AGREEMENT

BETWEEN: COASTAL COMMUNITY INSURANCE AGENCIES LTD.

AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 15

INDEX

	PAGE
ARTICLE 1 – PURPOSE	1
ARTICLE 2 – UNION SECURITY AND RECOGNITION	1
ARTICLE 3 – UNION AND EMPLOYER REPRESENTATION	2
ARTICLE 4 – RIGHTS OF THE EMPLOYER	2
ARTICLE 5 – DEFINITION OF EMPLOYEES	3
ARTICLE 6 – HOURS OF WORK AND OVERTIME	3
ARTICLE 7 – STATUTORY HOLIDAYS	5
ARTICLE 8 – ANNUAL VACATION AND SUPPLEMENTARY VACATIONS	6
ARTICLE 9 – LEAVE OF ABSENCE	8
ARTICLE 10 – BENEFIT PLANS AND SICK LEAVE	10
ARTICLE 11 – SALARY POLICY	11
ARTICLE 12 – JOB POSTING	12
ARTICLE 13 – LAY-OFF AND RECALL	12
ARTICLE 14 – SENIORITY	13
ARTICLE 15 – GENERAL PROVISIONS	14
ARTICLE 16 – DISCHARGE, TERMINATION AND SUSPENSION	16
ARTICLE 17 – TECHNOLOGICAL CHANGE AND SEVERANCE PAY	16
ARTICLE 18 – GRIEVANCE PROCEDURE	17
ARTICLE 19 – ALTERNATE DISPUTE RESOLUTION	18
ARTICLE 20 - ARBITRATION	19
ARTICLE 21 - DURATION	20
APPENDIX "A" HOURLY RATES	21
APPENDIX "B" Benefit Plan Outline	23
LETTER OF UNDERSTANDING #1 - Additional Hours of Work for Part-Time Regular Employees.....	24
LETTER OF UNDERSTANDING #2 - Harassment in the Workplace	25

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

Party of the First Part:

AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 15
(hereinafter referred to as the "Union")

Party of the Second Part:

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – UNION SECURITY AND RECOGNITION

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

ARTICLE 3 – UNION AND EMPLOYER REPRESENTATION

3.1 The Employer shall recognize one (1) regular employee and one (1) alternate employee for each worksite, elected or appointed by the Union to act as Stewards(s). These employees must have completed their probationary period of employment. The Union shall inform the Employer, in writing, of the names of the Office Steward(s).

3.2 The Office Steward(s) may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay provided that the Steward(s) obtains permission from their immediate supervisor before leaving their immediate area for such purposes and, subject to operational requirements, such permission will not be unreasonably denied. Investigation and discussions will be done privately. The Employer shall not discharge, discipline or otherwise discriminate against any member as a result of legitimate Union activity.

3.3 Committees

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

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

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

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

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

ARTICLE 4 – RIGHTS OF THE EMPLOYER

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

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

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

ARTICLE 5 – DEFINITION OF EMPLOYEES

5.1 Probationary Period

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

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

5.2 Full-time Regular

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

5.3 Temporary

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

5.4 Part-time Regular

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

ARTICLE 6 – HOURS OF WORK AND OVERTIME

- 6.1 (a) Standard Day Shift — Shall be thirty-seven and one-half (37½) hours per week, seven and one-half (7½) hours per day, between the hours of 8:00 a.m. and 6:15 p.m., Monday to Saturday inclusive. Full-time regular employees will be allowed two (2) consecutive days off during a work week as defined above, unless otherwise requested by the employee.

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

- (b) The determination of the starting time of daily and weekly work schedules shall be made by the Employer and such schedules may be changed by the Employer from

time to time to suit varying conditions of business. In the event of any changes in starting and quitting times of shifts, the Employer agrees to give at least fifteen (15) days' notice of any change other than in circumstances where the shifts must be changed in response to unplanned employee absences or emergencies.

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

6.3 Two (2) relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be provided without loss of pay. Part-time employees will be entitled to the following:
Two (2) to five (5) hours worked – one (1) fifteen (15) minute rest period: in excess of five (5) hours worked – two (2) fifteen minute rest periods.

6.4 Overtime Premiums

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

6.5 An employee who works overtime beyond a regular shift shall be allowed a suitable hot meal and one (1) hour paid meal period in which to eat the meal at his/her straight time hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed.

6.6 Employees who work overtime may take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight-time equivalent to the overtime earnings. This time-off must be taken no later than ninety (90) days after the occurrence of the overtime.

If time-off is not taken within this period, overtime pay will be paid except in cases where the Employer has been unable to provide the employee with time-off.

6.7 Employees may decline overtime on a seniority basis providing there are other qualified employees available to perform the work. In such cases, the junior employees cannot decline to work overtime.

ARTICLE 7 – STATUTORY HOLIDAYS

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

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

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

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

(b) The day off in lieu of a holiday which falls on an employee's normal day off must be taken within ninety (90) calendar days following the date the holiday occurred. Seniority will govern when more than the allowable number of employees request the same day off work, giving due consideration to the requirements of efficient operation of the Agency.

(c) Each employee shall be entitled to one (1) day off with pay each calendar year, this shall be known as a floating holiday. Seniority will govern when more than the allowable number of employees request the same day off work, giving due consideration to the requirements of efficient operation of the Agency. Should the Federal or Provincial Government proclaim another general holiday in addition to those set out in Section 1(a) above, such general holiday will replace the "floating holiday".

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

ARTICLE 8 – ANNUAL VACATION AND SUPPLEMENTARY VACATIONS

- 8.1 The vacation year shall be defined by the anniversary day of the commencement of the employee's employment.
- 8.2 All regular employees shall be entitled to a vacation in accordance with the following schedule:
- (a) Upon completion of six (6) months' service in his/her first year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days which if taken, will be deducted from his/her total entitlement for that year. Such vacation period must be taken at a time mutually agreed with the Employer. Vacation pay for an employee not completing one (1) year's service shall be paid at the rate of four percent (4%) of gross earnings.
 - (b) Each employee who completes one (1) year's service shall receive fifteen (15) working days paid vacation. Pay for such vacation shall be at the employee's current salary or six percent (6%) of gross earnings for the period in which vacation was earned, whichever is greater.
 - (c) Each employee who completes five (5) years' service shall receive twenty (20) working days paid vacation. Pay for such vacation shall be at the employee's current salary or eight percent (8%) of gross earnings for the period in which vacation was earned, whichever is greater.
 - (d) Each employee who completes ten (10) years' service shall receive twenty-five (25) working days paid vacation. Pay for such vacation shall be at the employee's current salary or ten percent (10%) of gross earnings for the period in which vacation was earned, whichever is greater.
 - (e) Each employee who completes fifteen (15) years' service shall receive thirty (30) working days paid vacation. Pay for such vacation shall be at the employee's current salary or twelve percent (12%) of gross earnings for the period in which vacation was earned, whichever is greater.
 - (f) Each employee who completes twenty-five (25) years' service shall receive thirty-five (35) working days paid vacation. Pay for such vacation shall be at the employee's current salary or fourteen percent (14%) of gross earnings for the period in which vacation was earned, whichever is greater.
 - (g) Part-time employees will have vacation accrual paid each pay period.
 - (h) Regular part-time employees shall have the option either of having vacation pay added to each pay cheque or having vacation pay accrued and paid out on June 1st or December 1st of any calendar year, provided the employee notifies the Employer on the time sheet no later than two (2) weeks in advance of withdrawal of these funds.

- (i) Each regular part-time employee must make a declaration prior to the commencement of each calendar year as to which option he or she chooses. If no declaration is made, then the option chosen for the previous calendar year shall apply. New regular part-time employees shall make their selection at the time of employment.
- (j) One (1) week's vacation equals seven (7) calendar days.

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

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

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

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

Should an employee post or bump to another office after the vacation schedule has been set for the year, such employee may be required to reschedule a vacation for that year only meet operation requirements. The employer will make every reasonable effort to accommodate the posting or bumping employee's vacation request subject to operational requirements.

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

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

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

8.6 Supplementary Vacation Plan

- (a) After completing ten (10) years of continuous service with the Employer, an employee shall, in addition to the regular vacation to which he/she is entitled, become eligible to receive a supplementary vacation with pay **each five (5) years**, as set forth below:

YEARS OF COMPLETED SERVICE	WORKING DAYS OF SUPPLEMENTARY VACATION
After ten (10)	Five (5)
After fifteen (15)	Five (5)
After twenty (20)	Ten (10)
After twenty-five (25)	Ten (10)

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

ARTICLE 9 – LEAVE OF ABSENCE

9.1 Union Business

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

9.2 Bereavement Leave

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

and grandchildren. In the case of grandparents-in-law, niece and nephew, one (1) day's leave of absence with pay shall be granted upon request. Such employees shall be entitled to up to two (2) extra days with pay if attending a funeral out-of-town where significant travel time is involved. The leave of absence will not be charged against annual vacation entitlement.

9.3 Jury Duty/Witness Duty

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

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

9.4 Pregnancy /Parental/Adoption Leave

Leave of absence without pay shall be granted in accordance with the Employment Standards Act. A regular employee shall be entitled to six (6) months leave without pay upon completion of the pregnancy/parental/adoption leave period. Such leaves will not affect sick leave or seniority provisions. All pregnancy/parental/adoption leave of absence requests shall be in writing and shall show the last day to be worked and the expected date of return to work.

A regular employee returning to work after being on pregnancy/parental/adoption leave shall return to his/or her former position or to a comparable position.

A regular employee on the additional six (6) months leave without pay may continue to be covered under the benefit plans during her/his leave provided they pay the monthly premiums in advance.

Vacancies arising under the provision will be posted as "up to eighteen (18) months."

In the event the expected date of return is for twelve (12) months but is extended for an additional six (6) months, the vacancy created by the leave will not have to be reposted.

9.5 Special Leave Without Pay

(a) Upon written application and when the requirements of the Employer's service will permit, an employee may be granted a leave of absence without pay, for a period of

up to sixty (60) calendar days. Under such leaves, the employee shall retain and continue to accrue seniority. Such leaves of absence shall not be unreasonably withheld.

- (b) Such leaves may be extended for an additional period of up to sixty (60) calendar days when approved by the Employer. Seniority will not accrue during such extension.
- (c) Employees may continue coverage under the benefit plans during the leave periods outlined in Section (a) and (b) provided the employee pays the monthly premiums in advance.

ARTICLE 10 – BENEFIT PLANS AND SICK LEAVE

- 10.1 (a) On the first day of the month following completion of probation, all regular employees who work sixty (60) or more hours per month shall become entitled to coverage under the Benefits Plan Outline listed in the attached Appendix B-1. For the purposes of coverage of common-law spouses (this may include a same sex partner) the Parties must have lived together under the same roof in a marriage like relationship for a term of one (1) year or as otherwise established by Carrier requirement or law. Employees must notify the Employer when the common-law arrangement is terminated.
- (b) Benefits Package – Details of the benefit plans as referred to in Paragraph (a) are available on the Employer’s internal website.
- (c) The premium costs for the above Plans shall be fully paid by the Employer.
- (d) All eligible employees must accept minimum benefit coverage of Basic Life, Short Term Disability, Long Term Disability and the Employee and Family Assistance Program. All other coverage is optional but no remuneration will be paid out in lieu.
- (e) The previous collective agreement benefits provisions including sick leave provisions will continue to remain in effect until the employees are migrated to the new benefits plan.

10.2 Group RRSP

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

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

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

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

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

Employees will have the option of participating in the BC Central Credit Union Defined Contribution Plan.

10.3 Sick Leave

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

- (a) During the ten (10) working days waiting period to become eligible for Short-Term Disability – full salary paid by the Employer.
- (b) Upon becoming eligible for Short-Term Disability an employee will receive two thirds (2/3) salary from the Short-Term Disability plan for the duration of the illness in accordance with the provisions of the plans.
- (c) It is the responsibility of the employee to complete and file the necessary application forms to receive payment.
- (d) During the waiting period and upon approval of the employee's claim, the Benefit Plan under the collective agreement will continue as if the employee was working.

10.4 The employee, upon request by the Employer, shall provide proof of illness which involves paid leave.

This sick leave plan will also apply to family emergency illness for a maximum of five (5) working days per calendar year.

ARTICLE 11 – SALARY POLICY

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

ARTICLE 12 – JOB POSTING

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

ARTICLE 13 – LAY-OFF AND RECALL

- 13.1** Should the Employer decide to reduce the number of office staff the employee with the least amount of seniority in a position shall be the first laid-off from that position. The employee may displace another employee in a position at the same or lower job level providing he/she has the qualifications to perform the job functions satisfactorily and has greater seniority than the employee to be displaced.
- 13.2** Notice of lay-off or salary in lieu of notice shall be given to any affected regular employee in accordance with the following:
- (a) Employees, other than probationary employees, with less than two (2) years' service – two (2) weeks.
- (b) Employees with two (2) years or more completed service – two (2) weeks plus one (1) additional week per additional year of completed service to a maximum of twenty (20) weeks.

Such payment in lieu of notice does not relieve the Employer from any other obligations or payments to which the employee is entitled under this Agreement.

13.3 A regular employee with six (6) months¹ or more service who is laid-off due to lack of work or redundancy shall be placed on a recall list for a period of twelve (12) months. Upon expiration of the recall period, the employee shall receive severance pay as provided for in 13.2 (a) or 13.2 (b).

13.4 Recall

Employees on the recall list shall have the right to return to a vacancy in their former position or to a position for which they are qualified providing no other employee with greater seniority is promoted or transferred to such vacant position. When such transfers or promotions occur, resulting in a vacant position, the employee on the recall list will be offered the resulting vacant position providing he/she is qualified.

- 13.5** (a) Notice of recall to an employee on the recall list shall be sent by registered mail to the employee's last known address. An employee on the recall list may be bypassed when the employee fails to respond to the notice within five (5) calendar days of its having been sent to the employee's last known address.
- (b) An employee bypassed under the foregoing conditions shall be kept on the recall list for his/her remaining recall period.

ARTICLE 14 – SENIORITY

14.1 Seniority shall mean length of continuous service, with the Employer and its predecessors.

14.2 Upon completion of the probationary period, employees shall be entitled to all rights and privileges of this Agreement and the employee's seniority shall be effective from the original date of employment.

14.3 An employee who leaves the bargaining unit to fill a position excluded from the unit, and who subsequently returns to the unit within one (1) year, shall be credited with seniority held at date of leaving the bargaining unit.

14.4 No seniority shall accrue for short terms of temporary work except where a temporary employee becomes a regular employee without a break in service. In such cases seniority shall start from the last date the employee started as a temporary employee assuming the employee has satisfied the probation period. Employees on the recall list who return to work on a temporary basis during their recall period shall have their recall rights extended by one (1) day for each day or part thereof worked.

- 14.5** An employee laid-off and placed on the recall list under Article 13, Section 3, will retain and continue to accumulate seniority during the period of lay-off.
- 14.6** An employee on approved leave of absence for the following reasons will continue to accrue seniority:
- | | |
|-----------------------------------|----------------------------|
| Union Business | – Article 9, Section 1 |
| Special Leave Without Pay | – Article 9, Section 5 (a) |
| Pregnancy/Parental/Adoption Leave | – Article 9, Section 4 |
| Sick Leave | – by Policy |
- 14.7** Regular employees shall accrue seniority on the basis of one (1) day for each day of accrued service, including statutory holidays, floating holidays and vacations.
- 14.8** Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.
- 14.9** A full-time regular employee, bumping into a part-time position as a result of a lay-off as outlined in Article 13 or technological change as outlined in Article 17, shall retain their right of recall as outlined in Article 13, Section 4.

ARTICLE 15 – GENERAL PROVISIONS

- 15.1 Bulletin Board** space shall be made available to the Union for the purpose of posting notices relating to meetings, dues, entertainment, health and safety and general Union information and activities.
- 15.2 No Strikes or Lockouts**
The Employer shall not cause or direct any lockout of employees during the life of this Agreement and neither the Union nor any representative thereof, nor any employee shall in any way authorize, encourage or participate in any strike walk-out, suspension of work, or slow down on the part of any employee or group of employees during the life of this Agreement.
- 15.3 Disciplinary Action**
Should it become necessary for management to discuss with an employee a matter which could result in disciplinary action being taken, such discussion will be conducted in private. At the discretion of the employee, a bargaining unit Union Office Steward, or an alternate as appointed may be present. Upon request of the employee, the substance of the Employer's complaint shall be given to the employee, in writing, at the time the discussion takes places.

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

15.4 Picket Lines

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

15.5 Doctor or Dentist Appointments

Where a full-time regular employee is required to attend a Doctor or Dentist appointment, during working hours, attendance at such appointments shall be without loss of pay. Employees shall make all reasonable efforts to schedule such appointments fifteen (15) days in advance of their effective date. In addition, employees shall make all reasonable efforts to schedule such appointments outside of working hours. Where attendance is required outside the immediate area, the employee shall provide a Doctor or Dentist's letter of referral.

15.6 Transfers

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

15.7 Car Mileage Allowance

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

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

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

Provided the employee has been free from discipline for a period of twenty-four (24) months, written warnings will be removed from the employee's file. Respecting suspensions, the employee must have been free from discipline for a period of thirty-six (36) months before the suspension will be removed from the employee's file.

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

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

15.12 Part-time Employees Training

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

15.13 Work Related Meetings

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

15.14 Voting on Election Days

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

ARTICLE 16 – DISCHARGE, TERMINATION AND SUSPENSION

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

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

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

Compensation for lost salary shall be as mutually agreed between the Employer and the Union or as decided by arbitration.

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

ARTICLE 17 – TECHNOLOGICAL CHANGE AND SEVERANCE PAY

17.1 The Employer will provide the Union with not less than three (3) months notice of intention to introduce automation, equipment or changes in administrative procedures which might result in the reduction of personnel and/or changes in job duties sufficient to change job groupings.

- 17.2** Wherever practical, an employee becoming redundant due to new equipment or procedures, shall be eligible for retraining to qualify for the operation of such new equipment or procedure, or to qualify for new positions. Such retraining shall be provided by the Employer without cost and without loss of pay to the affected employee.
- 17.3** In cases where the retraining of an employee is not practical, the employee shall elect:
- (a) to exercise their bumping rights in accordance with Article 13.1;
 - (b) to be placed on the recall list in accordance with Article 13.3;
 - (c) to terminate employment.
- 17.4** Severance pay as provided for in Article 13.2 shall be due and payable immediately upon termination to an employee who elects for termination of employment pursuant to Article 17.3 (c).
- 17.5 Severance Pay**
Severance pay shall be paid to employees on the basis of two (2) weeks severance pay at the employee's regular salary for every completed year of service to a maximum of twenty-six (26) weeks.
An employee who chooses to be laid-off and placed on the recall list may elect:
- i) to terminate during recall period and be paid his/her severance entitlement upon termination.
 - ii) to remain on the recall list and be paid severance pay entitlement upon the expiration of the recall period, should they not be recalled.

ARTICLE 18 – GRIEVANCE PROCEDURE

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

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

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

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

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

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

- 18.3** Except as provided in Section 4 following, a grievance not advanced to the next step under Section 2, within the time limits specified shall be considered abandoned, and all further recourse to the Grievance Procedure forfeited.
- 18.4** The time limits set forth in this Article may be extended by mutual agreement between the Union and the Employer.

ARTICLE 19 – ALTERNATE DISPUTE RESOLUTION

At the conclusion of the discussions pursuant to the grievance procedure set out above, should a grievance remain unresolved, either party may refer the unresolved grievance to Alternate Dispute Resolution as set out below.

1. The purpose of Alternate Dispute Resolution is in keeping with the wish of the parties to resolve grievances as quickly as possible following the formal grievance procedure but prior to arbitration pursuant to Article 20 – Arbitration.
2. Should either party seek a third party “non-binding option”, the parties agree to exchange a brief written statement including the following:
 - a) a summary of the grievance
 - b) the alleged violation of the collective agreement, and

- c) the remedy sought
3. Such written statement will be referred to Mediator Brian Foley for mediation and a non-binding recommendation to settle the grievance.
 4. The parties may provide to the Mediator above, an Agreed Statement of Facts.
 5. The Mediator's recommendations will be issued within two (2) weeks of the Mediation.
 6. The Mediator's recommendations will be privileged and will not be referred to at any time for any purpose.
 7. The Mediator's recommendations will be without prejudice and will have non-precedential value in any other proceeding.
 8. The parties acknowledge that the credibility of this process depends upon both recognizing that this is a problem solving and dispute resolution process rather than an adjudicative process.
 9. The cost of the Mediator's intervention will be shared equally by the parties.
 10. The continued credibility of the process depends upon both parties recognizing the scope of this Alternate Dispute Resolution process.

ARTICLE 20 – ARBITRATION

If a difference arises between the parties relating to the dismissal or discipline of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including a question as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting the grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference to expedited mediation/arbitration and arbitration and the parties must agree on a single arbitrator from the list below. The arbitrator must hear and determine the issue and render a decision, which is final and binding on the parties and any person affected by it. List of Arbitrators:

J. Dorsey; J. Hall; W. Moore; D. McPhillips; B. Blasina.

ARTICLE 21 – DURATION

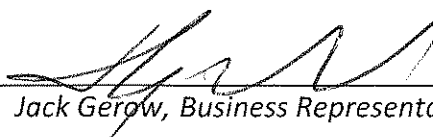
20.1 This Agreement shall be in full force and effect from and including **January 1, 2008**, to and including **December 31, 2010**, and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding the expiration, or immediately preceding July 1st, in any subsequent year, by written notice to the other Party, to require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement, or a new collective agreement.

Signed on behalf of:
Coastal Community Insurance Agencies Ltd.

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



Bruno Dragani, Chief People & Administration
Officer



Jack Gerow, Business Representative



Brent MacKinnon AVP People Services

Per:



Charmaine Murray, Secretary-Treasurer

E&OE

APPENDIX "A"
HOURLY RATES

January 1, 2008

FULL-TIME EMPLOYEES	Start	>12 months	>24 months
Receptionist	14.71	15.53	16.35
Sales Licence Trainee	15.50	no rate	no rate
Sales Licence I	17.82	18.81	19.80
Agent II	20.12	21.23	22.67

PART-TIME EMPLOYEES	Start	>250 DAYS	>500 DAYS
Receptionist	15.41	16.28	17.14
Sales Licence Trainee	16.24	no rate	no rate
Sales Licence I	18.67	19.71	20.74
Agent II	21.07	22.25	23.76

January 1, 2009

FULL-TIME EMPLOYEES	Start	>12 months	>24 months
Receptionist	15.19	16.03	16.88
Sales Licence Trainee	16.00	no rate	no rate
Sales Licence I	18.40	19.42	20.44
Agent II	20.77	21.92	23.41

PART-TIME EMPLOYEES	Start	>250 DAYS	>500 DAYS
Receptionist	15.91	16.81	17.70
Sales Licence Trainee	16.77	no rate	no rate
Sales Licence I	19.28	20.35	21.41
Agent II	21.75	22.97	24.53

January 1, 2010

FULL-TIME EMPLOYEES	Start	>12 months	>24 months
Receptionist	15.64	16.52	17.39
Sales Licence Trainee	16.48	no rate	no rate
Sales Licence I	18.95	20.00	21.06
Agent II	21.40	22.58	24.11

PART-TIME EMPLOYEES	Start	>250 DAYS	>500 DAYS
Receptionist	16.39	17.31	18.23
Sales Licence Trainee	17.27	no rate	no rate
Sales Licence I	19.86	20.96	22.06
Agent II	22.41	23.66	25.27

Note #1 Rate of Pay on Hire into a Sales Licence Trainee

All employees hired from outside the organization into the Sales Trainee classification will be hired at the "Start Rate" of the position.

Note #2 Rate of Pay on Promotion to Sales Licence I

Employees hired as a "Sales Licence Trainee" will progress to Sales Licence I after completing 6 months of employment provided the employee has successfully completed the requirements for a Level I Licence and will be moved to the "Start Rate" of the position.

Note #3 Rate of Pay on Promotion to Agent II

Once an employee has successfully completed the requirements for a Level 2 Licence the employee will move from a Sales Licence I classification to an Agent II classification and will receive an adjustment in pay to the next highest rate of pay in the classification set out in the grid.

Note #4 Progression on the Salary Grid

Employees will progress within their respective classification on the grid to the next higher level within that classification based on time spent in that position.

Note #5 New Hires (Sales Licence I and Agent II Positions)

The Employer may hire new employees into either of these classifications at the appropriate level based on previous experience.

Note: All employees on staff at the signing date of the collective agreement will be paid at the maximum rate of twenty-four (24) months.

APPENDIX "B-1"
BENEFIT PLAN OUTLINE

<p>Basic Life</p> <ul style="list-style-type: none"> ! 3 times annual earnings ! Reduces 50% at age 65
<p>Optional life Employee/Spouse</p> <ul style="list-style-type: none"> ! Multiples of \$10,000 up to \$500,000
<p>Dependent life</p> <ul style="list-style-type: none"> ! \$5,000 spouse & \$2,500 Child
<p>Basic AD&D</p> <ul style="list-style-type: none"> ! 3 times annual earnings ! Maximum of \$750,000
<p>Short Term Disability</p> <ul style="list-style-type: none"> ! 85% of regular earnings ! No top up needed, already at 85% <i>for entire benefit period</i>
<p>Long Term Disability</p> <ul style="list-style-type: none"> ! 66 2/3 of first \$6,000 of earnings per month and 50% of the balance – <i>Taxable benefits (Employer paid)</i>
<p>Employee & Family Assistance</p> <ul style="list-style-type: none"> ! Included
<p>Extended Health Care</p> <ul style="list-style-type: none"> ! \$25 per family annual deductible ! 100% reimbursement for all eligible expenses, \$1,000,000 lifetime maximum ! Drug Card 100% coverage ! Diabetic Supplies, Oral Contraceptives ! Smoking Cessation \$500/lifetime ! Semi or Private Hospital room ! Emergency Ambulance Service ! Paramedical Services ! Nursing B \$7,500/calendar ! Wigs \$500/lifetime per person ! Hearing Aids \$750/5 years adult and children ! Emergency Travel Assistance ! Orthopedic Shoes/Orthotics \$300/year ! Respiratory Apparatus ! Elastic Support Stockings 4/year ! Surgical Bras -- 4/year ! Referral Treatment 80%/\$50K/life ! 24 month survivor benefit
<p>Vision Care</p> <ul style="list-style-type: none"> ! Eye exams \$75/24 months rolling (carrier paid) ! Glasses, contact lenses, and laser eye surgery \$425/24 months rolling (adult and child) (carrier paid) Internal payment eliminated ! \$500 total benefits available / 24 months rolling ! 24 month survivor benefit
<p>Dental Care</p> <ul style="list-style-type: none"> ! No Annual Deductible ! 80% Basic & Preventative ! 75% Major Restorative ! 50% Orthodontics – immediate qualification ! Orthodontics \$2,500/lifetime max ! 24 month survivor benefit
<p>Eligibility</p> <ul style="list-style-type: none"> ! Eligibility will be sixty (60) hours per month

LETTER OF UNDERSTANDING #1

BETWEEN: COASTAL COMMUNITY INSURANCE AGENCIES LTD.
AND: CANADIAN OFFICE PROFESSIONAL EMPLOYEES UNION, LOCAL 15
RE: Additional Hours of Work for Part-Time Regular Employees

The employer agrees to apply the principle of seniority when offering additional hours of work to qualified part-time employees on a branch by branch basis, including employees who work multiple sites.

During the term of the collective agreement, if an issue arises regarding this matter, it will be referred to the Standing Committee under Article 3.3 of the collective agreement for discussion.

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

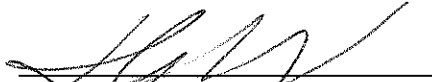


Bruno Dragani,
Chief People and Administration Officer



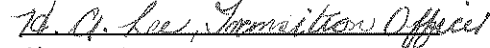
Brent MacKinnon
AVP, People Services

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



Jack Gepow
Business Representative

Per:



Charmaine Murray
Secretary-Treasurer

LETTER OF UNDERSTANDING #2

BETWEEN: COASTAL COMMUNITY INSURANCE AGENCIES LTD.

AND: CANADIAN OFFICE PROFESSIONAL EMPLOYEES UNION, LOCAL 15

RE: Harassment in the Workplace

The Union and the Employer recognize the right of an employee to work in a harassment free environment. The Employer shall take such actions as are necessary respecting an employee engaging in harassment in the workplace in accordance with the policy "Harassment Policy" set out by the Employer.

An employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint, in writing, to the Employer, within thirty (30) days of the alleged occurrence.

If the complaint is not resolved within thirty (30) days following the date the complaint was filed, the complainant may file a grievance at Step 1 of the grievance procedure and will have the right to union representation at this stage in the process.

Should a complainant elect to file a grievance pursuant to the collective agreement, the complainant will, by doing so forfeit any and all rights to pursue the complaint through any other forum including an application under the Human Rights Code

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

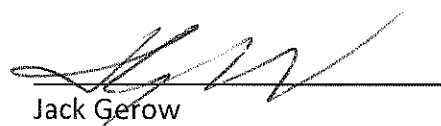


Bruno Dragani,
Chief People and Administration Officer



Brent MacKinnon
AVP, People Services

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



Jack Gefow
Business Representative

Per: Id. Cl. Sec. Transition Officer

Charmaine Murray
Secretary-Treasurer