COLLECTIVE AGREEMENT

BETWEEN

UNITED STEELWORKERS

LOCAL 1-405 KOOTENAYS

UNITED STEELWORKERS LOCAL 1-405

AND

HG INSURANCE AGENCIES

Effective June 1, 2021 – Expires May 31, 2024

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COLLECTIVE AGREEMENT

BETWEEN:

HG INSURANCE AGENCIES

(Hereinafter known as the "Employer")

PARTY OF THE FIRST PART

AND:

UNITED STEELWORKERS LOCAL 1-405

(Hereinafter known as the "Union")

PARTY OF THE SECOND PART

PREAMBLE

1. WHEREAS it is the intent and the purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the employees and the Employer and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the Parties hereto, AND

2. WHEREAS the Employer accepts responsibility to observe each and all provisions and conditions of the Agreement, and to promote orderly and peaceful relations with the Employees, AND

3. WHEREAS the Union accepts responsibility to observe each and all provisions and conditions of this Agreement, and to promote orderly and peaceful relations with the Employer.

NOW THEREFORE the Parties hereto mutually agree as follows:

ARTICLE 1 - BARGAINING AGENCY

1.01 Recognition - The Employer recognizes the Union as the sole collective bargaining agency of the Employees of the Employer as set out in the certificate of bargaining authority.

1.02 Work Jurisdiction - It is agreed that, when a dispute arises as to whether or not a person is an employee within the bargaining unit, it shall be subject to grievance procedure as provided for in Article 18, Step 3 and, in the event of failure to reach a satisfactory settlement, it shall be dealt with as provided for in Section 139 of the Labour Relations Code.

1.03 Bargaining Authority - The Employer shall not impair the Bargaining Authority of the Union during the term of this new Collective Agreement. The Employer agrees that the only certification they will recognize during the term of this new Collective Agreement is that of the Union unless ordered by due process of law to recognize some other Bargaining Authority.

1.04 Non-Discrimination/Harassment

(a) The Harassment and Bullying policy will be posted in the workplace, in an area that is accessible to all employees. Disciplinary action taken by the Insurance Agency shall be subject to the grievance procedure.

(b) Any information directly related to the investigation undertaken shall remain confidential but shall be provided to the Union.

ARTICLE 2 - EMPLOYER'S RIGHTS

2.01 Management and Direction - The management of the operation and the direction and promotion of the employees are vested exclusively with the Employer provided, however, that this will not be used for the purpose of discrimination against employees.

2.02 Hiring and Discipline - The Employer shall have the right to select its employees and to discipline or discharge them for just cause.

ARTICLE 3 – UNION SECURITY

3.01 Co-Operation - The Employer will co-operate with the Union as defined in this Agreement, and to this end will present to new employees and to all Supervisors the policy herein expressed.

3.02 Union Shop - All employees shall, after entering employment, become members of the Union, and maintain membership therein as a condition of continued employment.

3.03 Maintenance of Membership - An employee who is a member in good standing or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing.

3.04 Discharge of Non-Members - Notwithstanding anything contained in the foregoing Sections 3.02 and 3.03 of this Article, an employee shall be subject to discharge for refusal to pay Union dues. If an employee fails to pay Union dues within seven (7) days after the Employer and the employee have been notified by the Union in writing of the employee's delinquency, such employee shall be discharged forthwith by the Employer.

3.05 Union Membership - No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the United Steelworkers Constitution and in accordance with the By-laws of Local Union No. 1-405. Any employee who applies to join the Union pursuant to the provisions herein and whose application is rejected by the Union shall not be subject to discharge from employment.

3.06 Check Off - The Employer shall require all new employees at the time of hire to authorize the deduction from his/her salary; union initiation fees, monthly dues, and assessments approved by the Union. Such authorization shall be in duplicate on forms provided by the Union. The assignment shall become effective thirty (30) calendar days from the date of execution.

The Employer shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named herein not less than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

3.07 Social Insurance Number - The Employer shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the employee enters the employment of the Employer.

3.08 Responsibility for Dues - The Employer shall be responsible for all back dues, fees and assessments not deducted from an employee of HG Insurance Agencies as required under this Article.

3.09 New Employees - The Employer shall arrange for each new employee to be interviewed by an Office Committee Member on the day of employment for a maximum of one half (1/2) hour.

3.10 Employees Excluded From Bargaining Unit

(a) Persons excluded from the bargaining unit shall not be assigned to do bargaining unit work that is usually performed by bargaining unit employees with the exception of the following circumstances:

i. sales and service of insurance products as required or requested,

ii. dealing with client investment requirements as required or requested,

iii. any function presently undertaken by management,

iv. instances of emergency,

v. purposes of training,

vi. peak workload periods.

(b) Notwithstanding (1) above, 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.

(c) Notification of excluded bargaining unit employees doing bargaining unit work will be reported to the Union.

ARTICLE 4 - COMMITTEES

4.01 Definition - For the purpose of this Agreement, when the word "Committee" is used it shall mean Office Committee or the Joint Labour Management Group members of which are appointed by the Union, except that management members of the Joint Labour Management Group are appointed by management.

4.02 Office Committee

a. **Composition** - The Committee shall consist of not more than two (2) employees with completed probationary period of employment with the Employer who are members of the Union and they shall be selected wherever possible, on a departmental basis.

b. **Notification** - The Union will notify the Employer in writing of the members on the Committee. The Union or Committee will inform the Employer in writing when any member change takes place on the Committee. No member of the Committee will be recognized by the Employer unless the above procedure is carried out.

c. **Authority** - The Committee shall meet with the Employer's appointees to attempt to resolve any problems that might arise and that may be foreseen. The Committee however, shall not make any decisions that are binding upon the Local Union as a whole without the approval of the Local Union. It shall not violate or change this Agreement in any way. The Union members shall not be required to assume management responsibilities in the enforcement of any rules or regulations in their capacity as Committee members.

d. **Obligations** - The Office Committee Chairperson or Vice-Chairperson shall have reasonable time while on the Employer's premises, to investigate serious grievances and present grievances and shall be paid at their regular rate of pay for time so spent during their regular working hours. They shall obtain permission from management before leaving their work area for such purposes, and such permission shall not be unreasonably denied.

4.03 Joint Labour Management Committee

a. The Parties agree to establish a Labour/Management Group. The purpose of the group is to encourage communications at regular intervals (every two months or as determined by the Group) in order to resolve problems, or potential problems, before they become grievances. The Group may discuss any subjects of mutual concern regarding this Collective Agreement, and any other operational issue.

b. The Group shall consist of four (4) representatives appointed by the Union Office Committee, (two (2) from the Castlegar Branch, one (1) from Slocan Park and one (1) from HG Insurance Agencies, and four (4) representatives appointed by the

Employer. The Parties shall keep each other informed of its representatives. When necessary, a substitute can be appointed. Should there be a need for other branch/department representatives, their attendance may be required at meetings. **The Parties may agree to abstain from participating if there are no agenda items relevant to their workplace.**

c. Labour/Management Meetings

The Group shall meet as required. The Parties shall make every effort to exchange an agenda of issues to be discussed not less than three (3) days prior to the meeting date. Meetings shall be scheduled during regular business hours (including travel time). Employees shall be paid their regular hourly rate for all hours while in attendance. Employees must receive approval from management prior to leaving their workplace. Approval shall not be unreasonably denied.

d. Minutes shall be kept as a record of the issues discussed and distributed to each member of the Group.

e. Meeting Group Chair

The Chair and the Recording Secretary positions will alternate between the Union and the Employer every six (6) months with each party holding one (1) position. If necessary, a substitute can be appointed.

f. The Group may discuss any subjects of mutual concern such as renovations, marketing initiatives, contracting out, consolidation initiatives, integrating part time seniority into the full time seniority list, flex time, ATM call-out procedures, or any other operational issues.

g. Jurisdiction of Group

The Parties may refer any matter or proposal discussed by the Committee to their respective principals for further direction, advice or ratification prior to an Agreement being concluded.

ARTICLE 5 - DEFINITION OF EMPLOYEES

5.01 **Probationary Period** - All Employees 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 the Employer and the employee. Written notice shall be given to each employee advising them of completion of their probationary period.

For the purpose of this provision, partial days shall be considered as days worked.

5.02 **Full-Time Regular** - All employees hired to work on a full-time basis in a regular continuing position.

5.03 **Part-Time Regular** - An employee hired to work regular hours or days on a continuing basis but who works less than the normal working hours in a month. These employees shall be covered by all conditions of the Agreement, except as follows:

(a) (i) **Part Time Regular Benefits** - Part-time regular employees regularly scheduled to work for sixty (60) hours per month or more shall receive the benefits of this Collective Agreement on a pro-rated basis as stated in the specific sections;

Part time regular employees with benefits will receive 2% in addition to their wage.

(ii) **Part Time Hourly Rate Increase** - Part-time employees regularly scheduled for less than sixty (60) hours per month shall receive 4.8% for the first sixty (60) working days and 15.4% percent thereafter, made up of the following: 4.8% for statutory holiday pay, 6% for vacation pay, 2% for accrued time off and 2.6% for benefits.

(iii) Eligible part time regular employees and all current HG Insurance Agencies employees who become part time can maintain 11% in lieu and current vacation as per 8.02 - 8.04

(iv) The Parties agree that the provisions outlined in 5.03(a) constitute complete and final settlement of issues of disparity arising from ATO and vacation in lieu of ATO.

(b) **Part Time Regular Vacation Pay** - Vacation pay will be calculated on the same basis as for a full-time regular employee with the same calendar years of service. For example, a part-time regular employee who is entitled to three (3) weeks vacation will be paid at six percent (6%) of gross earnings for the vacation year in which the vacation is earned.

(c) **Part Time Employees Preference for Additional Scheduled Work** - Part time

employees will have preference over casuals for additional scheduled work as per Letter of Understanding.

(d) **Operation Managed According to Needs** - The operation is managed according to the needs of the members. When full time positions are needed they will be created as the employer has in the past. When part time positions are needed, particularly for service gaps identified by Management, they will be created as they have in the past.

5.04 Definition of Casual Employee - Casual - An employee who does not hold a regular position and works on an incidental or temporary basis for the purpose of assisting with peak workload periods, vacations, sickness, floaters and leaves of absence. A casual employee's date of hire will also be used for job posting purposes. Peak workload period is defined as work of a project nature or work that is not regularly performed on an ongoing basis.

(a) **Casual Hourly Rate Increase** - The hourly rate for casual employees shall be 4.8% for the first sixty (60) working days and 11.4% thereafter made up of the following: 4.8% for statutory holiday pay, 4% for vacation pay and 2.6% for benefits.

Where a casual employee has completed sixty (60) days and where the casual employee becomes part-time, then he/she will be considered to have completed sixty (60) working days of part-time service for the purposes of Article 5.03(ii).

(b) **Scheduling** - Casuals shall be scheduled or called for work assignments based on licensing requirements and according to the following:

(i) A casual employee's date of hire shall be applied when scheduling them for work,

(ii) A casual employee's date of hire shall be applied when it is necessary to call them into work that day, provided they are qualified and available. Qualifications are defined as having their Level 1 or Level 2.

(iii) Senior casual employees, based on date of hire, may exercise their right to last call privilege (call me last) but it is understood that the most junior casual employee will work.

(c) **Casual Staffing Requirements** - Should a casual employee work sixty (60) consecutive days or more, the Employer agrees to review the staffing requirements with the Labour/Management Group except as follows:

(i) When relieving for maternity leave, parental leave, leave of absence or illness in excess of sixty (60) days when mutually agreed between the Employer and the Local Union. Such

agreement shall not be unreasonably withheld,

(ii) Casuals employed for summer relief between June 1st and August 31st. Notifications of these employees shall be sent to the Local Union. Should a casual employed for summer relief work beyond August 31, his/her casual seniority will be maintained so long as he/she is available on all days of operation. If available only on designated days, and if the employer agrees to continue employing as a student casual, he/she shall be placed on a student casual date of hire list. The "right to last call privilege" in Article 5.04 (b) (iii) will apply on designated days of availability only.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.01 (a) **Work Week** - The normal hours of work for regular full time employees will consist of thirty-six (36) hours per week, "Monday to Saturday" inclusive. The hours worked will be:

(i) Monday to Thursday, inclusive – seven and one half (7.5) hours scheduled between 8:00 AM and 5:45 PM, with one hour for lunch.

(ii) Friday – eight (8) hours scheduled between 8:00 AM and 6:15 PM, with one hour for lunch, except that Employees working a regular Monday to Friday shift will be scheduled for six (6) hours on Fridays, with no lunch and one fifteen (15) minute break.

(iii) Saturday – five and one half (5.5) hours scheduled between 8:00 AM and 2:45 PM, with no lunch hour and one fifteen (15) minute break.

New Positions – New positions created outside the current scope of the bargaining unit will consist of a maximum of eight hours of work between the hours of 8:00 am and 8:00 pm, inclusive of a 36 hour work week. Where applicable, the above hours are exclusive of a one (1) hour lunch break (7 hrs. or more).

The above shall be implemented after the Insurance Agency and Union consult on the specifics of any new shifts or hours as above, pertaining to rates of pay, shift differentials, hours, etc., for any new positions introduced into the workplace outside the current positions and will not affect any existing schedules in the Insurance Agency.

(iv) Part-time and casual employees working less than a full day, but called in for unscheduled shifts of seven (7) hours or more, will receive a one (1) hour unpaid lunch break.

(v) Full-time employees will be scheduled two (2) consecutive days off per week.

(b) **Employer's Letter of Intent** - Re Five (5) Day Operation attached.

(c) **Rest Periods** - All employees working more than four (4) hours but less than (5) hours shall be entitled to one (1) fifteen (15) minute break. All employees working a full day shall be entitled to one (1) fifteen (15) minute rest period in the morning and one (1) fifteen (15) minute rest period in the afternoon providing always that the Employer shall have the right to use relief employees in implementing this provision. It is understood and agreed that there shall be one (1) fifteen (15) minute rest period on Saturday due to the shortened hours of work. Employees working less than a full day but five (5) hours or more shall be

entitled to two (2) fifteen (15) minute rest periods or one (1) thirty (30) minute rest period, based on operational requirements.

Labour Management Committee will deal with issues related to employees taking scheduled rest breaks.

6.02 Overtime

(a) **Regular Overtime** -Time worked in excess of the normal scheduled hours of work in Section 6.01 shall be paid for at one and one-half times (1 ½) the employee's straight time hourly rate for the first two (2) hours and two (2) times the straight time hourly rate thereafter.

(b) **Excess Hours on Saturday** - Time worked on a Saturday in excess of five and one-half (5 ½) hours shall be paid for at two (2) times the employee's straight time hourly rate or all time worked by employees after 4:00 pm on Saturday shall be paid at double time.

(c) **Lunch Break Overtime** - Where an employee is required to forego all or part of his or her lunch period at the request of the Employer, such time will be paid at rate and one-half (1 ½).

(d) **Overtime Regular Day Off** - Time worked by an employee on an employee's scheduled day off shall be paid for at two (2) times the employee's straight time hourly rate. Any employee who works a rest day as a result of a Schedule change from Tuesday - Saturday to Monday - Friday or vice versa will be paid overtime.

(e) **Overtime Sunday** - Time worked on a Sunday shall be paid for at two (2) times the employee's straight time hourly rate.

(f) **Overtime Stat** - 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) days regular pay.

(g) **Overtime Voluntary** - All overtime work shall be voluntary.

(h) **Overtime Authorization** - Overtime must be authorized by Management.

(i) **Overtime Banking** - Employees who work overtime may elect to 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 straight time equivalent to the overtime earnings. At the end of each calendar year unused banked overtime will be paid out.

The employees may bank a maximum of three (3) days and all overtime in excess of the three (3) days will be paid as per the Collective Agreement.

(j) **Education Courses** - Employees attending education courses at the Employer's request shall be compensated for hours beyond the normal work week at time and one-half (1 ½). The employee may choose to be paid for such overtime or elect to take time off in lieu, at a time which is mutually agreeable. The length of time off with pay shall be equal to straight time equivalent to the overtime earnings. Travel time to and from the course location shall be paid at straight time. Employees shall be paid mileage from their branch to and from the course location.

6.03 Call - Time - An employee reporting for work on the call of the Employer shall be paid his/her regular rate of pay for the entire period of work, with a minimum for such call as follows:

(a) **Two Hours Pay** - Two (2) hours pay if the employee is unable to perform the work or there is no work available.

(b) **Four Hours Pay** - Four (4) hours pay if the employee works but there is insufficient work to require four (4) hours to perform such work.

(c) **Specific Job Postings** - This provision does not prevent a specific job posting for less than four (4) hours or scheduling casuals for less than four (4) hours.

(d) **Call In Emergency Work** - Where an employee is called in outside of his/her regularly scheduled hours of work for emergency work, he/she shall be paid a minimum of four (4) hours at straight time or the time worked at overtime rates, whichever is greater. Where the emergency work for which the employee was called in has been completed, he/she shall be released from duty. The minimum four (4) hours shall apply to each call in.

(e) **Doctor Appointments** - Employees will not be required to use other paid time (vacation or floater) to attend Doctor appointments, unless the employee so chooses.

ARTICLE 7 - STATUTORY HOLIDAYS

7.01 (a) **Designated Stats** - The following days will be observed as Statutory Holidays:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	British Columbia Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	Family Day

and such other holidays as are proclaimed legal holidays by Federal, Provincial or Municipal authorities.

(b) **Entitlement** - An employee shall qualify for entitlement to Statutory Holidays under Part (a) after they:

(i) have completed thirty (30) calendar days service with the Employer, and

(ii) have worked or earned wages at least fifteen (15) of the preceding thirty (30) calendar days.

(c) **Regular Part Time Entitlement** - Regular part-time employees regularly scheduled to work sixty (60) hours or more per month shall be entitled to the above Statutory Holidays pro-rated based upon their regular hours relative to a full-time employee (36 hours).

7.02 Full Time Regular Additional Entitlement

(a) Floating Holiday- In addition to the Statutory Holidays referred to in 7.01 above, a full-time regular employee will be granted an additional two (2) days per calendar year to be taken as a floating holiday with pay at a time that is mutually agreeable.

Pro-rated the same as Article 8 Vacation Entitlement, if full year not worked.

(b) Regular Part Time Entitlement – Regular part-time employees regularly scheduled to work (60) hours or more per month will be granted one (1) day per calendar year to be taken as a floating holiday with pay at a time that is mutually agreeable.

7.03 Stat Holiday on Scheduled Day Off - If a Statutory Holiday falls on a day which is not a regular working day, the previous Saturday shall be observed as the holiday. The Christmas Holiday schedule is to be discussed between the Parties and scheduled in advance.

7.04 Stat Holiday Within Scheduled Vacation - In the event any of the holidays

enumerated in Section 7.01, occur during the period of an employee's vacation, an additional days vacation with pay shall be allowed for each holiday so occurring.

ARTICLE 8 - ANNUAL VACATIONS

Vacation Year Defined - The vacation year shall be January 1st to December 31st. All full-time regular employees shall receive a paid vacation in accordance with the following entitlement. (Note: Vacation entitlements were increased by one (1) week in each category in Article 8:02, 8.03 and 8.05 in lieu of ATO).

8.01 **1st Year Entitlement** - In the first year of employment an employee shall receive a pro-rated vacation of up to fifteen (15) working days. Pay for such vacation shall be at the employee's current salary or four percent (4%) of gross earnings for the period in which vacation was earned, whichever is greater.

8.02 **2nd to 4th Year Entitlement** - In the second to fourth year of employment inclusive, an employee shall receive a paid vacation of fifteen (15) working days. 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.

8.03 **5th to 9th Year Entitlement** - In the fifth to ninth year of employment inclusive, an employee shall receive a paid vacation of twenty (20) working days. Pay for such vacation shall be at the employee's current salary of eight percent (8%) of gross earnings for the period in which vacation was earned, whichever is greater.

8.04 **10th to 14th Year Entitlement** - In the tenth to fourteenth year of employment inclusive, an employee shall receive a paid vacation of twenty-five (25) working days. 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.

8.05 **15th to 24th Year Entitlement** - In the fifteenth to the twenty-forth year of employment, inclusive, an employee shall receive a paid vacation of thirty (30) working days. 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.

8.06 **25th Year Entitlement** – In the twenty-fifth vacation year of employment to the 29th vacation year of employment inclusive, an employee shall receive an additional day of paid vacation each year as per the following table.

25th year – 31 days – 12.4%
26th year – 32 days – 12.8%
27th year – 33 days – 13.2%
28th year – 34 days – 13.6%
29th year – 35 days – 14.0% and every year thereafter.

Section 8.07 twelve percent (12%) plus a corresponding additional .4% for each additional year worked from the 25th through the 29th years.

8.07 All full time and part time employees, effective June 1, 1997 are entitled to one (1) additional week of vacation to Sections 8.02 - 8.05 in lieu of ATO.

All new part time employees effective June 1, 2000 are entitled to vacations as per Sections 8.02 - 8.05 plus in lieu of ATO as per 5.03(a)(i) or 5.03(a)(ii).

8.08 Supplementary Vacation

(a) After fifteen (15) years of employment, employees shall be entitled to one (1) week of supplementary vacation.

(b) After twenty (20) years of employment employees shall also be entitled to one (1) week of supplementary vacation.

(c) After thirty-five (35) years of employment employees shall also be entitled to one (1) week of supplementary vacation.

(d) Supplementary vacation may be carried forward in addition to one (1) week of regular vacation as per Article 8.10. Supplemental vacation must be used prior to granting additional supplemental vacation.

8.09 Vacation Pay Part Time Seniority Retention - A regular part-time employee becoming a full-time employee shall maintain their part-time seniority date for the purposes of vacation pay.

8.10 (a) **Consecutive Weeks** -Employees shall be entitled to take the vacation to which they are entitled in consecutive weeks, except where the application of this provision interferes with the scheduling of all the employee's vacations in the prime period June through September.

(b) **Individual Days** - Employees may at their option, take fifteen (15) days of their vacation entitlement in individual days off during the current vacation year.

i) Vacation requests for the last week of December running into the first week of January in the following year, shall be considered a "string", not individual days.

8.11 Vacations Taken - It is the intent of the vacation provision that all vacations earned be taken within the current calendar year.

Option Difference - The difference, if any, between an employee's salary at the time vacation is taken and the appropriate percentage of gross earnings for the vacation year in which the vacation was accrued, shall be paid upon the employee's termination or when the vacation is taken. The employer will provide documentation of the calculation made to determine the amount.

8.12 Maximum Banking of Vacations - Except as provided Employees shall be permitted

to bank a maximum of five (5) days from the current vacation year, and take them in the following year.

8.13 Scheduling

(a) Vacation, Floaters and Leave of Absence application forms must be completed and dated. The choice for these leaves shall be granted in line with seniority.

(b) However, seniority will not apply for any of these approved leaves if after five (5) working days there is no contest by a senior employee for the same vacation period.

(c) Confirmation - Vacation applications for the period June 15th through September 15th and December 15th through 31st shall be completed by March 1 and shall be confirmed by the 15th of March.

(d) During the Prime Time period, the scheduling procedure shall be, via seniority, employees will book two (2) weeks of holidays, consecutive or not, in the first pass, enabling all employees to have two (2) weeks of choice. This choice is booked and based on seniority, and then passed along. On the second pass or following that, employees can book their remainder of holidays as per their allotment and seniority.

(e) Prime time periods are defined s June 15 to September 15; December 15 to December 31.

(f) Vacations booked outside of prime-time as listed above, shall be approved up to one year in advance. Application forms shall be confirmed within 10 working days or earlier if possible.

(g) Casuals Entitlement - Casuals will be entitled to request time off to a maximum of three (3) calendar weeks each year, based on date of hire, if relief is available. Such request will be considered once the full-time and part-time employees have had their vacations approved. A full-time or part-time employee may contest the casuals time off request within five (5) days as per Article 8.13 a) Scheduling or as mutually agreed by the Union and HG Insurance Agencies.

(h) **Notification of Cancelling Vacation** - An employee may cancel his/her vacation and floaters by giving one (1) days notice. Rescheduling of vacations will not bump any other approved time off.

(i) **Requests for Time Off** - Requests for time off shall be approved in the following priority: vacations, floaters and Leave without pay.

8.14 Absences Affecting Vacation With Pay Entitlement - For employees with more than one (1) year of continuous service, leaves of absence without pay, approved in writing

by the Employer, shall be credited towards entitlement for annual vacations, but time spent on such leave shall not be counted in computing vacation pay.

8.15 Absences Not Affecting Vacation With Pay Entitlement

(a) For employees with more than one (1) year of continuous service, absence due to injury/illness for a period of up to one (1) year shall be credited towards both vacation entitlement and vacation pay.

(b) Leave of absence for annual vacation, statutory holidays, Union Business (9.01a), bereavement leave (9.02) and jury or witness duty (9.03) will not result in a reduction of vacation pay.

ARTICLE 9 - LEAVE OF ABSENCE

9.01 (a) **Union Business** - Upon written notice of five (5) calendar days, the Employer will grant leave of absence without pay to employees who are elected as representatives to attend Union meetings, Steward Training and Union conventions or as members of any negotiating committee of the United Steelworkers. The Employer shall not be required to grant such leave when the number of employees on Leave, or to be on Leave, at any one time under this Section, exceeds one (1) in number; provided that the Employer will grant Leave to more than one (1) employee where, in its opinion, it will not have the effect of interfering with the normal efficiency of the office.

When granting Leaves under this provision, consideration will be given to Licensing requirements.

While on Union Leave under this article (9.01(a)) HG Insurance Agencies will pay the associated wage cost (including vacation) incurred while on leave. HG Insurance Agencies will then invoice the union for wages and any stat pay, incurred while on Union Business. The Union will remit payment for said wages within thirty (30) days.

(b) **Union Position** - Upon written notice of twenty (20) calendar days the Employer will grant Leave of Absence without pay to employees who are appointed or elected to Union position for a period up to and including two (2) years. Further Leave of Absence may be granted by mutual consent. The employee who obtains his/her leave of absence shall return to his/her Employer within thirty (30) calendar days after the completion of his/her term of employment with the Union. The Employer shall not be required to grant such Leave of Absence to more than one (1) employee at a time.

(c) **Leave of Absence Injury/Illness** - The Employer will grant leave of absence to employees suffering injury or illness for a period up to twenty four (24) calendar months, subject to a medical certificate, if requested by the Employer. The employees shall report or cause to have reported to the Employer the injury or illness which required his/her absence from work as soon as may be reasonably possible.

9.02 Bereavement Leave

(a) When death occurs in a family of a regular full-time employee or part-time employee regularly scheduled to work for sixty (60) hours per month or more (family defined as parent, spouse, child, foster child, step-parents, step-children, sister, brother, son-in-law, daughter-in-law, **sister-in-law, brother-in-law**, mother-in-law, father-in-law, grandparents and grandchildren), the employee shall be granted an appropriate leave of absence for which he/she shall be compensated at his/her straight time rate of pay for days absent from his/her

work schedule for a maximum of five (5) business days.Spouse shall mean a person publicly represented by the employee as his/her spouse as provided under judicial law.

(i) When the employee advises the Employer in writing at the time of death that the event to recognize the death will be delayed, the employee shall be granted an appropriate leave of absence for which he/she shall be compensated at his/her straight time rate of pay for days absent from his/her work schedule for a maximum of five (5) business days.

(ii) **Family Member** - When death occurs to a family member other than provided for in 9.02(a) the employee shall be granted a one (1) day leave of absence without loss of pay.

(b) **Leave of Absence** - Part-time regular employees regularly scheduled to work less than sixty (60) hours per month shall be granted an appropriate leave of absence for which he/she shall be compensated at his/her straight time rate of pay for days absent from his/her regular work schedule for a maximum of three (3) consecutive business days.

Casual employees are entitled to a maximum of three (3) paid days of bereavement where the employee had previously been scheduled to work.

(c) In instances where an employee on vacation experiences a death that would otherwise have entitled that employee to bereavement leave, then his/her vacation will be credited with the equivalent bereavement leave.

9.03 Pay For 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 or the option of time off 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.

Entitlement for Vacations and Holidays - Hours paid for under the provisions of this Section will be counted as hours worked toward qualification for vacations and recognized paid holidays but will not be counted as hours worked for the purpose of

computing overtime.

9.04 Maternity/Parental Leave

(a) **Employment Standards** - Leave of absence without pay in the case of pregnancy shall be granted in accordance with the Employment Standards Act.

(b) **Written Notice** - All maternity/parental leave of absence requests shall be in writing and show the last day to be worked and the expected date of return to work.

(c) **Extended Maternity/Parental Leave** - Extended maternity/parental leave up to six (6) months without pay will be granted upon receipt of a medical certificate.

(d) **Pension Benefit Continuation** - In accordance with Section 53 of the Employment Standards Act, the services of an employee who is absent from work in accordance with this part shall be considered continuous for the purposes of Sections 36, 37 and Part 5 and any pension, medical or other plans beneficial to the employee, and the employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

(i) The Employer pays the total cost of the plan,

(ii) The employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the Employer and the employee.

(e) **Unable to Perform** - In accordance with Section **50**/51 of the Employment Standards Act the Employer may require an employee to commence maternity/parental leave where the duties of the employee cannot reasonably be performed due to conditions arising out of the pregnancy, and to continue the leave until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

(f) **Vacation Pay** - Vacation pay for the period where an employee is on maternity/parental leave as provided for in the Employment Standards Act shall be calculated as if the employee continued to work.

9.05 Other Leaves With Out Pay

Campaigning/Public Office - The Employer may, subject to licensing requirements, grant unpaid leave of absence for a period of up to four (4) weeks to an employee nominated and campaigning for elective Federal, Provincial or Municipal office.

9.06 Compassionate/Educational - The Employer may grant leave of absence up to a maximum of six (6) months without pay to employees for compassionate reasons or for educational or training or extended vacation purposes, conditional upon the following terms:

(a) **Notice** - That the employee apply at least one (1) month in advance unless the Grounds for such application could not reasonably be foreseen.

(b) **Reasons** - That the employee shall disclose the grounds for application.

(c) **Approval** - That the Employer shall grant such leave where a bona fide reason is advanced by the applicant or may postpone leave for educational or training purposes where a suitable replacement is not available.

(d) **Temporary Employment** - Leave for education or training shall not apply to students employed on a temporary basis.

(e) **Consult Office Committee** - The Employer shall consult with the Office Committee and Local Union in respect to any application for leave under this Section.

9.07 (a) **Requests** - Any employee desiring leave of absence must obtain same in writing from the Employer.

(b) **Local Union Notified** - Leave of absence granted to an employee under Section 9.04, 9.05 and 9.06 or for any other reason not specified herein, a copy of such leave of absence shall be forwarded to the Local Union.

9.08 **Return to Work Notice** - Employees on leave of absence and/or illness for an indeterminate period, or employees who wish to return to work prior to the expiration date of leave of absence for a fixed period, shall give the Employer notice of intention to return to work on the preceding working day in the case of illness, and one (1) week in the case of leave of absence in accordance with the Employers policy.

9.09 **Benefit Coverage** - When an employee is on leave of absence provided for in Section 9.01(a) (for the Weekly Indemnity period), 9.02, 9.03, and 9.04 of this Article, the Employer will continue to pay benefit premiums. Employees on other approved leaves of absence may continue benefit coverage providing they pay the premiums monthly, in advance.

9.10 **Family Responsibility Leave**

(a) An employee is entitled to thirty-six (36) hour of accumulated sick leave per calendar year to meet responsibilities related to:

(i) The care, health or education of a child in the employee's care, or

(ii) The care of any other member of the employee's immediate family.

(b) In the event that an employee does not have sufficient days of accumulated sick leave available for this purpose, such employee shall be permitted to take the

balance as unpaid leave.

(c) Notwithstanding (a) and (b) above, it is understood that time off for Family Responsibility Leave shall not exceed thirty-six (36) hours in total, including both paid and unpaid leave.

(d) Immediate family is as defined in the Employment Standards Act under Family Responsibility Leave.

9.11 Domestic Violence Leave

(a) In each calendar year, the employer shall grant an employee who has experienced domestic violence a leave of absence **as defined in the Employment Standards Act of British Columbia, as amended from time to time.**

(b) Employees on such leave will be permitted to use accumulated sick leave during the absence. Where there is not enough sick leave within the employee's bank, **and except where paid leave is mandated by the Employment Standards Act,** such leave shall be without pay.

(c) Employees on leave in the above noted situation shall continue to accrue seniority.

ARTICLE 10 - BENEFIT PLANS, SICK LEAVE AND PENSION

10.01 Benefit Coverage - All full-time regular and part-time employees who regularly work for sixty (60) hours or more per month shall be entitled to coverage for themselves and their dependents pursuant to the terms of the current Carrier, as amended from time to time, on the first day of the month following completion of probation, and subject to eligibility set out by the terms of the Carrier. The minimum benefit coverage is provided in 10.02.

Re: Carrier - If another reputable and stable Benefit Carrier can provide substantially the same level of benefits at reduced costs then the parties may mutually agree to change the Carrier.

(a) **Benefits for Casuals** - Effective January 1st, 1998 a casual Employee who has worked an average of sixty (60) hours per month or more in the previous twelve (12) month calendar year may join the Benefits Program on a pro-rata basis, as per the Agreement with the current Benefits Program, a minimum average of sixty (60) hours work per month must be maintained to retain eligibility. Eligibility will be reviewed annually. A casual employee may only opt into the program once per year.

Pro-rata for benefits will be based on the average hours over the previous 12 month calendar year.

(b) **Benefits for Part-Time** - Effective January 1, 2004 a part-time employee who has worked an average of sixty (60) hours per month or more in the previous twelve (12) month calendar year may join the Benefits Program on a prorated basis, as per the Agreement with the current Benefits Program. A minimum average of sixty (60) hours work per month must be maintained to retain eligibility. Eligibility will be reviewed annually. A part-time employee may only opt into the program once per year.

10.02 Benefits Program - Details of the Benefits Program are contained in brochures provided by the Employer. The following benefits, shall be fully paid by the Employer and shared on a pro-rated basis for employees regularly scheduled to work sixty (60) hours or more per month.

Group Life Insurance
Accidental Death and Dismemberment
Extended Health Care (Vision Care $400/24 mos.)
Medical Services Plan
Dental Plan 5 (75/75/50 - $3,000 Orthodontics Lifetime Maximum)
Weekly Indemnity - Option A
Long Term Disability - Option B
Employee and Family Assistance Plan

(a) **Health Care Spending Account** – The Employer agrees to establish a Health Care Spending Account for each employee and agrees to contribute **four**

hundred dollars ($400.00) per year, upon provided receipts.

Extended Health Care – Deductible will be $100.00

10.03 Sick Leave - Full-time regular, and part-time regular employees regularly scheduled to work sixty (60) hours per month or more, who are unable to work because of illness shall receive pay on the following basis:

(a) **Accrual** - Employees shall accrue a paid sick leave entitlement of 7.5 hours (pro-rated for regular part-time) for each month worked in a calendar year (January 1st to December 31st) and may be used to enhance Salary Insurance Benefits to 85% of salary.

(b) **Non Accrual** - If no sick time is accrued then sick days will be unpaid.

(c) **Maximum Accrual** - Unused sick leave may be accumulated from year to year on a maximum of four hundred and fifty (450) hours. Once an employee reaches a maximum of four hundred and fifty (450) hours the Employee is entitled to ninety (90) hours and still remain at maximum of four hundred and fifty (450) hours. If the employee uses in excess of ninety (90) hours, then the employee will deduct from the accumulated four hundred and fifty (450) hours. There will be no payout of unused accumulated sick days.

(d) **Concerns** - The Employer will bring any concerns about sick leave usage to the Labour Management Committee and the Parties will discuss remedies to the concern.

(e) **Salary Insurance Pay and Forms** - The employee's sick leave accumulated shall be deducted for each day of illness. After a ten (10) day waiting period an eligible employee will receive two-thirds (2/3) salary from the insurance plan for the duration of the illness in accordance with the provisions of the Plan. It is the responsibility of the employee to complete and file the necessary application forms to receive payment.

HG Insurance Agencies will advance employees the equivalent of the insured amount for the first two week period, where delays are experienced in a STD claim. Upon receipt of the benefit, the employee will reimburse the advance to HG Insurance Agencies. If further delays are experienced, a personal Line of Credit would be made available at 0% until the benefit is received. The Line of Credit will be repaid from any benefits received or from the employee's sick bank or time off entitlement, should the claim be denied.

(f) **Pregnancy Related Illness** - It is understood that an employee who becomes ill while pregnant or has a pregnancy related illness shall be given claim forms by the Employer, to be forwarded to the carrier to determine eligibility for sick benefits as provided.

(g) **Vacation Sick Leave** - Employees while on vacation which may include floaters may claim sick leave for illnesses in excess of three (3) days, subject to a Doctor's Certificate.

(h) **Employee's Responsibility** - It is the employee's responsibility to submit a sick leave form on the first day upon returning to work from sick leave.

(i) The employer will cover the cost of any Doctor's certificate required under this article when required by the employer for a W.I. or LTD claim.

(j) All accrued Sick Leave hours shall remain intact when an employee changes from full-time/part-time to casual status. The sick leave hour accumulation may be accessed when the casual employee returns to full-time/part-time status.

10.04 Pension Plan

(a) The Pension Plan shall be the Central One Credit Union Pension Plan and shall be a condition of employment for full-time regular employees effective after the first of the month following completion of one (1) year's service. The Pension Plan for regular part-time employees scheduled to work sixty (60) hours or more per month after completion of one (1) year (240 working days) shall be five percent (5%) of salary put into an RRSP (locked in for term of employment). This may be matched by employee contributions.

(b) RRSP Contributions: For employees covered by the Defined Contribution Money Purchase Plan, the Employer will open an RRSP account for each employee and contribute up to **five (5%) percent** to the RRSP provided the employee matches the Employer's contribution.

ARTICLE 11 - SALARIES

11.01 (a) **Effective date of ratification** all employees on the payroll at date of ratification will receive an increase of two (2%) of their current wage rate, retroactive to June 1, 2018.

(b) **Effective June 1, 2019** - an increase of two (2.00%) percent will be added to all categories.

(c) **Effective June 1, 2020** - an increase of two (2.00%) percent will be added to all categories.

(d) **Pay Periods** - will be bi-weekly through direct deposit.

(e) (i) Upon receipt of Level 1 licensing a trainee will automatically move to the Level 1 wage rate.

(ii) The following license increase provisions apply to employees on staff as of June 22, 2006.

Upon receipt of Level 2 licensing a Level 1 employee will automatically move to the Level 2 wage rate.

All current Level 1 employees (effective June 22nd, 1999) upon receipt of a Level 2 license will be compensated as per current practice, ie. Level 1 (24 month) to a Level 2 (24 month). Any new employees will be compensated by moving to the wage increment (minimum $100) upon receipt of a Level 2 license.

(iii) All new employees hired or jobs posted pursuant to Article 14 after June 22, 2006 are not bound by the provisions of Article 11.01(e)(ii).

(iv) The Employer undertakes that it will not require Level 2 employees to sign insurance policies for Level 1 employees.

(v) Level 1 employees who are licensed as Level 2 employees and who relieve in Level 2 positions shall be paid at Level 2 rates of pay.

(vi) Where an employee terminates within one (1) year of course completion the Employer may require repayment of educational assistance.

(f) **Survival First Aid** - The Employer will pay the cost of the course and a one hundred ($100.00) Dollar bonus on successful completion. Employees shall be designated on a rotation basis and shall be paid twenty-five ($25.00) Dollars per week when designated.

11.02 New Classification Rate of Pay - 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.

11.03 Completion of Probationary Period - A new employee may be advanced to a higher salary step by the Employer after completion of his or her probationary period. In such cases the Office Committee will be notified.

This provision will also apply to a full-time regular moving to part-time regular or casual employment.

11.04 Salary Progression

(a) **Advancement** - Employees will advance to the next salary step in the range for the job in which they are working after six (6) consecutive months service at each step. For the purpose of this Section, a fraction of a month shall be considered as a whole month.

(b) **Salary Progression Part Time Regular and Casual Employees** - Part-time regular and casual employees will advance to each six (6) month step upon completion of one hundred and twenty (120) days worked.

(c) **Salary Progression Full Time Accepting Regular Part Time Position** - When a full time employee accepts a regular part time position, he/she shall be placed at a minimum of the twelve (12) month step if the employee has completed 240 or more working days of service.

(d) Notwithstanding clauses (a) to (c) above, employees hired effective from June 1, 2015 will enter the equalized wage increment grid, and will progress as follows:

i. Advancement – Employees will advance to the next salary step in the range for the job in which they are working after **twelve (12)** consecutive months service at each step. For the purpose of the Section, a fraction of a month shall be considered as a whole month.

ii. Salary Progression Part Time Regular and Casual Employees – Part-time regular and casual employees will advance to each **twelve (12) month** step upon completion of **two hundred and forty (240)** days worked.

iii. Salary Progression Full Time Accepting Regular Part Time Position – When a full time employee accepts a regular part time position, he/she shall be placed at a minimum of the twelve (12) month step if the employee has completed 240 or more working days of service.

11.05 Job Descriptions - Job descriptions will be reviewed by the Employee, the Union Rep and the Supervisor when changes to the position are made.

ARTICLE 12 - SENIORITY

12.01 Definition - Seniority is defined as the length of an employee's continuous service with the Employer and its predecessors.

12.02 Recognition - The Employer, after consideration of licensing requirements, will recognize the principle of seniority.

12.03 Job Retention/Recall Rights - Licensing requirements and seniority will determine the employee's job retention rights, recall rights and entitlement to -promotions. In the event two (2) or more employees have the same licensing, the employee with the greater seniority shall be selected or retained.

12.04 Returning to the Bargaining Unit Within 3 Months - When a member of the bargaining unit is promoted to a management position, it is agreed that they shall have the right to return to their former position within a period of three (3) months from the date of their promotion, with no loss of seniority.

12.05 Casual Employee's Seniority - No seniority shall accrue for short terms of temporary work except where a temporary or casual employee becomes a full-time regular employee without a break in service. In such cases seniority shall start from the last date the employee started as a temporary or casual employee.

Employees on a 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.

12.06 Seniority Accrual - An employee laid off and placed on the recall list will retain and continue to accumulate seniority during the period of lay-off as provided under Article 13, Section 3.

12.07 Leave of Absence Accrual - An employee on approved leave of absence will continue to accrue seniority.

12.08 Part Time Regular Employees - Seniority for part-time regular employees shall be as follows:

(a) **Separate Seniority List** -They shall be on a separate seniority list from full-time regular employees, defined in Article 5, Section 2 of this Agreement.

(b) **Accrual** - They shall accrue continuous seniority from the date they become a part-time employee.

(c) **Reduction of Staff** - Should a reduction in staff become necessary, part-time employees will not be allowed to exercise their seniority to displace a full-time regular employee.

(d) **Part Time Becomes Full Time** - A part-time employee who becomes a full-time regular employee shall be placed at the bottom of the full-time employees' seniority list effective the date of such change in status and shall accumulate seniority as a full-time regular employee from that date onward in accordance with the provisions of this Agreement.

12.09 Provide Seniority List - The employer will supply the Union Office Committee with a revised seniority list every three (3) months. In the case of casual or part time regular employees who become full time regular employees, the seniority list will indicate the Company seniority date along with the seniority date for job posting purposes. The employee has thirty (30) calendar days after the seniority list is distributed to dispute the seniority listing unless unable to do so. After such time the seniority list is considered mutually agreed upon.

12.10 Job Security

If it is the intent of the Employer to move a position from one office to another, then the Employer will:

(a) **Notice** - provide sixty (60) days notice,

(b) **Discuss** - discuss the move with the Union.

An employee may choose to give up their position and take one opportunity to bump where their seniority will take them. Should an employee choose to bump to a lower classification, the Employee will be red circled.

ARTICLE 13 - LAYOFF AND RECALL

13.01 Reduction of Forces - In the event of a reduction in forces, licensing requirements and seniority will be the determining factors in which a person is first released. The employee may displace another employee in a position at the same or lower level providing he/she has the licensing to perform the job functions satisfactorily and has greater seniority than the employee to be displaced.

13.02 Notice of Lay Off - Notice of layoff or salary in lieu of notice shall be given to any affected regular employee in accordance with the following:

(a) **Less than Two Years** - Employees, other than probationary employees, with less than two (2) years' service - two (2) weeks.

(b) **More than Two Years** - Employees with two (2) years or more - two (2) weeks plus one (1) additional week per additional year of service to a maximum of eight (8) 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.

13.03 Seniority Retention - Regular full-time employees or part-time employees who are laid off due to lack of work shall be placed on a recall list and retain seniority in accordance with service as follows:

less than one (1) years' service	---	eight (8) months
one (1) or more years' service	---	one (1) year plus one (1) additional month for each year's service up to an additional six (6) months.

13.04 Recall - In the event of a job vacancy persons on the recall list shall be recalled in order of licensing requirements and seniority.

13.05 (a) **Notice of Recall** - Notice of recall to an employee on the recall list shall be sent by registered mail to the employees last known address. An employee on the recall list may be bypassed under the following circumstances:

where the employee fails to respond to the notice within three (3) calendar days of receiving it,

where the Employer has not been able to contact the employee by registered mail in thirty (30) calendar days.

(b) **An employee bypassed** under the foregoing conditions shall be kept on the recall list for his/her remaining recall period.

(c) **Employer Informed of Address** - It shall be the employee's responsibility to keep the Employer informed of his/her address during layoff.

13.06 Where a full time employee bumps into a part time position, then his/her benefits listed in Article 10.02 will be maintained as full time for a period of six (6) months after layoff while he/she is employed on a part time basis.

ARTICLE 14 - JOB POSTING

14.01 (a) **Positions Vacant or Created** - All jobs upon becoming vacant or when created shall be posted on a bulletin board on all the Employer's premises for three (3) full consecutive working days. The notice shall indicate job title, category, salary, tentative start date, branch, hours of work and days of work, but within **forty-five (45)** days notice, or less if mutually agreed, the hours and days of work can be changed and a brief outline of the duties involved. A copy of the notice shall be sent to the Office Committee. Within five (5) working days the Employer shall post the name of the successful applicant(s) for two (2) working days. A copy of the awarded job shall be forwarded to the Office Committee.

(b) **Bidding** - An employee may bid on vacant positions which may involve a promotion, lateral transfer, or a lower classification.

(c) **Vacancies Filled From Within Bargaining Unit** - It shall be the intent of the Employer to fill all job vacancies from within the bargaining unit.

14.02 Job Postings Absentee Bids -

(a) **LOA** - Employees absent on approved leave of absence, layoff, illness or accident at the time of the job posting will be permitted to bid on the position within three (3) working days of his/her return to work but in no event later than sixty (60) calendar days after the posting.

(b) **Maternity/Parental Leave** - In the case of maternity/parental leave, the Employer will ensure these employees are informed of job vacancies and will accept absentee bids.

(c) **Employee Declining** - Employees under (b) above, who decline the opportunity to place an absentee bid on any job postings during the maternity/parental leave absence, shall have no rights to those particular job postings upon their return to work.

(d) **Returning** - The Employee in (b) above must return to work within one week after expiration of the maternity/parental leave allowed under the Employment Standards Act of BC.

(e) It is the responsibility of the Employee to notify the Employer of his/her contact information.

14.03 (a) **Job Posting Forms** - All bids on posted job vacancies shall be in writing on a form provided by the employer.

(b) **Selection Preference** - Preference in selection shall be from full-time regular, part-time regular and casual employees in that order.

(c) **Denied Posting Right to Know** - An employee not selected shall upon request be given the reason therefore. This shall be done in the presence of a Job Steward if the employee so desires.

14.04 Training Period - An employee selected for a position through job posting shall be allowed a maximum training period of twenty (20) working days. Up to the end of the training period an employee may voluntarily return to, or upon failing to qualify, after a reasonable training, the Employer may direct the employee to return to his/her former job. No loss of seniority will result. The training period may be extended by mutual consent.

14.05 (a) **Temporary Vacancies Posting** - The Employer agrees to post temporary vacancies of four (4) consecutive months or longer being created due to absence of a regular employee, as a result of sickness, leave of absence and vacations.

(b) **Benefits for Casual & Regular Part Time** - Casual and regular part time employees awarded temporary positions shall receive the benefits of the temporary position for the length of the temporary posting.

(c) **Casual Working Days Recognized** - Casuals awarded temporary positions will have their working days of service recognized.

(d) **Employee Status** - A regular full time or regular part time employee who bids into the temporary posting will revert to his/her previous position on the expiry of the temporary vacancy.

(e) **Training Period** - An employee selected for a temporary position through job posting shall be allowed a maximum of twenty (20) working days for training.

(f) **One Temporary Posting At A Time** - Employees already assigned to a temporary posting will not be able to bid into another temporary posting unless the temporary posting they are in will expire in two (2) weeks or less.

Employees already assigned a temporary posting for twelve (12) months and where the return of the incumbent is uncertain, then that temporary employee will be able to bid into another temporary posting.

(g) **Downward Posting** - Regular full time employees cannot normally bid downward on temporary postings. The Parties will discuss and must mutually agree beforehand to any exceptions.

14.06 Filling a Job Posting - Where an employee has been selected to fill an immediate job vacancy, and where circumstances are such that the move cannot be effected with in fourteen (14) calendar days, the Employer will notify the Union. If an employee cannot be moved to his/her new position within fourteen (14) calendar days from the date of

selection, he/she will assume the seniority of the new position, if moving up from their current seniority (Casual to Part-time or Casual to Part-time to Full-time only) fourteen (14) days from the date of selection or the date of the vacancy whichever comes first.

Where an employee has been selected to fill a future job vacancy, such as a retirement or maternity/parental leave, and where circumstances are such that the move cannot be effected within fourteen (14) calendar days, the Employer will notify the Union. If an employee cannot be moved to their new position, they will assume the seniority of the new position, if moving up from their current seniority (Casual to Part-time or Casual to Part-time to Full-time only) within fourteen (14) days after the tentative start date.

ARTICLE 15 - TECHNOLOGICAL CHANGE

15.01 (a) **Notice** - Upon notice being given under Article 15.02 a Joint Union/Management Committee shall be structured to deal with issues relating to technological or systems change.

(b) **Definition** - For the purposes of this Article, Technological Change shall be as interpreted in the Labour Code.

15.02 Notice of Intent - The Employer shall notify the Union Committee and the Union not less than three (3) months in advance of intent to institute changes in working methods or facilities which would involve the discharge or layoff of employees.

15.03 Co-Operate With Training - The Employer shall co-operate with the Government of British Columbia and participate in every way possible in the training or retraining of employees so affected.

15.04 Retraining - In the event of proposed technological changes such as the introduction of office machinery, or automated accounting systems, whether such changes occur at this or any other Employer related locations, which have an effect on office workers positions covered by this Agreement, the Employer agrees to discuss with the Union representatives such changes and to offer employment to his present employees before hiring from the outside market. The Employer further agrees to institute a training program for those employees who wish to accept employment in these positions.

15.05 Retain Present Salary - The salary for any position thus created is to be negotiated with the Local Union. Employees who are being retrained or who accept a position so created shall retain their present salary and shall be considered as incumbents with red circle protection. However, such employees will have the option of terminating their employment and accepting severance pay as outlined in 15.06, providing they exercise this option within a six (6) month period.

15.06 Severance Pay Due and Payable - Employees terminated or laid off because of mechanization, technological change or automation shall be entitled to severance pay of one (1) week's pay for each year of service with the Employer. The amount calculated under such entitlement shall not exceed a maximum of **fifteen (15)** week's pay.

ARTICLE 16 – MERGERS, AMALGAMATIONS AND ACQUISITIONS

16.01 Severance Pay in Case of Future Mergers, Amalgamations and Acquisitions –

a) Severance pay will be paid to the full-time and part-time employees laid off as a result of future mergers, amalgamations and/or acquisitions, provided such lay off occurs within **three years** of the occurrence of the merger, amalgamation or acquisition.

b) For full-time employees, the amount of notice, or pay in lieu of notice, shall be one (1) week at the employee's current regular salary for each year of service to a maximum of **fifteen (15)** weeks.

c) For part-time employees, the pay in lieu of notice shall be on a pro-rated basis.

16.02 Severance Pay

Maximum Pay - Employees terminated by the employer because of a permanent, full or partial closure of the worksite shall be entitled to severance pay, at the employee's current regular salary rate, equal to one (1) weeks pay for each year of service and thereafter for partial years in increments of completed months of service with the employer. The amount calculated under such entitlement shall not exceed a maximum of **fifteen (15)** weeks pay.

16.03 Notice - In the event of such a closure, full or partial, employees affected will be given sixty (60) days notice.

16.04 Layoff/Termination - An employee may choose layoff and be placed on the recall list. Severance will become due at the end of the layoff period or if the employee elects to terminate during the layoff period.

16.05 Compounding – It is not the intent to compound any of the severance entitlements.

ARTICLE 17 - GENERAL PROVISIONS

17.01 Union Reps Access to Employer Premises - Official Union representatives shall obtain access to the Employer's premises during normal hours of operation for the purpose of this Agreement by written permission which will be granted by the Employer on request and subject to such terms and conditions as may be laid down by the Employer.

17.02 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 anyway authorize, encourage or participate in any strike, walkout, suspension of work, or slow down on the part of any employee or group of employees during the life of this Agreement until all provisions of this Agreement relating to grievance and arbitration procedure have been complied with, unless failure to comply with such procedure is due to any act or refusal to act or misconduct of the Employer.

17.03 Signing Authority - The Union agrees to advise the Employer of the names of the persons who have authority to sign Agreements on behalf of the Local Union.

17.04 Revision of Rates - It is agreed and understood that no new upward or downward revision of rates will be established by the Employer without mutual agreement with the Local Union except as elsewhere provided in this Agreement.

17.05 Lapel Pins/Decals - Union members may wear a Union Lapel Pin and HG Insurance Agencies agrees to display an appropriate decal in a mutually agreeable location on the premises. The decal will be replaced at Employer's cost if damaged or destroyed.

17.06 Progressive Discipline -

(a) The value of progressive discipline with the aim of being corrective in application is recognized by both parties.

(b) **Right to Representation** - Should it be necessary to discuss with an employee a matter which could result in disciplinary action being taken, such discussion will be conducted in the presence of an Office Committee member unless specifically requested otherwise by the employee.

(c) **Verbal Warning** - The substance of the Employer's complaint will be discussed with the employee to determine if discipline is warranted. If discipline is warranted, it shall be in the form of a verbal warning and shall be noted on the employee's personnel record.

(d) **Written Warning** - If subsequent disciplinary action is necessary, on the same matter, it will be presented to the employee in writing.

(e) **Just Cause** - This procedure does not prevent the Employer from suspending or dismissing an employee for just cause.

(f) **Discipline on the File** - When discipline is to be recorded in an employee's file, the employee may sign a form indicating awareness of such discipline.

(g) **Personnel Files** - Employees shall have the right to review their personnel files upon reasonable notice, and in the presence of a Supervisor.

(h) **Removal of Discipline** – All notes, warnings and suspensions shall be removed from the employee's file after **twenty-four (24)** months if discipline free during the **twenty-four (24)** month period.

17.07 Union Bulletin Board - The Employer shall supply an adequate official bulletin board for the use of the Committee in posting official notices.

17.08 Notification of Promotions - Once each month, if applicable, the Employer shall notify the Union in writing of all promotions, hirings, layoffs, transfers, recalls and terminations of employment within the bargaining unit.

17.09 Safety and Health - The Employer shall provide adequate conditions including proper lighting, heating, ventilation and washroom and lunchroom facilities.

HG Insurance Agencies will ensure all work stations and areas of the workplace are ergonomically designed, set up and equipped as such at the time of renovations. Areas of concern will be assessed and corrected as soon as possible. Health and Safety Committee will review ongoing.

Unsafe Equipment/Conditions - No employee shall be expected to work with unsafe equipment or under unsafe conditions. An employee who has reasonable cause to believe that unsafe conditions exist shall report same immediately and such conditions shall be investigated by the Manager together with a Union Committee member and rectified as soon as possible.

17.10 (a) **In-House Benefits-** Service charges for two (2) membership accounts shall not be charged to employees. Administration charges for operating all other accounts within the Credit Union shall be at the Credit Union's cost (i.e. registration of legal documents).

(b) **Mortgage Option -** Employees who choose Heritage Credit Union Open Mortgage option at time of renewal or issue, will be given the lowest staff discount mortgage rate available.

(c) Employees choosing the Open Mortgage shall have the option to reduce staff mortgage / loan interest rates once during the mortgage term or choose a fixed term staff mortgage at no cost or penalty.

(d) Staff discount mortgage rates are discounted from posted rates as follows:

1 Year	1.25%
2 Year	1.50%

3 Year	1.75%
4 Year	1.75%
5 year	1.75%

(e) Personal loans / lines of credit / open mortgages at Central One Credit Union prime rate minus (-) .50%.

(f) Fixed Rate Investments - .25% greater than the posted rate for all deposits, which may start at a minimum of one hundred dollars ($100.00).

(g) Insurance Products: Employees shall receive a fifty (50) percent reduction on commission charged upon personal lines insurance policy purchased from HG Insurance Agencies. For the purposes of this clause, personal lines are defined as policies which cover the employee's primary residence, recreational vehicles, motorhomes, campers and boats, but does not include rental properties or any vehicles normally covered by ICBC.

The above (d) and (f) are effective the date of ratification.

17.11 Safety Deposit Box - Employees shall be entitled to a small safety deposit box or equivalent credit towards a larger box.

17.12 Employment Standards Act - This Collective Agreement incorporates as minimum standard contractual terms all provisions of the Employment Standards Act.

17.13 Foreign Currency:

(a) All employees shall be entitled to purchase US funds, for personal use, at the Central One Credit Union buy rate.

(b) All employees shall be entitled to purchase foreign currency for personal use at the preferred rate, if available.

17.14 Line of Credit/Personal Loans - All employees shall be entitled to apply for Credit Line Accounts at Central One Credit Union prime upon signing a contract at current rate and a side agreement which acknowledges that this contract will become null and void if:

(a) account becomes delinquent in excess of thirty (30) days, or
(b) notice of termination has been issued.

All employees shall be entitled to apply for Credit Line Accounts described in Clause 17.10 (e) above.

17.15 Personal Vehicle Rates -

(a) Use of a personal vehicle shall be paid at the same rate as for Management and Board of Directors in accordance with Board Policy.

(b) Mileage reimbursement to attend education/training courses on an employee's day off, shall be calculated from the employee's residence.

(c) An employee who reports to work at a facility and who is, in the same day, subsequently required to go to another facility to work shall be paid mileage for the distance between the two facilities.

(d) A Full-time or Part-time employee who is required by the Employer to report to a facility other than their normal work location shall be paid mileage.

17.16 Humanity Fund - **$0.02/hr** per employee paid by the employee. The Employer will deduct **$0.02** per hour from the wages of all employees in the bargaining unit for all hours worked and on May 15th and November 15th pay the amount deducted to United Steelworkers National Office, 800 – 234 Eglington Avenue East, Toronto, Ontario, M5P 1K7 and to advise in writing to both the Humanity Fund at the aforementioned address and the local union that payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.01 Outline of Steps - The Employer and the Union mutually agree that, when a grievance arises it shall be dealt with without stoppage of work in the following manner:

Step 1 The individual employee, with or without a Job Steward, shall first take up the matter with the Supervisor in charge of the work within fourteen (14) calendar days, or within fourteen (14) calendar days from when the employee became aware.

Step 2 If a satisfactory settlement is not then reached, it shall be reduced to writing by both Parties, when the same employee and the Committee shall take up the grievance with the Office or Branch Manager. If desired, the Union Business Agent shall accompany the Committee.

Step 3 If the grievance is not then satisfactorily solved, it shall be referred to an authorized representative of the Union and the Management.

Step 4 If a satisfactory settlement is not then reached, it shall be dealt with by arbitration, hereinafter provided.

18.02 Grievance Abandonment - If a grievance has not advanced to the next stage under Step 2, 3 or 4, within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Committee, the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible. In the event the Employer is unable to comply with the time limits they will notify the Union.

18.03 Right to Refer - The Employer or the Union shall have the right to refer any dispute regarding the interpretation, operation, or any alleged violation of this Agreement to the other Party at Step 3 of the foregoing.

18.04 Extension of Time Limits - The time limits set forth in this Article may be extended by written mutual agreement between the Union and the Employer.

ARTICLE 19 - ARBITRATION

19.01 Procedure - When any difference arises between the Parties as to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable or not, the matter may be referred by either Party to arbitration.

The Parties to this Agreement hereby agree to use the service of a single arbitrator as a means of settling grievances and disputes.

19.02 Notification - The Party desiring arbitration under this article will notify the other Party, in writing, in accordance with the provisions of **Article** 18.01, Step 4. The notice shall set out the question(s) in the opinion of the Party seeking arbitration, to be arbitrated.

19.03 Appointment of Arbitrator - The Parties to the dispute will thereupon within ten (10) working days decide upon an arbitrator. Failing agreement upon a person willing to act, either Party may apply to the Collective Agreement Arbitration Bureau to appoint an arbitrator.

19.04 Time Limit for Arbitrator - Upon agreed appointment of an arbitrator, the arbitrator shall hear the Parties, settle the terms of the question to be arbitrated if necessary, deliver his award in writing to each of the Parties, and the award shall be final and binding on the Parties. The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

19.05 Cost/Expenses of Arbitrator - Each Party shall pay their own costs and expenses of the arbitration and one-half the remuneration and expenses of the arbitrator.

ARTICLE 20 - DURATION OF AGREEMENT

20.01 Length of Agreement - The Parties hereto mutually agree that this Agreement shall be effective from and after the 1st day of June, **2021** to midnight the 31st day of May **2024.** This Agreement shall continue thereafter from year to year unless written notice of contrary intention is given by either Party to this Agreement within four (4) months immediately preceding the date of expiry of the Agreement. The notice required hereunder shall be validly and sufficiently served at the head office of HG Insurance Agencies or Steelworkers Local 1-405 within the four (4) month period immediately preceding the expiry date of the Agreement. If no Agreement is reached at the expiration of this Agreement and negotiations are continued, this Agreement shall remain in force up to the time an Agreement is reached or until negotiations are discontinued by either Party.

The Parties hereto agree that the operation of Section 50(2) of the Labour Relations Code is excluded from and is not applicable to this Agreement.

DATED this 9th day of July, **2021**.

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
HG Insurance Agencies

PAY GRID

Effective: 01-Jun-21
Increase: 2%

		START	6 Mth	12 Mth	18 Mth	24 Mth	30 Mth	36 Mth
Trainee	Hourly	20.68						
	Salary	3,226	n/a	n/a	n/a	n/a	n/a	n/a
General Bookkeeper, Receptionist Clerk	Hourly	24.72	25.34	25.95	26.64	27.37	28.00	28.65
	Salary	3,856	3,953	4,048	4,156	4,270	4,368	4469
Level I	Hourly	24.72	25.34	25.95	26.64	27.37	28.00	28.65
	Salary	3,856	3,953	4,048	4,156	4,270	4,368	4469
Level II	Hourly	30.79	31.22	31.70	32.07	32.49	32.92	33.32
	Salary	4,803	4,870	4,945	5,003	5,068	5,136	5,198

PAY GRID

Effective: 01-Jun-22
Increase: 2%

		START	6 Mth	12 Mth	18 Mth	24 Mth	30 Mth	36 Mth
Trainee	Hourly	21.09						
	Salary	3,291	n/a	n/a	n/a	n/a	n/a	n/a
General Bookkeeper, Receptionist Clerk	Hourly	25.21	25.85	26.47	27.17	27.92	28.56	29.22
	Salary	3,933	4,032	4,129	4,239	4,355	4,455	4,559
Level I	Hourly	25.21	25.85	26.47	27.17	27.92	28.56	29.22
	Salary	3,933	4,032	4,129	4,239	4,355	4,455	4,559
Level II	Hourly	31.41	31.84	32.33	32.71	33.14	33.58	33.99
	Salary	4,899	4,968	5,044	5,103	5,170	5,238	5,302

PAY GRID

Effective: 01-Jun-23
Increase: 2%

		START	6 Mth	12 Mth	18 Mth	24 Mth	30 Mth	36 Mth
Trainee	Hourly	21.52						
	Salary	3,356	n/a	n/a	n/a	n/a	n/a	n/a
General Bookkeeper, Receptionist Clerk	Hourly	25.72	26.36	27.00	27.72	28.48	29.13	29.81
	Salary	4,012	4,113	4,212	4,324	4,442	4,544	4,650
Level I	Hourly	25.72	26.36	27.00	27.72	28.48	29.13	29.81
	Salary	4,012	4,113	4,212	4,324	4,442	4,544	4,650
Level II	Hourly	32.03	32.48	32.98	33.37	33.80	34.25	34.67
	Salary	4,997	5,067	5,145	5,205	5,273	5,343	5,408

PAY GRID - NEW HIRES EFFECTIVE 2015

Effective: 01-Jun-21
Increase: 2%

		START	12 Mth	24 Mth	36 Mth
Trainee	Hourly	20.68			
	Salary	3,226	n/a	n/a	n/a
General Bookkeeper, Receptionist Clerk	Hourly	24.72	25.95	27.37	28.65
	Salary	3,856	4,048	4,270	4469
Level I	Hourly	24.72	25.95	27.37	28.65
	Salary	3,856	4,048	4,270	4469
Level II	Hourly	30.79	31.70	32.49	33.32
	Salary	4,803	4,945	5,068	5,198

PAY GRID - NEW HIRES EFFECTIVE 2015

Effective: 01-Jun-22
Increase: 2%

		START	12 Mth	24 Mth	36 Mth
Trainee	Hourly	21.09			
	Salary	3,291	n/a	n/a	n/a
General Bookkeeper, Receptionist Clerk	Hourly	25.21	26.47	27.92	29.22
	Salary	3,933	4,129	4,355	4,559
Level I	Hourly	25.21	26.47	27.92	29.22
	Salary	3,933	4,129	4,355	4,559
Level II	Hourly	31.41	32.33	33.14	33.99
	Salary	4,899	5,044	5,170	5,302

PAY GRID - NEW HIRES EFFECTIVE 2015

Effective: 01-Jun-23
Increase: 2%

		START	12 Mth	24 Mth	36 Mth
Trainee	Hourly	21.52			
	Salary	3,356	n/a	n/a	n/a
General Bookkeeper, Receptionist Clerk	Hourly	25.72	27.00	28.48	29.81
	Salary	4,012	4,212	4,442	4,650
Level I	Hourly	25.72	27.00	28.48	29.81
	Salary	4,012	4,212	4,442	4,650
Level II	Hourly	32.03	32.98	33.80	34.67
	Salary	4,997	5,145	5,273	5,408

LETTER OF UNDERSTANDING #1

BETWEEN:

HG INSURANCE AGENCIES

AND:

STEELWORKERS LOCAL 1-405

ADDITIONAL SCHEDULED WORK

The two Parties agree that "additional" scheduled work (one (1) day or more and less than four (4) months) for regular part time employees will be distributed in the following manner:

1. Part time employees will have preference over casuals for "additional" scheduled work (one (1) day or more and less than four (4) months).

2. Employees will have preference for all additional scheduled work in any office, HG Insurance Agencies at both Castlegar locations and Slocan Valley. (Employees picking up additional work in other offices will not be entitled to overtime, travel costs, etc.)

3. Additional scheduled work will be distributed by seniority starting with Regular Part time and continuing to casuals. If no one is available the most junior casual employee will work.

4. Regular part time employees shall commit to periods of one (1) month. As part of that process, the employee will be permitted to indicate days within the one month window where he/she will be unavailable for personal reasons. The Parties agree that an employee should make every reasonable effort to schedule personal appointments outside the regular hours of work, where possible.

5. Once an employee has committed to doing additional scheduled shifts for that time period, they must remain committed to that work, subject to entitlement under the Collective Agreement.

6. Part time employees who are not scheduled to work but have indicated availability will be called for unscheduled hours.

7. **For regular part-time employees, scheduled for less than 60 hours per month, a percentage in lieu of statutory holiday pay, vacation pay, ATO and benefits is paid each pay period.**

8. **For regular part-time employees, regularly scheduled for 60 hours per month or more, vacation pay and sick leave entitlement for additional hours worked shall be calculated at the end of each month.**

DATED this 9th day of July, **2021**.

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
HG Insurance Agencies

LETTER OF UNDERSTANDING #2

BETWEEN:

HG INSURANCE AGENCIES

AND:

UNITED STEELWORKERS LOCAL 1-405

TRAINING

A training program incorporating the following principals shall be provided as mutually agreed upon between the Union Committee and Management.

Training shall be defined as any theoretical and/or practical training given by the Employer with a view to enabling the employees to perform effectively a function, duty or set of functions or duties relating to HG Insurance Agencies business.

Training is intended so there will be employees qualified for future vacancies, both permanent and temporary:

i) educational opportunities will be based on seniority,

ii) to ensure all bargaining unit positions have "spares",

iii) courses required to meet these goals will be paid for by the Employer,

iv) for the purposes of studying for Level I and Level II examinations, two (2) paid days will be scheduled by mutual agreement between the employee and the Employer for such correspondence course.

With prior approval the HG Insurance Agencies will pay only for the cost of the Immersion Course. and the Employee may apply for a Leave of Absence as per Article 9.06.

This Letter of Understanding will continue to be in effect upon Contract expiry and remain in effect during subsequent Contracts until such time as the two Parties negotiate otherwise.

DATED this 9th day of July, **2021.**

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
HG Insurance Agencies

LETTER OF UNDERSTANDING #3

BETWEEN:

HG INSURANCE AGENCIES

AND:

UNITED STEELWORKERS LOCAL 1-405

RE: FIVE (5) DAY OPERATION

The Employer agrees that it will enter discussions with the Union and attempt to resolve any problems in contract language arising prior to the implementation of a five (5) day work week.

A committee of three (3) members of each Party shall meet and recommend to their respective principals any resolve to the problems that have arisen.

To facilitate the process of discussion, the Employer will give the Union ninety (90) days notice prior to the implementation of a five (5) day work week.

DATED this 9th day of July, **2021.**

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
HG Insurance Agencies

Originally signed Feb. 10/95
Rewritten and agreed by parties, Oct. 8, 2009

LETTER OF UNDERSTANDING #4

BETWEEN:

HG INSURANCE AGENCIES

AND:

UNITED STEELWORKERS LOCAL 1-405

RE: CONTRACTING OUT

At the time of signing this Agreement it is not the intent of the Employer to contract out work of the Bargaining Unit. However, should the Employer contract out work during the life of this Agreement, such as to directly result in layoffs, the Employer agrees to abide by the process outlined in Article 15.01 through 15.06.

DATED this 9th day of July, **2021**.

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
HG Insurance Agencies

Renewed by parties Oct. 7, 2009

LETTER OF UNDERSTANDING #5

BETWEEN:

HG INSURANCE AGENCIES

AND:

UNITED STEELWORKERS LOCAL 1-405

RE
JOB SHARING

1. The Employer will consider all serious proposals for job sharing from employees.

   The Employer agrees that, through the Joint Labour Management Committee, it will seriously review the concept of job sharing. It is understood that the review will include but not be limited to the following factors:

   No increased costs
   No reduction in service
   Job performance of those directly involved
   Attendance records of those directly involved
   Appropriateness of particular job to be shared
   Sunset trigger for either or both parties without repercussions.

2. Each proposal will be submitted by the incumbent to the Manager and shall be considered individually and on its own merits. The Employer shall make every effort to accommodate the employee's request to job share. Reason for denied requests will be disclosed to both employees and can be referred to Labour/Management Committee.

3. The Employer will post job sharing opportunities in accordance with Article 14 of the Collective Agreement.

4. Once the candidate selection is completed the job share partners will forward the specifics of the job share arrangement to the Manager, including the following:

   a. written statement signed by both partners requesting a job share.
   b. identification of how job duties and responsibilities will be shared.
   c. identification of how workload priorities will be determined by partners on an on going basis.
   d. preferred start date.
   e. preferred work schedule.

5. A job share is a work arrangement in which two (2) qualified employees share fifty percent (50%) each of all responsibilities of one (1) full time position or any other percentage as mutually agreed.

   (a) It is understood since Job Share employees will be working fifty (50%) percent of a full time position only, there will be no switching of days, same as a regular full time employee.

6. Performance appraisals will continue to be done on an individual basis.

7. The employees involved in a job share must be compatible. Their attendance record will be considered for approval of job share.

8. The employees must also agree with the intricacies, duties and responsibilities of the job share.

9. The employees must be qualified to perform all the duties and responsibilities of the posting being shared.

10. Coverage will be provided by part timers as per Article 5.03 (c) and casuals as per Article 5.04.

    (a) Job share employees who are not scheduled to work, but have indicated availability, will be offered additional work, after all other employees.

    (b) Job Share Relief - Job share employees will have the first opportunity to relieve their partner otherwise a part-time or casual employee will pick up the additional work.

11. The employees must understand that the actions of one employee may affect the other on the job share.

12. There will be a trial period of three (3) months, employees could then revert back to previous positions held including back-up positions. This may be initiated by either the employee or Employer.

13. If a job share is terminated for any reason it will automatically revert to the full time regular position. The original employee of the full time regular position must revert to the full time regular position. If the original employee of the full time regular position leaves the employment of the Employer, the position will then be posted as per the Collective Agreement, Article 14.01, Job Posting and Article 12.02 Seniority.

    If the remaining job share employee is not successful in posting to the full time position then the employee will return to the position held prior to going into the job share. The employee is considered to be in motion and may go where their seniority takes them, as per the Collective Agreement.

14. An employee will maintain seniority as per start date, with no loss of seniority in a job share. Each employee on a job share will return to the status the employee held prior to the job share. except as below. Example: a full time employee will return to full time seniority. A part time regular employee will return to part time regular seniority. Casual employees who are successful on a job share posting will be entered onto the Part-time seniority list effective the start date of the Job Share and will retain this part-time seniority if, and when, the Job Share is terminated..

15. Communication about the work in progress shall be kept in a mutually acceptable and workable format as approved by Management.

16. Training procedures, policies, etc. must be communicated to each other (it may be necessary to spend some of your off work time discussing work related issues with job share partner).

17. The work schedule of the job share position must remain the same as if the position was not job shared. The Employer and job share employees may agree on a schedule not to exceed one (1) week off, one (1) week on.

18. Each job share agreement will be reviewed once per year by Management, Supervisor and job share partners.

19. Job share partners are not eligible to jointly apply for any other positions.

20. In order to post on any other positions, notice of intent to terminate the job share must be given, if either job share partner is awarded a posting.

21. If a full time position becomes vacant as a result of a job share agreement, that position will be posted as a permanent position.

22. Salary will be on the basis of the hourly rate derived from the total of the current bi-weekly salary divided by 72.

23. For promotional increases, an employee entering a job share will be at the appropriate salary range at a step in length of service consistent with the employee's length of accumulated service based on days

worked. (When moving to a higher position, Article 11.08 will apply).

24. Statutory pay to be added to salary as per Collective Agreement (4.8%).

25. Each employee will receive fifty (50%) percent of ATO and floaters. Paid vacation will be based on entitlement and relative percentage.

26. If the employee wishes to maintain all benefits under Article 10 - Benefits, fifty (50%) percent of benefits shall be paid by the Employer, fifty (50%) percent by the employee. The Employer will continue to provide Life Insurance and AD&D coverage based on each employee's salary.

27. Sick leave will be accrued on a pro-rated basis. Job share employees will accrue three and three-quarters (3.75) hours per month, which would be six (6) days per year.

28. For salary progression, employees will progress through the salary steps as per Collective Agreement Article 11.08. Based on days worked, one hundred twenty (120) days equals six (6) months.

29. After one (1) year any qualified employee will be enrolled in the Central One Credit Union Pension Plan (if not already enrolled) with the employees and Employer paying the current rate.

30. Any job share may be terminated by the Employer or either job share partners upon twenty (20) working days written notice. Notice must state reason for termination.

Where the mutually agreed percentage share is something other than 50/50, all provisions of this Letter of Understanding which reference a 50/50 share will be pro-rated to the agreed percentages.

This Letter of Understanding may be amended by the Parties at any time by mutual agreement.

DATED this 9th day of July, **2021**.

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
HG Insurance Agencies

LETTER OF UNDERSTANDING #6

BETWEEN:

HG INSURANCE AGENCIES

AND:

UNITED STEELWORKERS LOCAL 1-405

EDUCATION FUND

1. The Employer will pay to the United Steelworkers Local 1-405 the sum of three cents ($.03) per hour for all hours worked by members of the bargaining unit, such money to be used by the United Steelworkers in the education of its Union members.

2. The Employer will remit these funds to the Union semi-annually, effective June 30th and December 31st of each year.

3. This program replaces the Letter of Understanding for Joint Training previously in place between the Parties.

DATED this 9th day of July, **2021**.

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
HG Insurance Agencies

Parties agreed to delete LOU on Joint Training and replace it with the Education Fund LOU, on October 20, 2009

LETTER OF UNDERSTANDING #7

BETWEEN:

HG INSURANCE AGENCIES

AND:

UNITED STEELWORKERS LOCAL 1-405

SPLIT VACATION DAY

1. In order to accommodate short periods of time off for personal reasons, employees will be permitted to split **four (4)** vacation days of **30** hours into segments of one half (½) hour or more.

2. There will be no carry-over of hours from year to year.

3. All hours split in this fashion must be used by December 31st of the current year. This split vacation day will count as one of the Employee's individual days off.

4. This Letter of Understanding will apply to the Job Share Agreement in place in January of 2008.

5. Future Job Shares will be permitted to split **four (4)** days, or **fifteen (15)** hours each.

DATED this 9th day of July, **2021.**

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
HG Insurance Agencies

LETTER OF UNDERSTANDING #8

BETWEEN:

HG INSURANCE

AND:

UNITED STEELWORKERS LOCAL 1-405

RE:

ARITCLE 14.01 (a) – JOB POSTINGS

1. The Employer and the Union have agreed that the "branch" location will be added to postings notices.

2. The parties may mutually agree to establish a position that is regularly scheduled to work in more than one branch location.

DATED this 9th day of July, **2021**.

Signed on behalf of
United Steelworkers Local 1-405

Signed on behalf of
HG Insurance Agencies