

# **COLLECTIVE AGREEMENT**

Between

**Coastal Community Insurance Services**



And



**(Canadian Office and Professional Employees Union, Local 378)**

**Term: January 1, 2017 to December 31, 2019**

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**BETWEEN: Coastal Community Insurance Services**  
(hereinafter referred to as the "Employer")

***Party of the First Part:***

**AND: MoveUP**  
**(Canadian Office and Professional Employees Union, Local 378)**  
(hereinafter referred to as the "Union")

***Party of the Second Part:***

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## **ARTICLE 1 – PURPOSE**

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

## **ARTICLE 2 – UNION SECURITY AND RECOGNITION**

- 2.1** This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the Labour Relations Code and shall be binding on the Employer and the Union and their respective successors and assigns.
- 2.2** All employees covered under this Agreement who are members of the Union shall, as a condition of employment, remain members of the Union.
- 2.3** All employees hired subsequent to the signing date of this Agreement shall, as a condition of employment, become and remain members of the Union within thirty (30) days from the date of employment.
- 2.4** The Employer will honour written assignments of wages for union dues, initiation fees and general membership assessments and shall remit such to the union monthly together with the following information as to the persons from whose pay such deductions have been made:

- a) Name
- b) Monthly Salary
- c) Amount of dues deducted
- d) Job Classification
- e) Employee Status
- f) Date of Hire
- g) New Hires
- h) Terminations

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

### **ARTICLE 3 – UNION AND EMPLOYER REPRESENTATION**

#### **3.1 Recognition of Union Executive Board Members, Councillors, Job Stewards and Union Representatives**

The Employer will recognize individuals and/or employees elected, appointed, and/or designated by the Union as its qualified Executive Board Members, Councillors, Job Stewards and Union Representatives. The Union may identify one Job Steward as the Chief Steward.

The Union will notify the Employer in writing as to who are the elected, appointed and/or designated Executive Board Members, Councillors, Job Stewards and Union Representatives authorized by the Union to discuss and wherever possible resolve problems arising out of the Collective Agreement.

In the event that an alternative to the Job Steward is assigned by the Union to discuss and, wherever possible, resolve a problem arising out of the Agreement, reasonable notice will be provided in advance by the Union to the Employer.

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

The duties and responsibilities of Job Stewards shall include the following activities:

- (a) Investigation of complaints grievances, including making presentations to management as required.
- (b) Posting notices relating to meeting, dues, entertainment, health and safety and general Union information and activities on the Union's Bulletin Boards as provided under Article 15.1.
- (c) Participation in collective bargaining, and/or arbitration proceedings when directed by the Union.
- (d) Participation in the administration of the Union as may be required for Union Executive Meetings and Job Steward Meetings.
- (e) Briefing time of up to one (1) hour prior to grievance meetings as set out under

the Grievance Procedure.

- 3.2** The Job Steward(s) may, within reason, carry out their duties in Article 3.1 Rights of Job Stewards (a), (b), and (e) above, without loss of pay, during regular business hours and it shall be considered as time worked. Time spent by Job Stewards beyond their regular working hours will not be paid by the Company. Before carrying out the duties relating to 3.1(a), (b), and (e), during regular working hours, the Job Steward will first obtain permission from the manager or their designate at their location. Such permission will not be unreasonably withheld. It is understood that the Job Steward will carry out their duties in a manner as to cause a minimum of interference to normal job duties and business operations.

### **3.3 Committees**

- a) Each Party to this Agreement shall appoint a Standing Committee.
- b) The Union's Committee shall be composed of not more than three (3) regular employees who have completed their probationary period and are Union members.
- c) Each Party shall notify the other by letter of the names of their Committee members and any changes which may take place from time to time.
- d) The purpose of the Standing Committee shall be to meet together at the request of either Committee to discuss matters related to the administration of the Collective Agreement and to attempt to resolve any problems that may arise or can be foreseen. A decision by the Union's Standing Committee must be confirmed by an Official Representative of the Union, to bind the Union.
- e) The Parties agree to appoint members of the Standing Committee pursuant to article 3.3 within one month following ratification of a renewal Collective Agreement. Meetings will be scheduled to take place in February, June and October of each year although more frequent meetings may be held if the parties are agreed that there are sufficient issues which necessitate the need for additional meetings.
- f) The Parties also agree to set agenda items for each meeting and to exchange agenda items for discussion at upcoming meetings in advance of such meetings. Agenda items must be exchanged no later than two (2) weeks prior to the date of the scheduled meeting. This does not preclude the discussion of any issue which either Party may view as requiring immediate review. However, the Parties agree to make every reasonable effort to exchange agenda items in advance. Agenda items will include matters such as Management Performing Bargaining Unit Work, Work Loads and Respectful Work Environment, Expressions of Interest, Job Postings, Benefit Program Review, and Rights of Job Stewards.
- g) The Employer will provide workshops regarding respectful work environments. The Union's Representative may attend such meetings.

### **3.4 a) Union Management Consultation**

Coastal Community Insurance Services and the Union recognize the benefits of establishing a mechanism for the ongoing discussion of a variety of issues which may be of interest to both and the benefits that open and early discussions is a positive step in building a stronger relationship between both parties.

### **b) Objectives and Functions**

The union-management consultation mechanism will provide a process whereby representatives from union and management will meet from time to time to discuss issues of interest and/or concerns.

This process is one in which the parties seek information, provide advice and exchange views on specific matters; it is a means of fostering understanding of the other parties' concerns and particular views pertaining to specific issues and developments within the business. The consultation process allows the parties the opportunity to develop meaningful dialogue, to bring forth their particular points of view, and in a spirit of good faith, attempt to find solutions to concerns and issues raised by each party.

The main objective of union-management consultation is to provide an effective ongoing communication vehicle between union and management which facilitates discussion of issues, if not resolution.

Union-management consultation does not imply any agreement on issues discussed nor does it in any way interfere with the management's authority or obligation to manage, or the union's legal rights under the Labour Relations Code of British Columbia, or the Collective Agreement.

### **c) Matters for Discussion**

Since the purpose of the union-management consultation process is to reduce tension and promote understanding between the parties, generally there shall be no limitation on the issues that may be raised in consultation. However, it is recognized that this process is intended for the sharing of ideas and information at the earliest possible time and as such operational initiatives and customer service issues including hours of operation, and matters pertaining to issues related to mergers and acquisitions are generally seen as appropriate topics for discussion.

### **d) Meetings**

Meetings will be scheduled once every four (4) months although more frequent meetings may be held if the parties are agreed that there are sufficient issues which necessitate the need for additional sessions.

e) **Participants**

The total number of official Union and Employer representatives will not exceed eight (8), four (4) from the union and four (4) from the Employer. Official Union Representatives to this process will be named by the Union and will include the Union's Business Representative.

Other advisers, observers, and visitors may attend the consultation meetings but only with the concurrence of both the union and the Employer; these persons will not be able to actively participate in the proceedings except with the agreement of both the union and the Employer.

f) **Procedures**

The Employer and the Union shall establish a pre-determined schedule of meetings for each calendar year. In advance of each meeting the parties may each submit issues for discussion. An agenda will be prepared and circulated at least fourteen (14) days in advance of each meeting; if there are papers, memoranda or reports related to the items(s) on the agenda, they should be distributed at the same time as the agenda.

During the course of the meeting a non-adversarial climate should be maintained, therefore, formal proceedings such as motions and votes will not be utilized.

g) **Minutes**

Minutes will be distributed by the Employer to all participants following each consultation meeting. The minutes will show clearly what subjects were discussed and by whom, the essence of the discussion by each party, and any subsequent position(s) or decision(s) taken, including the "Status" of the issue.

## **ARTICLE 4 – RIGHTS OF THE EMPLOYER**

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

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

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

## **ARTICLE 5 – DEFINITION OF EMPLOYEES**

### **5.1 Probationary Period**

All regular employees shall be considered probationary for the first ninety (90) working days of employment. This period may be extended by mutual agreement between the Employer and the Union.

Each new employee shall be provided a letter of engagement and a listing of all the Job Stewards and the Job Steward at the appropriate branch will be notified of the new employee's name.

Each new employee will be provided with a one (1) hour orientation period within one (1) month of the employee's initial hire. This orientation period will be conducted on the Employer's premises within the normal working day at mutually agreeable time by an elected Job Steward.

The Union will advise the Employer of the name of the Job Steward, at the branch where the new employee is working, who will conduct the orientation referred to above.

### **5.2 Full-time Regular**

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

### **5.3 Temporary**

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

### **5.4 Part-time Regular**

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

## **ARTICLE 6 – HOURS OF WORK AND OVERTIME**

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



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

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

(c) Extended Hours of Operation – Relationship Centre

The Relationship Centre will have extended hours of operation between the hours of 7:30 am and 8:30 pm.

Any shift work ending after 6:15 pm up to and including 8:30 pm, will be paid a shift premium of five percent (5%) above the employee's regular rate for all hours worked beyond 6:15 pm.

- 6.2** A one-half (1/2) hour lunch period will be provided and taken within the three (3) hours in the middle of the regular working day - precise time to be arranged between the Employer and the employee.

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

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

**6.4 Overtime Premiums**

- (a) Time worked in excess of the standard day shift shall be paid for at time and one-half (1½) the employee's straight time hourly rate for the first three (3) hours and two (2) times the straight time hourly rate thereafter.
- (b) Time worked by an employee on the employee's scheduled day off shall be paid for at time and one-half (1½) the employee's straight time hourly rate for the first two (2) hours and two (2) times the straight time hourly rate thereafter.
- (c) Time worked on a Sunday where it is a normal day off shall be paid for at two (2) times the employee's straight time hourly rate.
- (d) Time worked on a holiday provided for in Article 7 or a day in lieu of such holiday shall be paid for at two (2) times the employee's straight time hourly rate, plus one (1) day's regular pay.

(e) **Call-outs**

An employee called back to work after having completed a regular day's work, or from a regular day off, or from vacation shall be paid at the applicable overtime premium specified in this Section for a minimum of four (4) hours or for time worked, whichever is greater. Travel time to and from the employee's residence will be considered time worked.

(f) Overtime work must be authorized by the Manager or their authorized representative.

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

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

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

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

## **ARTICLE 7 – STATUTORY HOLIDAYS**

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

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

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

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

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

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

## **ARTICLE 8 – ANNUAL VACATION AND SUPPLEMENTARY VACATIONS**

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

- (d) Each employee who completes ten (10) years' service shall receive twenty-five (25) working days paid vacation. Pay for such vacation shall be at the employee's current salary or ten percent (10%) of gross earnings for the period in which vacation was earned, whichever is greater.
- (e) Each employee who completes fifteen (15) years' service shall receive thirty (30) working days paid vacation. Pay for such vacation shall be at the employee's current salary or twelve percent (12%) of gross earnings for the period in which vacation was earned, whichever is greater.
- (f) Each employee who completes twenty-five (25) years' service shall receive thirty-five (35) working days paid vacation. Pay for such vacation shall be at the employee's current salary or fourteen percent (14%) of gross earnings for the period in which vacation was earned, whichever is greater.
- (g) Part-time employees will have vacation accrual paid each pay period.
- (h) Regular part-time employees shall have the option either of having vacation pay added to each pay cheque or having vacation pay accrued and paid out on June 1<sup>st</sup> or December 1<sup>st</sup> of any calendar year, provided the employee notifies the Employer on the time sheet no later than two (2) weeks in advance of withdrawal of these funds.
- (i) Each regular part-time employee must make a declaration prior to the commencement of each calendar year as to which option the employee chooses. If no declaration is made, then the option chosen for the previous calendar year shall apply. New regular part-time employees shall make their selection at the time of employment.
- (j) One (1) week's vacation equals seven (7) calendar days.

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

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

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

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

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

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

(a) There must be special circumstances warranting the banking of vacation, i.e. normal practice shall require the use of vacation entitlement in accordance with the schedule.

(b) The banked vacation shall be taken at a time mutually agreed upon.

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

**8.6 Supplementary Vacation Plan**

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

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

(b) The supplementary vacation may be taken in conjunction with the regular vacation to which the employee is entitled, provided such regular vacation is not scheduled to be taken during the months of July and August, in which event the supplementary vacation shall be taken at a time to be agreed upon by the Employer and the employee.

- (c) The supplementary vacation must be taken prior to the employee becoming eligible for their next earned period of supplementary vacation, as provided in paragraph (a) above.
- (d) For full-time employees five (5) working days supplementary vacation pay shall be equal to one (1) week's salary of the employee's regular job at the time the vacation is taken. For part-time employees one (1) week supplementary pay shall be equal to the employee's average weekly earnings for the fifty two (52) weeks preceding the request for payment of supplementary vacation pay. Part-time employees will be paid out supplementary vacation described in Article 8.6(c) above at or near the anniversary date unless otherwise notified by the employee. Should the employee notify otherwise, the employee will advise the payroll team when the supplementary vacation pay is to be paid.

The Employer will provide notice to employees thirty (30) days prior to their tenth (10<sup>th</sup>) anniversary of the upcoming payment.

## **ARTICLE 9 – LEAVE OF ABSENCE**

### **9.1 Union Business**

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

### **9.2 Bereavement Leave**

In case of death in the immediate family of a full-time or part-time regular employee, the employee shall be granted leave of absence without loss of pay for five (5) consecutive working days immediately following or within a reasonable period of time following the death. Immediate family is defined as the employee's spouse, fiancé, children step-children, foster children, parent, step-parents, sibling, or step-sibling. Such employees shall be granted leave of absence without loss of pay for three (3) consecutive working days immediately following or within a reasonable time following the death of the employee's parent-in-law, sibling-in-law, grandparents and grandchildren. Such employees shall be entitled to up to two (2) extra consecutive days with pay if attending a funeral out-of-town. Out-of-town means the requirement of total travel time in excess of six (6) hours. In the case of grandparents-in-law, niece and nephew, one (1) working day leave of absence shall be granted upon request. The leave of absence will not be charged against paid sick leave or annual vacation entitlement.

### **9.3 Jury Duty/Witness Duty**

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

hours spent as a witness on behalf of the Employer on their own normal days off.

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

#### **9.4 Pregnancy /Parental/Adoption Leave**

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

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

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

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

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

#### **9.5 Special Leave without Pay**

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

#### **9.6 Maintenance of Position**

An employee returning to work after being on a short-term or long-term disability leave for a period of up to one (1) year will return to their former position. After one (1) year the employee shall be entitled to return to a reasonable position for which the employee is qualified to perform at the same rate of pay.

#### **9.7 Gender Transition Leave**

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either Article 9.5 Special Leave Without Pay or Article 10 Benefit Plans and Sick Leave depending on the employee's request and approval by the provider. The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminating actions.

### **ARTICLE 10 – BENEFIT PLANS AND SICK LEAVE**

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

#### **10.2 Group RRSP**

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

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

- January 1, 2016 – 11.0%
- July 1, 2019 – 11.25%



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

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

### **10.3 Sick Leave**

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

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

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

This sick leave plan will also apply to family responsibility leave for a maximum of ten (10) calendar days per year.

## **ARTICLE 11 – SALARY POLICY**

### **11.1** When a new position is established or the duties of an existing position are significantly changed, the Employer shall set an interim salary and category for such position and notify the Union. The Union may, at its discretion, negotiate with the Employer, the salary and category and if agreement cannot be reached, the matter may be referred to Article 19 (a) – Alternate Dispute Resolution or Article 19 (b) Mediation/Arbitration in this Agreement.

## **ARTICLE 12 – JOB POSTING**

- 12.1** (a) Notice of all job vacancies within the bargaining unit shall be posted on a bulletin board on the Employer's premises for at least three (3) working days. The notice shall indicate job location, job title, category, and salary, and a brief outline of the duties involved. A copy of the notice shall be sent to the Union.

The requirement that the posting identify the job and Branch location does not prevent an employee from working hours at other Branches.

- (b) For the purposes of administration of Article 13, Layoff and Recall, all postings for part-time positions that identify multiple work locations will identify the “Home Branch” for the vacancy being filled.
- (c) An employee may bid on vacant positions which may involve a promotion, lateral transfer, or a lower classification.
- 12.2** (a) It shall be the intent of the Employer to fill job vacancies from within the bargaining unit providing employees who apply for positions have the required qualifications and certification.
- (b) All bids on posted job vacancies shall be, in writing, or on a form provided by the Employer.

- 12.3** Selections for job vacancies shall be made on the basis of qualifications and ability to do the job, and seniority, in that order. In the event two (2) or more employees have similar abilities, the employee with the greatest seniority shall be selected.

- 12.4** Internal training and cross-training shall be done on the basis of seniority to allow for the principle of promotion from within, subject to Section 2(a) and Section 3 of this Article.

## **ARTICLE 13 – LAY-OFF AND RECALL**

- 13.1** Should the Employer decide to reduce the number of office staff the employee with the least amount of seniority in a position shall be the first laid-off from that position. The employee may displace another employee in a position at the same or lower job level providing the employee has the qualifications to perform the job functions satisfactorily and has greater seniority than the employee to be displaced.

- 13.2** Notice of lay-off or salary in lieu of notice shall be given to any affected regular employee in accordance with the following:
- (a) Employees, other than probationary employees, with less than two (2) years' service – two (2) weeks.

- (b) Employees with two (2) years or more completed service – two (2) weeks plus one (1) additional week per additional year of completed service to a maximum of twenty (20) weeks.

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

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

**13.4 Recall**

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

An employee on the recall list who is offered a vacant position, for which the employee is qualified and refuses such position, will be deemed to have resigned from employment and in doing so will forfeit all seniority rights under this agreement and the employer shall have no further obligations to that employee in the future. An employee must respond to a recall notice within no more than five (5) calendar days.

- 13.5** It is the obligation of the employee to ensure that the Employer has their current contact information for the purposes of being contacted during the recall period. The Employer will not be held responsible for informing the employee of recall opportunities if the information provided by the employee is not kept current.

**ARTICLE 14 – SENIORITY**

- 14.1** Seniority shall mean length of continuous service, with the Employer and its predecessors.
- 14.2** Upon completion of the probationary period, employees shall be entitled to all rights and privileges of this Agreement and the employee's seniority shall be effective from the original date of employment.
- 14.3** An employee who leaves the bargaining unit to fill a position excluded from the unit, and who subsequently returns to the unit within one (1) year, shall be credited with seniority held at date of leaving the bargaining unit.

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

## **ARTICLE 15 – GENERAL PROVISIONS**

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

alternate as appointed may be present. Upon request of the employee, the substance of the Employer's complaint shall be given to the employee, in writing, at the time the discussion takes place.

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

#### **15.4 Picket Lines**

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

#### **15.5 Doctor or Dentist Appointments**

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

#### **15.6 Transfers**

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

#### **15.7 Car Mileage Allowance**

Where an employee is requested by the Employer to use their car on Employer business, the employee shall be compensated for mileage at the rate set out by the Canada Revenue Agency under the Automobile allowance rates.

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

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

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

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

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

**15.12 Part-time Employees Training**

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

**15.13 Work Related Meetings**

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

**15.14 Voting on Election Days**

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

**ARTICLE 16 – DISCHARGE, TERMINATION AND SUSPENSION**

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

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

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

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

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

## **ARTICLE 17 – TECHNOLOGICAL CHANGE AND SEVERANCE PAY**

- 17.1** The Employer will provide the Union with not less than three (3) months notice of intention to introduce automation, equipment or changes in administrative procedures which might result in the reduction of personnel and/or changes in job duties sufficient to change job groupings.
- 17.2** Wherever practical, an employee becoming redundant due to new equipment or procedures shall be eligible for retraining to qualify for the operation of such new equipment or procedure, or to qualify for new positions. Such retraining shall be provided by the Employer without cost and without loss of pay to the affected employee.
- 17.3** In cases where the retraining of an employee is not practical, the employee shall elect:
- (a) to exercise their bumping rights in accordance with Article 13.1;
  - (b) to be placed on the recall list in accordance with Article 13.3;
  - (c) to terminate employment.
- 17.4** Severance pay as provided for in Article 13.2 shall be due and payable immediately upon termination to an employee who elects for termination of employment pursuant to Article 17.3 (c).
- 17.5 Severance Pay**  
Severance pay shall be paid to employees on the basis of two (2) weeks severance pay at the employee's regular salary for every completed year of service to a maximum of thirty-two (32) weeks.

An employee who chooses to be laid-off and placed on the recall list may elect:

- i) to terminate during recall period and be paid the employee's severance entitlement upon termination.
- ii) to remain on the recall list and be paid severance pay entitlement upon the expiration of the recall period, should they not be recalled.

## **ARTICLE 18 – GRIEVANCE PROCEDURE**

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

- b) If the Employer or the Union has a grievance, the procedure for settlement shall commence with Step 3.

**STEP 1:**

The employee involved shall first take up the grievance with the supervisor directly in charge of the work within ten (10) working days of the circumstances giving rise to the grievance.

The employee may be accompanied by an Office Steward or Representative of the Union. The Employer shall give a decision within ten (10) working days of such meeting.

**STEP 2:**

If the grievance is not resolved at Step 1, the matter shall be reduced, to writing, by the Grievor and/or the Union and submitted to the management persons designated by the Employer within ten (10) working days following the decision rendered at Step 1.

**STEP 3(a):**

The Representative of the Union and a Representative of the Employer along with the grievor shall meet within ten (10) days of receipt of the grievance as submitted under Step 2. Failing settlement within ten (10) working days of receipt of notice, either Party may refer the grievance to Alternate Dispute Resolution, Expedited Mediation/Arbitration, and/or Arbitration as set forth in Articles 19 and 20.

**STEP 3(b):**

In the event a grievance is initiated by the Employer or the Union, the initiating Party shall notify the other Party, in writing, of the nature of the grievance and such notice shall be given within ten (10) working days of the circumstances giving rise to the grievance unless the Parties agree to an extension of time. Failing settlement within ten (10) working days of receipt of notice, either Party may refer the grievance to Alternate Dispute Resolution, Expedited Mediation/Arbitration, and/or Arbitration as set forth in Articles 19 and 20.

**STEP 4:**

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

- 18.3** Except as provided for in Article 18.4 following, a grievance not advanced to the next step in the grievance procedure within the time limits specified shall be considered settled on the basis of the last position taken by the party responding within the required time limits as set out in this Article.



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

#### **ARTICLE 19 – ALTERNATE DISPUTE RESOLUTION**

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

1. The purpose of Alternate Dispute Resolution is in keeping with the wish of the parties to resolve grievances as quickly as possible following the formal grievance procedure but prior to arbitration pursuant to Article 20 – Arbitration.
2. Should either party seek a third party “non-binding option”, the parties agree to exchange a brief written statement including the following:
  - a) a summary of the grievance
  - b) the alleged violation of the collective agreement, and
  - c) the remedy sought
3. Such written statement will be referred to Mediator Brian Foley for mediation and a non-binding recommendation to settle the grievance.
4. The parties may provide to the Mediator above, an Agreed Statement of Facts.
5. The Mediator’s recommendations will be issued within two (2) weeks of the Mediation.
6. The Mediator’s recommendations will be privileged and will not be referred to at any time for any purpose.
7. The Mediator’s recommendations will be without prejudice and will have non-precedential value in any other proceeding.
8. The parties acknowledge that the credibility of this process depends upon both recognizing that this is a problem solving and dispute resolution process rather than an adjudicative process.
9. The cost of the Mediator’s intervention will be shared equally by the parties.
10. The continued credibility of the process depends upon both parties recognizing the scope of this Alternate Dispute Resolution process.

- 19 (b)** Grievances not resolved at Step 3 of the grievance procedure may be referred by either party to this expedited procedure.

Appropriate cases for such arbitration would be grievances where there is no significant dispute on the facts.

Such expedited arbitration will include:

1. disclosure of particulars and reliance documents by both parties before the hearing;

2. opening statements including statements of facts asserted by each party;
3. exchange of briefs of reliance documents;
4. exchange of relevant authorities;
5. mediation by a mediator selected from the list of arbitrators set out in Article 21;
6. if mediation is not successful, arbitration by the arbitrator selected to mediate the grievance;
7. where the parties and arbitrator selected agree, arbitration will proceed without further evidence and argument;
8. where the parties do not agree, arbitrator selected will have jurisdiction to determine procedure including directions limiting the amount of evidence and argument (if any) that may be brought by the parties;
9. issuance of a short award by the arbitrator;
10. the award shall be binding on the parties, but unless the parties agree otherwise, the award shall not be precedential and shall not be used in any other proceeding.

#### **ARTICLE 20 – ARBITRATION**

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

## ARTICLE 21 – DURATION

**21.1** This Agreement shall be in full force and effect from and including **January 1, 2017**, to and including **December 31, 2019**, and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding the expiration, or immediately preceding July 1st, in any subsequent year, by written notice to the other Party, to require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement, or a new collective agreement.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

***Party of the First Part;***

***Party of the Second Part;***

<i>“original copy signed”</i>	<i>“original copy signed”</i>
<b><i>Lesley Maddison – General Manager, CCIS &amp; VP, Insurance Services</i></b>	<b><i>Sarah Melsness – Union Representative</i></b>
<i>“original copy signed”</i>	<i>“original copy signed”</i>
<b><i>Bruno Dragani – Director of CCIS &amp; Chief People &amp; Administration Officer</i></b>	<b><i>Laura White – Chief Office Steward</i></b>

**E&OE**

**APPENDIX "A"**  
**Coastal Community Insurance Services**  
**Job Classification & Wage Scale**  
**Effective Date – January 1, 2017**

<b>PART-TIME</b>	<b>HOURLY</b>			
2.00%	<b>START</b>	<b>200 DAYS</b>	<b>400 DAYS</b>	<b>600 DAYS</b>
<b>Receptionist</b>	19.43	20.54	21.26	21.61
<b>License Trainee</b>	20.49	no rate	no rate	no rate
<b>Level I</b>	23.55	24.85	25.72	26.16
<b>Level II</b>	26.57	28.05	29.30	29.98

<b>FULL-TIME</b>				
2.00%	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>	<b>36 MONTHS</b>
<b>RECEPTIONIST</b>				
Monthly	3013.95	3183.53	3295.31	3351.19
Hourly	18.55	19.59	20.28	20.62
Bi-Weekly	1391.05	1469.32	1520.91	1546.70
<b>LICENSE TRAINEE</b>				
Monthly	3175.83	0.00	0.00	
Hourly	19.54	0.00	0.00	
Bi Weekly	1465.77	0.00	0.00	
<b>LEVEL 1</b>				
Monthly	3651.82	3854.15	3990.34	4058.43
Hourly	22.47	23.72	24.56	24.97
Bi Weekly	1685.46	1778.84	1841.70	1873.12
<b>LEVEL 11</b>				
Monthly	4123.94	4351.35	4547.90	4646.19
Hourly	25.38	26.78	27.99	28.59
Bi Weekly	1903.36	2008.32	2099.03	2144.40

**APPENDIX "A"**  
**Coastal Community Insurance Services**  
**Job Classification & Wage Scale**  
**Effective Date – January 1, 2018**

<b>PART-TIME</b>	<b>HOURLY</b>			
1.75%	<b>START</b>	<b>200 DAYS</b>	<b>400 DAYS</b>	<b>600 DAYS</b>
<b>Receptionist</b>	19.77	20.90	21.63	21.99
<b>License Trainee</b>	20.85	no rate	no rate	no rate
<b>Level I</b>	23.96	25.28	26.17	26.62
<b>Level II</b>	27.04	28.54	29.82	30.50

<b>FULL-TIME</b>				
1.75%	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>	<b>36 MONTHS</b>
<b>RECEPTIONIST</b>				
Monthly	3066.69	3239.24	3352.98	3409.84
Hourly	18.87	19.93	20.63	20.98
Bi-Weekly	1415.40	1495.04	1547.53	1573.77
<b>LICENSE TRAINEE</b>				
Monthly	3231.41			
Hourly	19.89	no rate	no rate	no rate
Bi-Weekly	1491.42			
<b>LEVEL 1</b>				
Monthly	3715.73	3921.60	4060.17	4129.45
Hourly	22.87	24.13	24.99	25.41
Bi-Weekly	1714.95	1809.97	1873.93	1905.90
<b>LEVEL 11</b>				
Monthly	4196.11	4427.50	4627.49	4727.50
Hourly	25.82	27.25	28.48	29.09
Bi-Weekly	1936.67	2043.46	2135.77	2181.92

**APPENDIX "A"**  
**Coastal Community Insurance Services**  
**Job Classification & Wage Scale**  
**Effective Date – January 1, 2019**

<b>PART-TIME</b>	<b>HOURLY</b>			
1.75%	<b>START</b>	<b>200 DAYS</b>	<b>400 DAYS</b>	<b>600 DAYS</b>
<b>Receptionist</b>	20.12	21.27	22.01	22.38
<b>License Trainee</b>	21.22	no rate	no rate	no rate
<b>Level I</b>	24.38	25.72	26.63	27.09
<b>Level II</b>	27.51	29.04	30.34	31.04

<b>FULL-TIME</b>				
1.75%	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>	<b>36 MONTHS</b>
<b>RECEPTIONIST</b>				
Monthly	3120.36	3295.93	3411.66	3469.51
Hourly	19.20	20.28	20.99	21.35
Bi-Weekly	1440.17	1521.20	1574.61	1601.31
<b>LICENSE TRAINEE</b>				
Monthly	3287.96			
Hourly	20.23	no rate	no rate	no rate
Bi-Weekly	1517.52			
<b>LEVEL 1</b>				
Monthly	3780.76	3990.23	4131.23	4201.71
Hourly	23.27	24.56	25.42	25.86
Bi-Weekly	1744.96	1841.64	1906.72	1939.25
<b>LEVEL 11</b>				
Monthly	4269.54	4504.98	4708.47	4810.23
Hourly	26.27	27.72	28.98	29.60
Bi-Weekly	1970.56	2079.22	2173.14	2220.11

**Note #1 Rate of Pay on Promotion to Sales Licence I**

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

**Note #2 Rate of Pay on Promotion to Agent II**

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

**Note #3 Progression on the Salary Grid**

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

**Note #4 New Hires (Sales Licence I and Agent II Positions)**

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

## APPENDIX "B-1"

### BENEFIT PLAN OUTLINE

<b>Basic Life</b>
! 3 times annual earnings
! Reduces 50% at age 65
<b>Optional life Employee/Spouse</b>
! Multiples of \$10,000 up to \$500,000
<b>Dependent life</b>
! \$5,000 spouse & \$2,500 Child
<b>Basic AD&amp;D</b>
! 3 times annual earnings
! Maximum of \$750,000
<b>Short Term Disability</b>
! 85% of regular earnings
! No top up needed, already at 85% <i>for entire benefit period</i>
<b>Long Term Disability</b>
! 66 2/3 of first \$6,000 of earnings per month and 50% of the balance – <i>Taxable benefits (Employer paid)</i>
<b>Employee &amp; Family Assistance</b>
! Included
<b>Extended Health Care</b>
! \$25 per family annual deductible
! 100% reimbursement for all eligible expenses, \$1,000,000 lifetime maximum
! Drug Card 100% coverage
! Massage Therapy and Physiotherapy-No Maximum (the employee must provide a note from their doctor after twelve sessions)
! Chiropractic Therapy - \$400 cap
! Diabetic Supplies, Oral Contraceptives
! Smoking Cessation \$500/lifetime
! Semi or Private Hospital room
! Emergency Ambulance Service
! Paramedical Services
! Nursing B \$7,500/calendar
! Wigs \$500/lifetime per person
! Hearing Aids \$750/5 years adult and children
! Emergency Travel Assistance
! Orthopedic Shoes/Orthotics S \$300/year
! Respiratory Apparatus
! Elastic Support Stockings 4/year
! Surgical Bras -- 4/year
! Referral Treatment 80%/\$50K/life
! 24 month survivor benefit
<b>Vision Care</b>
! Eye exams \$100/24 months rolling (carrier paid)
! Glasses, contact lenses, and laser eye surgery \$500/24 months rolling (adult and child) (carrier paid) Internal payment eliminated
! \$600 total benefits available / 24 months rolling
! 24 month survivor benefit
<b>Dental Care</b>
! No Annual Deductible
! 80% Basic & Preventative
! 75% Major Restorative
! 50% Orthodontics – immediate qualification
! Orthodontics \$2,500/lifetime max
! 24 month survivor benefit
<b>Eligibility</b>
! Eligibility will be sixty (60) hours per month



## LETTER OF UNDERSTANDING #1

**BETWEEN: Coastal Community Insurance Services**

**AND: MoveUP  
(Canadian Office and Professional Employees Union, Local 378)**

**RE: Additional Hours of Work for Part-Time Regular Employees**

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

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

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

***Party of the First Part;***

***Party of the Second Part;***

<i>"original copy signed"</i>	<i>"original copy signed"</i>
<b><i>Lesley Maddison – General Manager, CCIS &amp; VP, Insurance Services</i></b>	<b><i>Sarah Melsness – Union Representative</i></b>
<i>"original copy signed"</i>	<i>"original copy signed"</i>
<b><i>Bruno Dragani – Director of CCIS &amp; Chief People &amp; Administration Officer</i></b>	<b><i>Laura White— Chief Office Steward</i></b>

**E&OE**

## LETTER OF UNDERSTANDING #2

**BETWEEN: Coastal Community Insurance Services**

**AND: MoveUP**

**(Canadian Office and Professional Employees Union, Local 378)**

**RE: Harassment in the Workplace**

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

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

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

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

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

***Party of the First Part;***

***Party of the Second Part;***

<i>"original copy signed"</i>	<i>"original copy signed"</i>
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**E&OE**

## LETTER of UNDERSTANDING #3

**BETWEEN: Coastal Community Insurance Services**

**AND: MoveUP  
(Canadian Office and Professional Employees Union, Local 378)**

**RE: Extended Hours of Operation**

### **1. Extended Hours of Operation**

The Employer and the Union agree to the importance of remaining relevant in an ever changing business environment. Therefore there may be times in which the hours of operation set out in Article 6 need to be adjusted at particular locations. The extended hours of operation will include hours between 7:30 am to 8:30 pm.

In the event the Employer decides to extend operational hours at a particular location the Employer will meet with the Union to review the Business Plan. The Business Plan will state the particulars respecting the changes to be made and the effect on employees at the location. No employee will be required to work extended hours unless that employee posts into an extended shift, with specific hours to be clearly outlined in the job posting. Job selections will be made pursuant to the collective agreement.

In the event of a vacancy the following will apply:

In the event that no qualified employees apply to the posting, the position will be posted externally. It may be necessary to temporarily fill the role by the assignment of the junior employee at the location to the shift on an interim basis until such time as the shift can be filled on a regular basis.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

***Party of the First Part;***

***Party of the Second Part;***

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**E&OE**

## **LETTER of UNDERSTANDING #4**

Deleted as per 2016 – 2019 bargaining.

## LETTER of UNDERSTANDING #5

**BETWEEN: Coastal Community Insurance Services**

**AND: MoveUP  
(Canadian Office and Professional Employees Union, Local 378)**

**RE: Letters of Expectation**

The Parties agree that “Letters of Expectation” issued to employees are intended for the purpose of providing coaching, guidance, and counseling to employees in an effort to improve and clarify overall performance expectations of the employee on the job.

In an effort to achieve a desirable outcome for the employee, support for the employee may be provided through training and/or other resources the Employer may see as appropriate such as, but not limited to, job shadowing and one-on-one training.

The Employer will manage this process with the employee and will take into account input from the employee in keeping with the expectations set by the Employer. Employee feedback is welcome.

The Employer will closely review the employee performance to ensure ongoing improvement on a regular basis and will communicate such progress to the employee.

Letters of Expectation are not considered to be discipline in nature and will not be used as a foundation for any progressive discipline.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

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***Party of the Second Part;***

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**E&OE**

## **LETTER of UNDERSTANDING #6**

Deleted as per 2016 – 2019 bargaining.

## LETTER OF COMMITMENT

**BETWEEN: Coastal Community Insurance Services**

**AND: MoveUP**

**(Canadian Office and Professional Employees Union, Local 378)**

### **Employees Performing Volunteer Work**

The Union and the Employer agree that making a visible and meaningful difference in building healthier communities is in the general interest.

In keeping with this “Community Experience” the Union and the Employer encourage employees to actively participate in community programs and events that demonstrate the Credit Union’s care for the communities in which they live, work and conduct business.

The Parties recognize that there may be times when employees may be unable to participate in community programs and events. Under such circumstances, this will not be used in any performance assessment evaluation or any promotional opportunity.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

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***Party of the Second Part;***

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**E&OE**