

COLLECTIVE AGREEMENT

Between



Westland Insurance Group

And



(Canadian Office & Professional Employees, Local Union 378)

Effective: July 1, 2024 to June 30, 2027

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COLLECTIVE AGREEMENT

BETWEEN: Westland Insurance Group Ltd.

(hereinafter referred to as the "Employer")

Party of the First Part:

AND: Canadian Office and Professional Employees, Local Union 378

(hereinafter referred to as the "Union")

Party of the Second Part:

ARTICLE 1 – PURPOSE

- 1.01** The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to define clearly the hours of work, rates of pay, and conditions of employment; to provide 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:
- 1.02** Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise for any reason as provided by under the Human Rights Code, the Employment Standards Act, and any other applicable legislation.

ARTICLE 2 – UNION SECURITY and RECOGNITION

- 2.01** This Agreement shall apply solely to employees in the bargaining unit for which the union is certified under the Labour Code of BC and shall be binding on the Employer and the Union and their respective successors and assigns.
- 2.02** All employees covered under this Agreement shall, as a condition of employment, become and remain members of the Union within thirty (30) days from the effective date of this Agreement.
- 2.03** 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.
- 2.04** Upon written authorization from the employees, the Employer agrees to deduct Union initiation fees, dues and assessments from the wages of each employee and to transmit the monies so collected to the Union, on a bi-weekly basis. In addition, the Employer will provide to the Union, once monthly, a list of employees the following information from whom such deductions have been made:
- a) Name
 - b) Monthly Salary or Hourly rate
 - c) Job Classification
 - d) Employee Status
 - e) Date of Hire
 - f) New Hires
 - g) Work location
 - h) Terminations/Leaving the Union

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

- 2.05** Each new employee shall be provided with a letter of engagement and a job steward from any of the unionized locations will be notified of the new employee's name. The job steward will provide the new employee with one (1) hour orientation on the Employer's premises within the normal working day at a mutually agreeable time. In the event that job stewards are not available, the Union's Representative will deliver the one (1) hour orientation. A Union Membership Application Card will be signed by the new employee and forwarded to Human Resources. A copy of this Agreement and a listing of job stewards will also be provided by the job steward/Union Representative. Both the job steward/Union Representative and Human Resources will sign-off the appropriate portion of a new employee "checklist" forwarded to the job steward/Union Representative by Human Resources and returned to Human Resources by the job steward/Union Representative upon completion.

ARTICLE 3 – UNION and EMPLOYER REPRESENTATION

Recognition of Union Executive Board Members, Councilors, 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, Councilors, 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, Councilors, job stewards and Union Representatives authorized by the Union to discuss and, wherever possible, resolve problems arising out of this 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 this 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:

Investigation of complaints, grievances and/or disputes including the making of presentations to management as required.

Posting notices relating to meetings, dues, entertainment, health and safety and general Union information and activities on Union Bulletin Boards.

Participation in collective bargaining and/or arbitration proceedings when directed by the Union.

Participation in the administration of the Union as may be required for Union Executive Meetings and job steward Meetings.

Briefing time of up to one (1) hour prior to grievance meetings as set out under the Grievance Procedure.

3.01 The Employer shall recognize up to two (2) regular employees per Branch/Agency, elected or appointed by the Union to act as job stewards. Of these, one (1) shall be identified as the Chief Job Steward or the Union Representative. These employees must have completed their probationary period of employment. The Union shall inform the Employer, in writing, of the names of the job steward(s).

3.02 The job steward(s) may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay. The job steward(s) will obtain permission from their immediate supervisor before leaving their immediate area for such purposes and such permission will not be unreasonably denied.

3.03 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 this 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 Employer will ensure that employee workloads are reasonable. If the Union has reason to believe that workloads are excessive, the Union will raise the matter with the Committee before initiating a grievance.
- f) If the Union has reason to believe that a work environment is not free from all forms of harassment including and repeated, vexatious behavior that erodes an employee's dignity, the Union may raise the matter with the Standing Committee before initiating a grievance under this Agreement.

3.04 Leave for Union Business

Leave of Absence may be requested by an employee for the purpose of fulfilling responsibilities as a full-time officer of the Union. Such leave will be granted without pay and without seniority accumulation.

3.05 Union Access

The Employer agrees that scheduled access to a meeting space on the premises of the bargaining unit locations shall be allowed to the Union Representative for the purpose of meeting with the Employer concerning business related to the Union or job stewards and any specifically affected employees pertaining to a grievance, provided advance notice is supplied to the Employer, in which case such permission shall not be unreasonably denied.

It is understood and agreed that the Union Representative shall not interact with members of the Insurance Branch nor interfere in the work performed by the employees, without the express permission of management.

ARTICLE 4 – RIGHTS of the EMPLOYER

4.01 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 Article 18 and 19.

Nothing herein contained shall limit the statutory powers and duties of the directors of the Employer under the Company Act of British Columbia, and the pertinent regulations thereunder.

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

ARTICLE 5 – DEFINITION of the EMPLOYEES

5.01 Probationary Period

All regular employees shall be considered probationary for the first six (6) calendar months of employment.

The probationary period may be extended by mutual agreement. The Chief Job Steward or the Union Representative will be provided with notice of requests to extend probationary periods. Mutual agreement will not be withheld unreasonably.

5.02 Full-Time Regular

An employee who is hired to work on a full-time basis.

5.03 Part-Time Regular

An employee hired to work on a continuing basis but who works less than full-time hours in a month. These employees shall be covered by all provisions of this Agreement.

5.04 Casual

An employee who is hired for extra emergency help that may be required from time-to-time. These employees are not covered by the Seniority and Benefit provisions of this Agreement. A casual employee reaching regular status shall be covered by all provisions of this Agreement. Seniority will be as provided under Article 14 of this Agreement. It is understood casual employees may be scheduled for vacation coverage in addition to extra emergency help. Casual employees will not be utilized by the Employer to avoid the posting and filling of regular or temporary positions.

5.05 Temporary

A temporary employee is one so informed by the Employer at the time of hire. Temporary employment shall be for a specified period not exceeding ninety (90) calendar days duration, except for temporary assignments known to be longer than ninety (90) calendar days duration such as maternity or long term illness leaves, and except when extended by mutual agreement between the Union and the Employer. Such extension shall not be unreasonably withheld. These employees upon reaching regular status shall be covered by all provisions of this Agreement. Seniority will be as provided under Article 14 of this Agreement.

ARTICLE 6 – HOURS of WORK and OVERTIME

6.01

- a) The standard day shift shall consist of seven and one-half (7 ½) hours per day between the hours of 8:00 a.m. and 8:00 p.m. The standard work week shall consist of thirty-seven and one-half (37 ½) hours, Monday through Saturday, inclusive, with the exception of Friday, where the standard day shift shall consist of eight and one-half (8 ½) hours per day, between the hours of 8:00 a.m. and 8:00 p.m., and this shall also apply to Thursdays, where Friday, is in fact, a statutory holiday and/or a day in lieu of a statutory holiday. Where an employee's standard work week is Tuesday to Saturday and the Saturday shift is less than seven and one-half (7 ½) hours, the weekly hours shall consist of thirty-seven and one-half (37 ½) hours and the time required to reach the standard work week hours shall be averaged over the week. Additional time worked in excess of the standard seven and one-half (7 ½) hours per day shall not be considered overtime, unless the total hours scheduled exceeds thirty-seven and one-half (37 ½) per week.
- 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 twenty (20) working days' notice of any change.
- c) The Employer will not require employees to work more than five (5) consecutive days per week. Employees will receive two (2) consecutive days of rest. Part-time employees may decline two (2) consecutive days of rest.
- d) The Employer shall allocate part-time hours on the basis of seniority. It shall not be the intent of the Employer to erode the seniority position of part-time employees based on allocation of hours of work unless the employee specifically declines to work on a given shift. Such declination may result in the loss of some seniority.

It is agreed that two (2) employees with the same skills, licensing and abilities to perform each other's job, may switch days of work, i.e. a Tuesday to Saturday employee may switch a day with a Monday to Friday employee. It is further agreed that such switching of days must not be at any additional cost to the Branch. Each employee will provide the Employer with the Letter of Agreement to this effect along with reasonable notice of the planned switch. It is understood that the employees who switch shifts may not receive two (2) consecutive days off.

See Letter of Understanding #4 – Permanent Part-Time Shift Schedules.

6.02 A one (1) hour lunch period will be provided and taken between 11:00 a.m. and 3:00 p.m. of the regular seven and one-half (7 ½) hour work day. Two (2) relief periods per day of fifteen (15) minutes or one (1) relief period of thirty (30) minutes shall be provided without loss of pay as per the following:

Lunch Hour	Morning Rest Period	Afternoon Rest Period
11 – 12	Zero (0) Minutes	Thirty (30) Minutes
12 – 1	Fifteen (15) Minutes	Fifteen (15) Minutes
1 – 2	Fifteen (15) Minutes	Fifteen (15) Minutes
2 – 3	Thirty (30) Minutes	Zero (0) Minutes

6.03 Part-time employees will be entitled to the following:

- two (2) to four (4) hours worked - one (1) fifteen (15) minute rest period
- four (4) to five (5) hours worked - one (1) twenty (20) minutes rest period
- in excess of five (5) hours worked - two (2) fifteen (15) minute rest periods *or* one (1) thirty (30) minute rest period

It shall not be the intent of the Employer to require employees to unnecessarily have their relief period upon immediately arriving at work. It shall be the intent of the Employer, whenever possible, to provide a relief period after the first (1st) hour of starting work. Management reserves the right to schedule relief periods to provide adequate service on high traffic days.

6.04 Overtime Premiums

- a) Time worked in excess of the standard day shift shall be paid for at time and one-half (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) Time worked by an employee on the employee’s scheduled day off shall be paid for at time and one-half (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.
- c) Time worked on a Sunday 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 Article 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. If overtime is worked in order to provide service to a Member(s) of the Insurance Branch or a Client(s) of the Insurance Branch and such overtime has not been pre-authorized, this issue may be raised with the manager or their authorized representative by the Union for discussion and resolution.

- 6.05** 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 the employee's 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.
- 6.06** 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.
- 6.07** 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

7.01

- a) The Employer agrees to provide all employees with the following statutory holidays, without loss of pay:

New Years Day	Family Day	Good Friday
Victoria Day	Canada Day	BC Day
Labour Day	<u>National Day for Truth and Reconciliation</u>	
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 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 days off or at a time mutually agreed between the employee and the Employer.

- 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 the consideration to the requirements of efficient operation of the Insurance Branch.
- c) Values Day: One Values Day is offered in addition to legislated statutory holidays and company paid holidays to provide flexibility for employees to acknowledge days important to them during the year. These days are not intended to be used to extend vacation time unless approved by the branch manager. The Values Days must be taken, at a mutually agreed upon time approved by the employee's performance leader, during the calendar year which is recognized as January 1 to December 31. Full-time employees will be paid their regular wages when taking the Values Days. Wages for part-time employees will be based on an average of hours worked during the 30 days immediately preceding the time taken as the Values Days.

The following criteria applies to the annual one paid Values Days:

- i. The day must be taken within each calendar year (i.e. January 1 to December 31)
- ii. Should an employee not take the day within the given calendar year the day does not accrue to the following year (i.e. the day is lost if not used).
- iii. If employment terminates, and the employee has not taken the day, the value of this day will not be paid out.

7.02 In the event any of the holidays in 7.01 occur during the period an of employee's vacation, an additional day's vacation with pay shall be allowed for each holiday occurring.

7.03 For the purposes of this Article, a Statutory Holiday shall be regarded as seven and one-half (7 ½) hours. The difference between the time scheduled and seven and one-half (7 ½) hours shall be taken as time off at a mutually agreed upon time.

7.04 Statutory Holiday Pay for Part-time Employees

Statutory Holiday Pay for part-time employees will be paid as per the following formulas:

- For employees who in the thirty (30) days prior to a statutory holiday have worked (including vacation days taken) fifteen (15) or more days – then the statutory holiday pay will equal total earnings over the past thirty (30) days divided by the total days worked.
- For employees who in the thirty (30) days prior to a statutory holiday that have worked (including vacation days taken) less than fifteen (15) days – then the statutory holiday pay will equal total earnings over the past thirty (30) days divided by fifteen (15).

ARTICLE 8 – ANNUAL VACATION and SUPPLEMENTARY VACATION

8.01 Vacation is recorded on a calendar year basis, January 1st to December 31st, and is accrued based on the employee's date of commencement of employment. All regular full-time and regular part-time employees shall be entitled to vacation in accordance with the following schedule.

Vacation pay for part-time employees will be calculated on the same basis as for full-time employees with the same calendar years of service. For example, a part-time employee will be paid at the same rate of six percent (6%) of gross earnings in the first year of employment.

8.02

- a) In the first year of employment, an employee shall begin to accrue one and one-quarter (1.25) days for each month or major portion of a month worked. 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.
- b) After four (4) years of employment, an employee shall accrue twenty (20) working days or one and two-third (1.67) days per month. 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.
- c) After nine (9) years of employment, an employee shall accrue twenty-five (25) working days or two and eight one-hundredth (2.08) days per month. 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. Effective January 1, 2004 employees with fifteen (15) years of service may take four (4) consecutive weeks of vacation during this prime time (June 15th – September 15th) subject to Branch requirements.
- d) After fourteen (14) years of employment, an employee shall accrue thirty (30) working days or two and one-half (2 ½) days per month. Pay for such vacation shall be at the current salary or twelve percent (12%) of gross earnings for the period in which vacation was earned, whichever is greater.
- e) Vacation period must be taken at a time mutually agreed with the Employer and subject to 8.03.
- f) All vacation accrued to the end of the calendar year must be taken during the following calendar year.
- g) **Transition Period**
When a part-time employee becomes a full-time employee without a break in service, the employee will start to accrue paid vacation days on the first of the month following the employee's change of status to full-time, based on the applicable vacation year.
- h) An employee may use vacation days accrued upon completion of a successful probationary period, subject to 8.02 (a) and (f), and 8.03.

8.03

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:

- a) The periods are a minimum of five (5) working days or multiples of a full week.
- b) Employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had an 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.
- c) Vacations which are booked in the peak vacation period of June 15th to September 15th, shall be limited to a maximum of two (2) weeks on a first selection basis and must be booked in the period between January 1st and February 28th and confirmed by the Employer by March 15th. Employees selecting vacation in the period of January 1st to March 15th shall not have this selection counted or considered as a first selection. For the purpose of determining seniority, the seniority list as of November 30th will be used for the vacation selection, effective January 1st each year. The two (2) week maximum limitation during prime time, as aforementioned, shall be increased to three (3) weeks for employees with five (5) years' service or more. Effective January 1, 2004 employees with fifteen (15) years of service may take four (4) consecutive weeks of vacation during this prime time (June 15th – September 15th) subject to Branch requirements.

8.04

Employees are permitted to bank ten (10) working days of vacation and take it in the following calendar year subject to the following:

- a) The banked vacation shall be taken at a time mutually agreed upon prior to March 31 of each calendar year.
- b) The Parties understand the carry-over may be more than ten (10) working days due to a pregnancy/parental/adoption leave or a medical leave and that other special circumstances may warrant the banking of additional vacation. There must be special circumstances warranting the banking of additional vacation. In the event a member returns to work following March 31 from a leave of absence with banked vacation time, such banked vacation time shall be taken within twelve (12) months from the date of return.

8.05

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

8.06 Supplementary Vacation Plan

- a) After completion of ten (10) or more 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:

Years of Completed Service	Working Days of Supplementary Vacation
After Ten (10)	Five (5)
After Fifteen (15)	Five (5)
After Twenty (20)	Ten (10)
After Twenty-five (25)	Ten (10)
After Thirty (30)	Fifteen (15)
After Thirty-five (35)	Five (5)

- 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 for in paragraph (a) above.
- d) 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.

ARTICLE 9 – LEAVES of ABSENCE

9.01 Union Business

- a) 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. Such leaves shall not be unreasonably denied.
- b) Time spent by job stewards and Union Officers, who are engaged in legitimate Union activities during working hours will not be referenced in their performance appraisals.

9.02 Bereavement Leave

In the event of a death in the family, all regular full-time employees shall be granted five (5) days of paid leave and regular part-time employees shall be granted up to five (5) days, if scheduled. Part-time employees will be paid for the hours they would normally have been scheduled to work on the days they require off.

It will not be the expectation of the Employer that the employee take these days consecutively nor will it be expected that these days be taken immediately following the death.

Should an employee experience a death in the family, they will be expected to provide their performance leader with the details of the situation as soon as possible so that a determination can be made regarding the appropriate amount of time that the employee will need to be off work.

9.03 Jury Duty

For a full-time regular employee or a part-time regular employee summoned to Jury Duty or subpoenaed as a court witness during regularly scheduled working hours, the employer will continue their normal wages and benefits. Wages for part-time regular employees will be based on an average of hours worked during the 30 days immediately preceding the required time off. Should an employee receive payment from the courts while serving on a jury, the employer shall not require reimbursement from the employee for this payment. The intent of this is to assist the employee with any additional expenses they may incur as a result of participating as an active juror. When the employee receives documentation to report for jury duty or appear as a crown witness, the employee shall provide the employer with a copy as soon as possible. Employees not required in court for a full day are expected to either start or return to their shift as may be appropriate and shall discuss with the employer prior.

9.04 Maternity Leave

Leave of absence without pay shall be granted in accordance with the Employment Standards Act (ESA). Such leave will not affect seniority. Entitlement under ESA is up to seventeen (17) consecutive weeks of unpaid leave. Details of commencement of this leave are outlined in ESA. All pregnancy leave of absence requests shall be in writing at least four (4) weeks before the day the employee proposes to begin leave, and shall show the last day to be worked and the expected date of return-to-work. Benefits, Employer Group RRSP contributions, and vacation days to continue during Maternity Leave.

9.05 Parental Leave/Adoption Leave

Leave of absence without pay shall be granted in accordance with the *Employment Standards Act (ESA)*. Such leave will not affect seniority. Entitlement under the *Employment Standards Act* is up to sixty-two (62) consecutive weeks. All parental leave of absence requests pertaining to Article 9.05 shall be in writing at least four (4) weeks before the day the employee proposes to begin leave, and shall show the last day to be worked and the expected date of return-to-work. Benefits, Employer Group RRSP contributions, and vacation days to continue during Parental Leave/Adoption Leave.

9.06 Extension of Parental Leave

The employee may extend their parental portion of their leave, without pay, to a maximum of one hundred and four (104) weeks (when combined with Maternity and Parental). The employee will be responsible to the Employer for payment of the premiums for their benefits for the extended period of leave. Employer Group RRSP contributions and Vacation Day accrual will cease during the extended leave period. Seniority will be retained during this extended period of leave but will not be accrued. Extension of Parental leave requests shall be in writing prior to the commencement and show the last day to be worked and the expected date of return.

9.07 Compassionate Care Leave

The Employer shall grant upon request, unpaid Compassionate Care Leave in accordance with the *Employment Standards Amendment Act*. An employee who requests leave under this section is entitled to up to twenty-seven (27) weeks of unpaid leave to provide care or support to a family members when a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks or as outlined in the *Employment Standards Act*.

9.08 Special Leave without Pay

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 as per the following:

- a) The period of leave shall be up to eighty (80) calendar days. Under such leaves, the employee shall retain and continue to accrue seniority.
- b) A leave may be extended for an additional period of up to eighty (80) calendar days when approved by the Employer. Seniority will accrue during such extension.
- c) The employee will be responsible to pay the Employer for payment of the premiums for their benefits for the extended period of leave.
- d) Such leaves may include, with a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo, medical or non-medical procedure(s) related to a physical and/or emotional change from one gender to another. The employee may apply for short and/or long term disability coverage.

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.

9.09 Donor Leave

An employee who is scheduled to undergo surgery for the purposes of donating bone marrow or an organ shall be granted reasonable time off for the procedure and recovery. The employee may utilize available banked time. If there is no banked time available, the employer shall grant unpaid leave.

ARTICLE 10 – BENEFIT PLANS and SICK LEAVE

10.01

- a) All employees who qualify for benefits shall become entitled to the benefit package as outlined in attached Appendix B-1 on the first (1st) day of the month following date of hire or transfer into the bargaining unit.
- b) Details of the benefit plans as referred to in paragraph (a) are attached as Appendix B-1 and also available on the corporate intranet.

10.02 Retirement Savings Plans

The Employer offers two separate retirement savings plans the 'Bargaining Unit Employee Group Retirement Savings Plan' and the 'First West Group RRSP Program'. Employees are encouraged to discuss the two options with a qualified investment advisor and/or financial planner prior to choosing which plan to opt into.

New hires and existing non-Union employees posting into the bargaining unit who are not on the First West Group RRSP Program will have the option of choosing either the Bargaining Unit Group RRSP plan or the First West Group RRSP Program. Non-union employees who post into a bargaining unit position and are already in the First West Group RRSP program will not have the option of transferring into the Bargaining Unit Employee Group Retirement Savings Plan.

- a) Bargaining Unit Employee Group Retirement Savings Plan

The Bargaining Unit Employee Group Registered Savings Plan consists of one hundred percent (100%) Employer contributions.

This Group Retirement Savings Plan is available to all regular employees who have completed a full year of service. The Employer agrees to maintain the Retirement Savings Plan, currently a non-contributing Group RRSP paid at the following rates of base salary:

Effective July 1, 2019 – 11.35% of base earnings

Effective July 1, 2022 – 11.75% of base earnings

Employees with twenty (20) years or more service shall receive another one-half (1/2) percentage point on their Group RRSP rate.

These funds are "locked in" until discontinuance of employment with or retirement from Westland Insurance Group Ltd.

RRSPs on deposit with the Employer and registered in the Employee's name shall be entitled to a preferred rate of .25% above the posted rate for members excluding any special or promotional rates and excluding CAM and CSI products, for the term selected or a rate based upon "relationship banking" whichever is more beneficial.

- b) First West Group RRSP Program

The First West Group RRSP Program has a guaranteed Employer contribution and a possible additional Employer contribution which is based on employee matching.

For the first five years of service the following applies:

The Employer will contribute three percent (3%) of base earning towards the Group RRSP program.

If an employee contributes three percent (3%) then the Employer will contribute an additional three percent (3%) totaling six percent (6%) of base earnings. An employee has to contribute the entire three percent (3%) in order for the Employer to match the contribution.

After five years of service the following applies:

The Employer will contribute five percent (5%) of base earnings towards the Group RRSP program.

If an employee contributes five percent (5%) then the Employer will contribute an additional five percent (5%) totaling ten percent (10%) of base earnings. An employee has to contribute the entire five percent (5%) in order for the Employer to match the contribution.

Years of Service	Guaranteed Employer Core Contribution	Optional Employee Contribution	Employer Matching Contribution*	Total Potential Employer Contribution**	Total Potential Contribution including employee portion
<5 years	3%	3%	3%	6%	9%
>5 years	5%	5%	5%	10%	15%

*To receive the Employer matching contribution the employee must contribute an equivalent percentage amount (i.e. 3% or 5%)

**Only if the employee chooses to match the Employer core contribution

The First West Group RRSP Program permits withdrawals for the Lifelong Learning or Home Buyer’s Plan. One free withdrawal per year on the employee portion of the contribution only can be made once per calendar year, although not encouraged, can be accommodated in times of financial distress.

Details of the First West Group RRSP program are posted on the corporate intranet.

Existing bargaining unit employees have the option to transfer to the First West Group RRSP program described above at any time. Once an employee has elected the program described above they will not be permitted to transfer back to the Bargaining Unit Employee Group RRSP plan.

10.03 Sick Leave in Conjunction with Salary Insurance

Regular employees 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 salary insurance – full salary for full-time employees will be paid by the Employer; part-time employees will be paid for the days they are normally scheduled to work in a ten (10) day waiting period.
- b) Upon becoming eligible for salary insurance, an employee will receive sixty percent (60%) salary from the insurance carrier for the duration of the illness in accordance with the provisions of the plans. It is the responsibility of the

employee to complete and file the necessary application forms to receive payment.

c) **Short Term Disability**

Upon approval by the carrier of the employee’s claim for salary insurance, the Employer will “top up” the amount paid by the insurance carrier (sixty percent (60%) by twenty-five percent (25%) to a total of eight-five percent (85%) of the employee’s gross salary for the following periods of time in relation to service with the Employer:

Service	Period of Salary Difference
After completion of probation & up to two (2) years	ten (10) working days
Over two (2) years but less than three (3) years	thirty-five (35) working days
Over three (3) years but less than four (4) years	fifty-five (55) working days
Over (4) years	eighty (80) working days

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

10.04

- a) The Employer recognizes there are occasions where an employee needs to be absent from work due to personal illness or other personal reasons relating to their self or their immediate family and provides a benefit called “Personal Days”. Full-time regular, part-time regular, and temporary employees with health benefits qualify for Personal Days upon commencement of employment. Wherever possible an employee should give advance notification of intent to use a Personal Day to the Employer.
- b) Personal Days are classified as one of the following and the employee will be required to indicate the applicable Personal Days plan when requesting time off:
 - i. Paid Time Off Other – Bereavement (Article 9.02), Disability Waiting Period (Article 10.03), Jury Duty (Article 9.03), Volunteer Day (As per Employer policy).
 - ii. Paid Time Off Personal Other – Bereavement leave extension, Birth of Child, Education (sitting/writing an exam), Emergency Childcare, Family, Household Emergency, ICBC related, Pandemic, Personal Appointment, Severe Weather, WCB related, volunteer emergency and/or rescue worker, and other personal circumstances including domestic violence.
 - iii. Paid Personal Leave Sick – Personal Illness
- c) It is the expectation of the Employer that the employee will notify the Employer for Personal Day requests where the employee knows in advance. Pre-approval will not be required where there is a situation which cannot be pre-planned or rescheduled (i.e. a specialist appointment).

- d) The Employer reserves the right to administer this Article in a fair and consistent manner and recognizes there may be circumstances where exceptions are required.
- e) All employees are required to advise their Employer of intended absences and anticipated dates of return, as soon as practical.
- f) The employee, upon request of the Employer, shall provide proof of illness, which involves paid leave.
- g) Where a full time regular employee is required to attend an appointment, the employee shall make all reasonable efforts to first schedule such appointments outside of working hours.

Should the employees' time away from work be less than one and one half (1.5) hours in one day they will not be required to use a Paid Personal Leave Sick (Article 10.04(b)(iii) or Paid Personal Time Off Other (Article 10.04(b)(ii). Whenever possible, it is the expectation that employees schedule appointments at the start or end of the day, or around their lunch break, in order to reduce the impact to the business as a result of the amount of time absent.
- h) Personal Days used by part-time staff are calculated and paid based on the employee's normal scheduled hours for that day.

10.05 Preferred Rates

The Employer will provide employees with the same discounts on services and products that the non-bargaining group receives and such discounts will be made available to all employees at the same time. Details of these discounts will be provided by the employer and made available to all employees on the corporate intranet:

- Personal Habitation Insurance Discount

ARTICLE 11 – SALARY POLICY

11.01

Employees shall be paid in accordance with the salary schedule for their positions as specified in Appendixes "A-1 & A-2" which are part of this Agreement. The steps in the salary ranges are the minimum amounts to be paid an employee in accordance with 11.05 of this Article and shall not be construed to mean an employee may not be advanced to the next step in the employee's salary range before having the required service.

11.02 Job Descriptions

Job Descriptions are written with the intent to set forth the general duties and requirements of the job and to indicate the level of skill required and shall not be construed as imposing any restrictions on the right of the Employer to create a new job or to assign duties to employees other than those specifically mentioned in job descriptions.

11.03

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 Expedited Mediation Arbitration under Article 21 as provided in this Agreement.

11.04 Promotional Increases

Upon promotion, an employee's salary will be at a step in the higher salary range which will ensure a minimum of sixty dollars (\$60.00) per month increase. Promotional increases will be effective from the day the employee assumes the new position.

11.05 Salary Progression

- a) Except as provided in paragraph (b) following, employees shall progress to each such succeeding step in the salary range for their job group in accordance with the service required to qualify for such step.
- b) An employee placed on a step in their salary range at a point higher than they would qualify for length of service (on being hired, or promoted in accordance with 11.04) shall move to the next step in their salary range upon completion of the required months service as provided under Appendix A-1 and A-2 following such placement, subject to paragraph (c) of this Article.
- c) Advancement from one salary step to another may be withheld due to inadequate performance under the following circumstances:
 - the employee has been counseled regarding inadequate performance following their last job service salary increase; and
 - notice of intent to withhold the next service salary increase is given to the employee and the Union one (1) month prior to the date such increase is due.
- e) When employees restore their performance they shall be advanced to the next step in their salary range on non-retroactive basis.

11.06 An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification shall be paid at the higher rate as determined by 11.04 above for the period so employed. This provision shall not apply for brief relief periods of three (3) days or less except where an employee has been trained and is fully qualified to perform the duties of such higher classification. In this instance, the provision shall be for the higher pay for one (1) day or more. Where employees temporarily assume additional responsibilities without an actual change in classification, the Union and the Employer shall meet to decide if the added responsibilities are sufficient to change the job level and if so, shall set a new salary level. An employee being cross-trained for a higher category position will receive their regular salary for the first twenty (20) working days of training. After twenty (20) working days of cross-training, the employee shall receive the appropriate salary for the category in which the employee is training. (This does not apply to a temporary replacement.) The higher rate will end when the employee returns to their lower category job.

An employee may accrue time worked in a higher position of ten (10) continuous days for future step increases in a higher job position. Both the employee and the Employer will track these days in an accrual bank.

11.07 A part-time employee who becomes full-time shall be placed on the appropriate salary range at a step in length of service consistent with the employee's length of accumulated service as determined by Article 14.07(b).

11.08 Salary Policy on Recalls and Demotions

- a) Employees recalled to their former position or to a position having the same salary range shall receive the current rate for the step in the salary range which they held at the time of layoff.
- b) Employees recalled who accept a position in a salary range which is lower than for their former position, shall be paid at a step in the salary range commensurate with their service at layoff.
- c) An employee who transfers to a position in a lower salary range for reasons ascribable to the employee shall be paid a salary in accordance with paragraph (b) above.

11.09 Salary Policy – Technological Change

Employees who, for reasons set out in Article 17, Technological Change, or employees who are affected by job change arising from a technological change and are placed in a lower salary range other than for their former position shall retain their salary. If their salary is higher than the range for such position, such employee(s) shall be red-circled until such time as the difference between the maximum of the range and their salary is removed.

ARTICLE 12 – JOB POSTING

12.01

- a) Notice of all job vacancies within the bargaining unit shall be posted on the Employer's intranet for at least five (5) working days. The notice shall indicate the job title, category, and a brief outline of the duties involved and date that position will be filled. Postings for temporary positions will specify expected start and end dates. A copy of the notice shall be sent to the Chief Job Steward or the Union Representative.
- b) Postings for part-time employees will be specific to each Branch unless the Employer has prior approval of the Union, i.e. an employee who has been granted a position will be assigned to one Branch at the time of hire. See Letter of Understanding #4, Permanent Part-Time Shift Schedules.
- c) An employee may bid on vacant positions which may involve a promotion, lateral transfer, or a lower classification.

12.02

- 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.
- b) All bids on posted job vacancies shall be in writing or on a form provided by the Employer.
- c) A temporary position of more than thirty (30) working days shall be posted, subject to the Employer being notified of a possible temporary opening.

12.03 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.

12.04 When promoted to a higher position, moved laterally or to a lower position, an employee shall be allowed a trial period to ninety (90) working days for all employees. Should the employee be considered unsuitable during the trial period, or should the employee find the position unsuitable, the employee shall be returned to their former position or one of equal rank. Salary shall be at the service step paid prior to promotion or the step they might have achieved by service had they not been promoted.

12.05 Training and cross-training shall be done on the basis of seniority and the ability and willingness to learn to allow for the principle of promotion from within, subject to 12.02(a) and 12.03 of this Article.

12.06

- a) All employees will be entitled to have proper training provided so as to retain their employment and progress with the Employer. The Employer will pay for one half (1/2) of the cost of tuition for approved outside courses at the time of registration and the balance of tuition after the employee has successfully completed the course. There will be no loss of pay to the employee where the education requires attendance during normal working hours. Training required due to adjustment in jobs will be provided during normal working hours.

- b) The Employer will provide the employee with a day off to study for the examination of an approved course. It is agreed that an employee will receive a day off with pay prior to the day of the exam if the exam is scheduled for the morning. The employee will give the Employer reasonable notice of thirty (30) days of the examination date.
- c) Employees wishing to take courses to further their career advancement within the company unrelated to their current position may request approval from the employer to take such courses under the provisions outlined in Article 12.06(a)&(b).
- d) Leaving the company: for substantial education, employees commit to remain employed by Westland for a period of 1-year following the date of completion of the course/designation. Employees who voluntarily resign from Westland prior to the 1-year period agree to reimburse Westland for 50% of the tuition fees paid.

ARTICLE 13 – LAYOFF and RECALL

13.01 Should the Employer decide to reduce the number of employees, the employee with the least amount of seniority in a position shall be the first laid-off from that position. Such employee has the right to choose lay-off, bumping, recall or severance under this Agreement. In the event such employee chooses bumping, 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, providing the employee makes such choice within two (2) weeks, and providing the employee has greater seniority than the employee to be displaced.

13.02 Notice of layoff 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 twelve (12) weeks.
- c) 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 Employees with six (6) months or more service who are laid-off due to lack of work or redundancy shall be placed on a recall list for a period of twelve (12) months. Employees may elect to terminate employment at any time during the recall period and receive severance pursuant to Article 18.

13.04 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.

13.05

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

ARTICLE 14 – SENIORITY

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

14.02 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.

14.03 An employee who leaves the bargaining unit to fill a position excluded from the unit, and who subsequently returns to the unit within two (2) years, shall be credited with seniority held at date of leaving the bargaining unit.

14.04 No seniority shall accrue for short terms of temporary work except where a temporary employee or casual employee becomes a full-time regular or part-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 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 worked.

14.05 An employee laid-off and placed on the recall list under Article 13.03, will retain and continue to accumulate seniority during the period of layoff.

14.06 An employee on approved leave of absence for the following reasons will continue to accrue seniority:

- Union Business - Article 9.01
- Special Leave with Pay - Article 9.08
- Parental Leave - Article 9.05
- Sick Leave - Article 10.01(b) & 10.03
- Any other job-protected leave as prescribed by the *Employment Standards Act*.

14.07 Part-time Regular Employees

Seniority for employees in this category shall be as follows:

- a) They shall be on the same seniority list as full-time regular employees defined in Article 5.02 of this Agreement.
- b) Part-time employees shall accrue seniority on the basis of one (1) day for each day of accrued service regardless of the number of hours worked in each day, including statutory holidays and vacation.

14.08 Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

ARTICLE 15 – GENERAL PROVISIONS

15.01 Bulletin Board

Bulletin Board will be made available for use by the Union and the Employer for the purpose of posting notices and/or correspondence relating to general Union/Employer activities.

15.02 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 any way 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.

15.03 Disciplinary Action

Should it become necessary for management to discuss with an employee a matter of 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 job steward 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.

The Employer shall provide an employee 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.

15.04 Picket Lines

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

15.05 Transfers

In the event it becomes necessary to temporarily transfer an employee of the Insurance Branch outside the Municipality, the employee shall be compensated for kilometrage at the rates set forth from time-to-time for the directors and supervisory staff.

15.06 Car Kilometrage Allowance

Where an employee is requested by the Insurance Branch to use their car on Insurance Branch business, they shall be paid at the rate as stated in the Travel & Expense Policy.

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

15.08 Bargaining Unit Work

- a) The Employer agrees to explore every reasonable avenue with regards to having work performed by the bargaining unit and not contracted/sub-contracted.
- b) Proposed changes regarding a reorganization of work will be discussed initially at a Standing Committee Meeting prior to implementation. Unresolved issues may be referred to the grievance/arbitration process for resolution.
- c) The Parties agree that from time-to-time the Employer may re-organize the work such that work performed by bargaining unit members may be centralized.

Where it makes sense (efficiency gains) work performed by bargaining unit members will remain with bargaining unit members centralized at Duncan. Where it does not provide efficiency gains, alternative plans may occur.

- d) Managers or other employees outside of the bargaining unit shall not perform the duties normally, customarily or properly performed by employees within the bargaining unit, except in cases of emergency or unexpected circumstances when bargaining unit members who can perform the required work are not available or when managers, supervisors or other persons outside the bargaining unit are training employees in the bargaining unit. Normal work customarily performed by management shall be excluded.

- e) Staff Coverage – Illness and Vacation

Where a staff replacement to cover for illness or vacation is required, as determined by the Branch manager or designate based on business volumes, management will take reasonable steps to arrange for replacement(s) for the affected shift(s).

15.09 Employer Initiated Meetings

To promote the concept of employer initiated meetings outside of working hours to a maximum of four (4) meetings per calendar year, and that the employer will reimburse out-of-pocket costs for babysitting. The duration of these meetings would be a maximum of three (3) hours and are for employer initiated purposes, not training purposes.

ARTICLE 16 – DISCHARGE, TERMINATION and SUSPENSION

- 16.01** It is hereby agreed that the Employer has the right to discharge, suspend or otherwise discipline an employee for just and reasonable cause.
- 16.02** If a regular employee is terminated except as provided in 16.01 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.
- 16.03** 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, reinstated 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.
- 16.04** 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

- 17.01** 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.
- 17.02** 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.
- 17.03** In cases where the retraining of an employee is not practical or where other positions with the Employer are not available, the employee shall elect for termination of employment, bumping pursuant to Article 13.01, or shall elect to be placed on the recall list in accordance with Article 13.03.
- 17.04** Severance pay as provided for in Article 18 shall be due and payable immediately upon termination to an employee who elects for termination of employment pursuant to 17.03.

ARTICLE 18 – SEVERANCE PAY

- a) Severance Pay shall be paid to employees with one (1) or more years of service whose employment is terminated for reasons other than just cause or resignation. The amount of severance pay shall be two (2) weeks at the employee's current regular salary for each year of service.
- b) Severance pay shall be due and payable immediately upon termination to an employee who elects for termination of employment.
- c) An employee who is laid off and placed on the recall list may elect to terminate during the recall period and be paid the employee's severance pay entitlement upon termination or expiration of recall.

ARTICLE 19 – GRIEVANCE PROCEDURE

19.01 Grievance means any difference or dispute concerning the interpretation, application, administration or alleged violation of this Agreement, whether between the Employer and any employee or employees bound by this Agreement or between the Employer and the Union.

19.02 Grievances shall be settled in the following manner:

- a) If the employee has a complaint against the Employer, the procedure for settlement shall commence with Step 1.
- b) If the Employer or the Union has a grievance, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 3(b).

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 a job steward or Representative of the Union. The Employer shall give a decision within five (5) working days of such meeting.

STEP 2:

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

STEP 3(a):

If the grievance is not resolved at Step 2 it shall be referred to the Representative of the Union and a Representative of the Employer within ten (10) working days of the decision rendered at Step 2. Failing settlement within ten (10) working days of receipt of the grievance at this step, either Party may refer the matter to arbitration as provided in Article 22. Notice to refer the matter to arbitration must be sent or received by either party within the thirty (30) day time frame set out above or it will be considered abandoned.

STEP 3(b):

In the event a dispute is initiated by the Employer or the Union, the initiating Party shall notify the other Party, in writing, of the nature of the dispute and such notice shall be given within ten (10) working days of the circumstances giving rise to the dispute unless the Parties agree to an extension of time. Failing settlement with ten (10) working days of receipt of notice, either party may refer the dispute to Arbitration as set forth in Article 22. Notice to refer the matter to arbitration must be sent or received by either Party within the thirty (30) day time frame set out above or it will be considered to be abandoned.

19.03 Except as provided in 19.04 following, a grievance not advanced to the next step under 19.02, within the time limits specified shall be considered abandoned and all further recourse to the grievance procedure forfeited. Saturdays will not be counted to satisfy time limit requirements pursuant to this Article.

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

19.05 When an employee is issued a letter of discipline, the job steward and the Union will be provided with a copy of the letter at the time it is issued.

Upon giving reasonable notice, employees shall be entitled to review their personnel files annually and in the event of a grievance. Provided the employee has been discipline free for the period specified, discipline will be removed from the employer's file as follows:

- Written warnings – 12 months
- Letter of suspension – 24 months

ARTICLE 20 – ALTERNATE DISPUTE RESOLUTION

Pursuant to the grievance procedure set out in Article 19 – Grievance Procedure - should a grievance remain unresolved, either party may refer the unsolved 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 22 – Arbitration.
2. Should either party seek a third party “non-binding option”, the party that filed the grievance will provide the other party a brief written statement including the following:
 - a. A summary of the grievance
 - b. The alleged violation of this 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 no precedential value in any other proceeding.
8. The Parties acknowledge that the credibility of this process depends upon both recognizing that this is a problem solving and dispute resolution process rather than an adjudicative process.
9. The cost of the Mediator’s intervention will be shared equally by the Parties.
10. The continued credibility of the process depends upon both Parties recognizing the scope of this Alternate Dispute Resolution process.

ARTICLE 21 – EXPEDITED MEDIATION ARBITRATION

Grievances not resolved at Article 19 - 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 22-Arbitration.
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 22 – ARBITRATION

22.01

- a) 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.
- b) The Parties to this Agreement hereby agree to use the services of a single Arbitrator as a means of settling grievances and disputes.

22.02 The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of 19.02, Step 3. The notice shall set out the question(s) in the opinion of the Party seeking arbitration, to be arbitrated, as well as a list of three (3) names of proposed arbitrators.

22.03 The Parties to the dispute will thereupon meet within ten (10) working days to decide upon an Arbitrator. Failing agreement upon a person willing to act, either Party may apply to the Minister of Labour for the Province of British Columbia to appoint an arbitrator. Hearings shall commence within thirty (30) working days of the appointment of the Arbitrator.

22.04 Upon agreed appointment of an Arbitrator or appointment by the Minister of Labour, the Arbitrator shall hear the Parties, settle the terms of question(s) to be arbitrated, if necessary, and make the award within fifteen (15) working days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute. The Arbitrator shall deliver the 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.

22.05 Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) the remuneration and expenses of the Arbitrator.

22.06 In the event that an arbitrator is required to resolve a dispute under Article 20 of this Agreement, the Parties may by mutual agreement elect an arbitrator.

If the Parties are unable to select a mutually agreed upon arbitrator, either party may apply to the Collective Agreement Arbitration Bureau (CAAB) to appoint an arbitrator.

The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

Each party shall pay their own costs and expenses of the Arbitration and one-half (1/2) the remuneration and expenses of the Arbitrator.

ARTICLE 23 – DURATION

23.01 This Agreement shall be in full force and effect from and including July 1, 2024 to and including June 30, 2027 and shall continue in full force and effect from year to year.

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

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

23.02 It is mutually agreed by the Parties to exclude from this Agreement the operation of Sections 50(2) and 50(3) of the Labour Relations Code.

Signed this 16th day of April, 2025.

SIGNED on BEHALF of the EMPLOYER

Party of the First Part;

"Original Copy Signed"

Matt Kelly, Management

SIGNED on BEHALF of the UNION

Party of the Second Part;

"Original Copy Signed"

Paula Marchessault, Job Steward

"Original Copy Signed"

Ronnie Ho, Union Representative

E&OE

APPENDIX "A-1"

JOB CLASSIFICATIONS and JOB TITLES

Group 1

Insurance Advisor Trainee

Group 2

Insurance Advisor

Group 3

Senior Insurance Advisor

APPENDIX "A-2"

Salary Rates Insurance

Effective July 1, 2024 – 3.0%

Effective July 1, 2025 – 2.0%

Effective July 1, 2026 – 2.0%

Members in good standing shall be paid retroactive to the date of this Agreement expiry.

APPENDIX "A-2"

Salary Rates Insurance

Effective July 1, 2024 – 3.0%

	Start	12 months	24 months	36 months	48 months
Group 1	\$46,292.43	\$48,037.20			
	\$3,857.70	\$4,003.10			
	\$23.74	\$24.63			
	* \$24.97	\$25.91			
Group 2	\$49,192.90	\$51,055.17	\$52,900.92	\$54,763.18	
	\$4,099.41	\$4,254.60	\$4,408.41	\$4,563.60	
	\$25.23	\$26.18	\$27.13	\$28.08	
Group 3	\$50,744.98	\$54,581.89	\$56,856.13	\$59,904.93	\$62,937.27
	\$4,231.25	\$4,548.49	\$4,738.01	\$4,992.08	\$5,244.77
	\$26.04	\$27.99	\$29.16	\$30.72	\$32.28

* denotes rate for part-time employee not eligible for benefits

Employees shall be placed on the start rate and move through the scales based on an accumulation of days as per Article 14.07 (b) and subject to Article 11.05 (c)

For part time employees twelve (12) months shall be deemed to be two hundred (200) days accumulated and twenty four (24) months shall be four hundred (400) days).

Advancement to Level 2 will be based on the work performed, appointment to a position, or pursuant to Article 11 and not only the level of certification carried.

Level 1 – requires ICBC license

Level 2 - requires CAIB 3 certification or better

Calculation of Hourly rate = monthly salary x 12 divided by 1950

* All part time employees who are not eligible for the benefit package as outlined in Article 10 shall be paid the 5.2% in lieu of benefits until such time they are eligible.

APPENDIX "A-2"

Salary Rates Insurance

Effective July 1, 2025 – 2.0%

	Start	12 months	24 months	36 months	48 months
Group 1	\$47,218.28	\$48,997.94			
	\$3,934.86	\$4,083.16			
	\$24.21	\$25.13			
	* \$25.46	\$26.42			
Group 2	\$50,176.76	\$52,076.27	\$53,958.94	\$55,858.44	
	\$4,181.40	\$4,339.69	\$4,496.58	\$4,654.87	
	\$25.73	\$26.71	\$27.67	\$28.65	
Group 3	\$51,759.88	\$55,673.53	\$57,993.25	\$61,103.03	\$64,196.02
	\$4,313.32	\$4,639.46	\$4,832.77	\$5,091.92	\$5,349.67
	\$26.54	\$28.55	\$29.74	\$31.33	\$32.92

* denotes rate for part-time employee not eligible for benefits

Employees shall be placed on the start rate and move through the scales based on an accumulation of days as per Article 14.07 (b) and subject to Article 11.05 (c)

For part time employees twelve (12) months shall be deemed to be two hundred (200) days accumulated and twenty four (24) months shall be four hundred (400) days).

Advancement to Level 2 will be based on the work performed, appointment to a position, or pursuant to Article 11 and not only the level of certification carried.

Level 1 – requires ICBC license

Level 2 - requires CAIB 3 certification or better

Calculation of Hourly rate = monthly salary x 12 divided by 1950

* All part time employees who are not eligible for the benefit package as outlined in Article 10 shall be paid the 5.2% in lieu of benefits until such time they are eligible.

APPENDIX "A-2"

Salary Rates Insurance

Effective July 1, 2026 – 2.0%

	Start	12 months	24 months	36 months	48 months
Group 1	\$48,162.65	\$49,977.90			
	\$4,013.55	\$4,164.82			
	\$24.70	\$25.63			
	* \$25.96	\$26.94			
Group 2	\$51,180.30	\$53,117.80	\$55,038.12	\$56,975.61	
	\$4,265.02	\$4,426.48	\$4,586.51	\$4,747.97	
	\$26.25	\$27.24	\$28.22	\$29.22	
Group 3	\$52,795.08	\$56,787.00	\$59,153.12	\$62,325.09	\$65,479.94
	\$4,399.59	\$4,732.25	\$4,929.43	\$5,193.76	\$5,456.66
	\$27.07	\$29.12	\$30.33	\$31.96	\$33.58

* denotes rate for part-time employee not eligible for benefits

Employees shall be placed on the start rate and move through the scales based on an accumulation of days as per Article 14.07 (b) and subject to Article 11.05 (c)

For part time employees twelve (12) months shall be deemed to be two hundred (200) days accumulated and twenty four (24) months shall be four hundred (400) days).

Advancement to Level 2 will be based on the work performed, appointment to a position, or pursuant to Article 11 and not only the level of certification carried.

Level 1 – requires ICBC license

Level 2 - requires CAIB 3 certification or better

Calculation of Hourly rate = monthly salary x 12 divided by 1950

* All part time employees who are not eligible for the benefit package as outlined in Article 10 shall be paid the 5.2% in lieu of benefits until such time they are eligible.

APPENDIX "B-1"

Benefit Plan Outline

Particulars of the Benefit Plan will remain unchanged during the term of this Agreement.

Basic Life <ul style="list-style-type: none">• 100% Employer paid premiums• Life insurance benefit is 3 times annual earnings up to a maximum of \$1,200,000.• At age 65+, life insurance benefit is 1 times annual earnings• Coverage terminates at age 70 or upon retirement, if earlier• Premiums waived during the entire Long Term Disability period
Optional Life Employee/Spouse <ul style="list-style-type: none">• 100% Employee paid premiums• Units of \$10,000 to maximum of \$500,000 for employee and/or spouse, subject to evidence of insurability• Coverage terminates at age 70 or upon retirement, if earlier
Basic AD&D <ul style="list-style-type: none">• 100% Employer paid premiums• Employee coverage only• AD&D insurance benefit will pay a benefit for injuries/death (up to 2 times annual salary to maximum \$800,000)• Coverage terminates at age 70
Short-Term Disability <ul style="list-style-type: none">• 100% Employer paid premiums• Employee coverage only• Short-term Disability benefit pays 60% of regular earnings for up to 15 weeks disability• Maximum monthly benefit is \$15,000 per month• This benefit is taxable when received
Long-Term Disability <ul style="list-style-type: none">• 100% Employer paid premiums• Employee coverage only• Long-term Disability benefit pays 60% of regular monthly earnings• Maximum monthly benefit is \$15,000 per month• This benefit is taxable when received
Employee & Family Assistance <ul style="list-style-type: none">• Included

Extended Health Care

- 100% Employer paid premiums
- Includes: Medical Expenses, Accidental Dental Coverage, Out-of Country and Emergency Travel Assistance (ETA), and Paramedical – all summarized below
- Annual deductible: \$25 per single or family
- Maximum benefit \$1,000,000 per lifetime
- **Hospital Expenses:** Extra charges for a private or semi-private room in an acute care hospital
- **Medial Expenses:**
 - Prescription drugs (fertility drugs limit \$5,000 per lifetime)
 - Emergency ambulance services
 - Oxygen, blood or plasma, artificial limbs and eyes, crutches, splints, casts, trusses, braces (braces or orthotic devices used for athletic activities are not covered)
 - Hearing aids - \$500 maximum per 5 year period
 - Wigs and hairpieces required because of injury or medical treatment – maximum \$500 per lifetime
 - Orthopedic shoes – one pair per person lifetime maximum
 - Orthotic devices – 1 pair per person every 12 months (orthotic devices use for athletics are not covered)
 - Rental or purchase (where more economical) of durable equipment for therapeutic treatment, including standard wheelchairs and hospital beds (major expenses should be approved before purchase)
 - Professional services of the following practitioners are covered at 100% from the first visit up to the specified maximumx (x-rays, applicances and tray fees are not covered)
 - Chiropractor – up to \$200 per person / year
 - Naturopath – up to \$200 per person / year
 - Remedies prescribed by a Naturopath are not covered
 - Physiotherapist and massage practitioner – no annual limit
 - Podiatrist – up to \$200 per person / year
 - Speech language pathologist – up to \$100 per person / year
 - Accupuncture treatments provided in BC by a licensed accupuncturist (including x-rays) up to \$100 per person / year
 - Reimbursement for paramedical practitioner expenses will be based on usual and customary amounts
 - Insulin pump and supplies
 - Medical condition must be Type 1 Diabetes
 - Insulin infusion pump is paid at “usual and customary” charges – the current maximum eligible expense for reimbursement is \$5,500 per 5 years
 - \$250 monthly maximum for insulin infusion pump supplies
 - Claim/application must be submitted under the provincial plan first for those who are age 18 or younger
 - In acute cases, the services of a private-duty registered nurse up to a maximum of 720 hours per year
 - Fees for medical exams required for employment purposes (if not covered by another plan)
- **Accidental Dental Coverage:** Dental expenses incurred because of an accidental blow to the mouth that require prompt repair of natural teeth are covered under the EHC plan. Normal dental care expenses are covered under the dental plan. Please refer to the dental section for details.
- **Out of Province/Country & Emergency Travel Assistance:**
 - 60 day trip duration limit; \$25 annual deductible (single or family) for in-province expenses
 - \$5,000,000 maximum per claim

<p>Vision</p> <ul style="list-style-type: none"> • Effective July 1, 2016 Vision Care benefits to be increased from \$300.00 every 12 months to \$350.00 every 12 months "rolling" for two years, resulting in a benefit of up to seven hundred (\$700.00) every 24 months.
<p>Dental</p> <ul style="list-style-type: none"> • 100% Employer paid premiums • No Annual Deductible • 75% Basic & Preventative • 75% Major Restorative • 50% Orthodontics (\$2,000/lifetime max per person)
<p>Eligibility</p> <ul style="list-style-type: none"> • Eligibility will be fifteen (15) hours per week

There will be no reduction in any benefit during the term of this Agreement. If changes are initiated by the carrier(s), then First West Credit Union shall give the Union a minimum of thirty (30) days written notice or longer if possible. The Parties agree to meet for the purpose of discussing such changes, including the possibility of alternate carriers.

LETTER OF UNDERSTANDING NO. 4

BETWEEN



Westland Insurance Group Ltd.

("Employer")

AND



(Canadian Office and Professional Employees Union, Local 378)

("Union")

RE: Permanent Part-Time Shift Schedules

1. Each Branch will allocate permanent part-time shifts as operationally required.
2. Permanent part-time shifts will be scheduled for a minimum of 15 hours per week.
3. Schedules will be posted three (3) months at a time.
4. Part-time employees are required to provide their availability one month in advance of the three (3) month schedule. Provided the operational requirements are not able to be met with the availability provided, regular part-time employees must provide additional availability based on seniority.
5. Additional hours of work that become available will be offered to qualified employees within the branch on the basis of seniority and job classification of the shift being filled, based on the following:
 - Part-time employees will be called in based on seniority, job classification and location. If still unfilled:
 - A casual employee in the job classification in that location. If still unfilled:
 - The Employer may call upon employees from other branches.
6. For shifts that become available during a scheduled period, part-time employees may decline no more than 12 shifts per year. Failure to fulfill shifts that become available following these 12 declinations will result in a review of their employment. Whether a shift is categorized as being declined will be determined on a case by case basis and will not be unreasonable.
7. Employees with ten (10) years seniority may decline without penalty after they have worked three (3) shifts in a week. Employees with less than ten (10) years seniority may decline without penalty after they have worked four (4) shifts in a week.
8. The employer will make every effort possible to ensure shifts are consecutive when requested and continuous in nature for the duration of the three (3) month availability period. Employees shifts will reflect their availability as closely as possible but cannot be guaranteed.
9. Should a part-time shift become vacant, the vacancy will be posted and allocated pursuant to the posting and selection requirements of this Agreement.

10. Scheduling for part-time employees will be specific to each Branch.
11. Scheduling for permanent part-time shifts will specify the shift and specific days of the week required for the vacancy.
12. Nothing in this Letter of Understanding denies employees any terms and conditions that they would otherwise receive.
13. The union and employer agree to meet formally in January 2020 to review this LOU and see if any adjustments are required.

Signed this day of , 2025.

SIGNED on BEHALF of the EMPLOYER

SIGNED on BEHALF of the UNION

Party of the First Part;

Party of the Second Part;

Matt Kelly, Management

Paula Marchessault, Job Steward

Ronnie Ho, Union Representative

E&OE

LETTER OF UNDERSTANDING NO. 7

BETWEEN



Westland Insurance Group Ltd.

("Employer")

AND



(Canadian Office and Professional Employees Union, Local 378)

("Union")

RE: Incentive Program

All full-time regular, part-time regular, and part-time casual bargaining unit employees will be eligible to participate in the Short-Term Incentive Program (STIP) in accordance with STIP Plan and policies which are reviewed on an annual basis. Performance multipliers will be applied to the established payout percentages.

- | | |
|------------------------|------------------------------|
| 1. Overall Rating of 5 | 150% (1.50 x payout) |
| 2. Overall Rating of 4 | 125% (1.25 x payout) |
| 3. Overall Rating of 3 | 100% (1.00 x payout) |
| 4. Overall Rating of 2 | 0-75% (0.00 – 0.75 x payout) |
| 5. Overall Rating of 1 | not eligible for payout |

Payout of the incentive will be based on individual performance and achievement of corporate objectives that are established annually. Semi-annual and annual reviews will be conducted to ensure the employees understand how they are performing. Reviews will be completed by the performance Leader. The Annual Performance Reviews are based on overall job performance, not solely on numbers produced. The incentive will be based on the bargaining unit employee's actual earned salary and will not be capped.

Signed this day of , 2025.

SIGNED on BEHALF of the EMPLOYER
Party of the First Part;

SIGNED on BEHALF of the UNION
Party of the Second Part;

Matt Kelly, Management

Paula Marchessault, Job Steward

Ronnie Ho, Union Representative

E&OE

LETTER OF UNDERSTANDING NO. 8

BETWEEN



Westland Insurance Group Ltd.

("Employer")

AND



(Canadian Office and Professional Employees Union, Local 378)

("Union")

RE: Performance Ratings

1. Concerns regarding performance ratings will be discussed initially by the employee and their manager. Unresolved issues may be referred to the job steward.

Signed this day of , 2025.

SIGNED on BEHALF of the EMPLOYER

SIGNED on BEHALF of the UNION

Party of the First Part;

Party of the Second Part;

Matt Kelly, Management

Paula Marchessault, Job Steward

Ronnie Ho, Union Representative

E&OE

LETTER OF UNDERSTANDING NO. 10

BETWEEN



Westland Insurance Group Ltd.

(“Employer”)

AND



(Canadian Office and Professional Employees Union, Local 378)

(“Union”)

RE: Staff Complement – Full/Part-Time Ratios

It is agreed by both Parties that it shall not be the intent of the Employer to increase staff on the basis of two (2) part-time employees hired to fill the position of what should be the position of a full-time employee. It is further agreed by the Employer to maintain as closely as possible the ratio of regular full-time to part-time. The ratio used was the number of regular full-time to part-time on staff during negotiations.

Signed this day of , 2025.

SIGNED on BEHALF of the EMPLOYER

SIGNED on BEHALF of the UNION

Party of the First Part;

Party of the Second Part;

Matt Kelly, Management

Paula Marchessault, Job Steward

Ronnie Ho, Union Representative

E&OE

