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# COLLECTIVE AGREEMENT

*BETWEEN*



**UNITED STEELWORKERS  
LOCAL 9705 & 1-405**

*AND*



**KOOTENAY INSURANCE SERVICES LTD.**

Effective January 1, 2017 - Expires December 31, 2020

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## **ARTICLE 1 - PURPOSE**

- 1.1 Purpose of Agreement.** The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees, to define clearly the hours of work, rates of pay and conditions of employment; to provide an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Employer and its employees and in recognition whereof, the Parties hereto covenant and agree as follows:
- 1.2 Protection of Human Rights.** Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, age, sex, family status, sexual orientation and unrelated criminal or summary conviction, or by reason of membership or activity in the Union. The Union and Employer are committed to providing a healthy environment for all employees, free from harassment and violence and will make every reasonable effort to ensure that no employee is subjected to harassment or violence in the workplace.

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## **ARTICLE 2 - UNION SECURITY & RECOGNITION**

- 2.1 Bargaining Unit.** This Agreement shall apply to all employees in the bargaining units for which the Union is certified under the Labour Code of British Columbia and shall be binding on the Employer and the Union and their respective successors and assigns.
- 2.2 Excluded Positions.** Persons acting in a management capacity as defined by the Labour Relations Code of BC, shall be excluded from the Union.
- 2.3 Union Membership.** The Employer agrees that all full-time regular, part-time regular and casual employees covered under this Agreement, as a condition of employment shall, within thirty (30) days from the effective date of hire, become and remain members of the Union. Union members may wear a Union lapel pin.
- 2.4 Union Dues, Fees & Assessments.** The Employer shall deduct from the pay of each member of the bargaining unit, such union dues, fees and assessments as prescribed by the Constitution of the Union.
- a) **Employer Remittance.**
- i) **Local 9705.** The dues for Local 9705 union members so deducted shall be remitted, along with a list of the names of employees from whom such deductions have been made, within one (1) week after the end of the month payable to:
- United Steelworkers, Local 9705  
#2 910 Portland Street  
Trail BC V1R 3X7
- ii) **Local 1-405.** The dues for Local 1-405 union members so deducted shall be remitted, along with a list of the names of employees from whom such deductions have been made, once monthly, payable to:
- USW Local 1-405  
201-105 9<sup>th</sup> Ave S.  
Cranbrook, BC V1C 2M1
- b) **Statement of Monthly Deductions.** The monthly remittance shall be accompanied by a statement showing the names of each employee from whose pay deductions have been made and the total amount deducted from the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why, along with any forms required by the International Union. A copy of the monthly remittance statement shall be sent to the Area Staff Representative.

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- c) **Liability.** The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reasons of deductions made or payments made in accordance with this Article.
  - d) **Humanity Fund.**
    - i) **Deduction Amount.** The Employer shall deduct **two cents (\$.02)** per hour on a monthly basis on behalf of all employees in the bargaining unit for all hours worked to a maximum of thirty-six (36) straight time hours per week and forward to the local Union office.
    - ii) **Payment Frequency.** This shall be deducted from each bargaining unit member's pay cheque and submitted quarterly.
  - e) **Development Fund.** The Employer will deduct .25% from each Local 9705 employee's monthly salary and forward to the local Union office following the end of each month.
  - f) **T4 Forms.** The Employer agrees to print the amount of total deductions paid by each employee for the previous calendar year on the Income Tax T4 form.
  - g) **Education Fund.** The Employer will contribute to the Union's Education Fund, on the basis of two cents (\$.02) per monthly payroll hour, per employee effective January 12, 2012. Such contributions will be made monthly by separate cheque and statement.

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## ARTICLE 3 - UNION REPRESENTATION

- 3.1 Recognition of Office Stewards.** The Employer shall recognize full-time regular employees elected or appointed by the Union to act as Office Stewards. These employees must have completed their probationary period of employment. The Union shall inform the Employer, in writing, of the names of the Office Stewards and their alternates, to a maximum of one (1) steward and one (1) alternate per office. It is also agreed to add another Steward in a department or branch when the number of employees in that department or branch reaches 20 employees.
- 3.2 Rights of Office Stewards.** The Office Stewards will investigate and process grievances or confer with the Representatives of the Union during their breaks unless circumstances do not allow. In the event circumstances do not allow, the Office Stewards will investigate and process grievances or confer with the Representatives of the Union during regular working hours, without loss of pay. The Stewards will obtain permission from Management before leaving their work area for such purposes, and such permission will not be unreasonably denied.
- 3.3 Grievance Chairperson.** It is recognized that the Union's Grievance Chairperson is required, from time to time, to attend to problems arising in her capacity as the Grievance Chairperson. It is also recognized that the Grievance Chairperson has a responsibility to the Employer. It is agreed that the Grievance Chairperson will be permitted to attend to these problems during working hours with no loss in pay. If such problems require the Grievance Chairperson to leave the office, permission must first be obtained from the manager(s) concerned. Such permission will not be unreasonably denied. It is understood that these disruptions will be held to a minimum. The Union will encourage, where possible, that issues be dealt with at the branch or department level between the manager and shop steward.
- 3.4 Employee Names & Addresses.** The Employer will provide semi-annually the names and addresses of all bargaining unit employees to the Union.
- 3.5 Union Representative to Meet With New Employees.**
- a) Where new employees are attending a new employee orientation session in Trail or Cranbrook, then the Employer will coordinate with the Union Representative suitable arrangements for a Union representative to meet the new employees for a period not to exceed one-half (½) hour.
  - b) The Employer will arrange anti-harassment presentations to ensure that each employee attends at least one session every three years. These presentations will be conducted jointly by representatives of the Employer and the Union.
- 3.6 Steward / Management Meetings.** Twice per year at a time mutually agreed upon, a joint steward /management meeting will be held. Should the Employer choose not to participate in these meetings, the Union will be permitted two hours for union business

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each time. Such meetings shall be arranged pursuant to Article 9.1 and lost time will be paid by the Employer. If the Employer calls the meeting, the Union will be permitted two (2) hours for union business, with all lost time and travel expenses paid by the Employer.

### **3.7 Joint Labour Management Committee Meetings**

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

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

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

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

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

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

### **4.2 Bargaining Unit Work.**

- a) No person whose regular job is not in the bargaining unit will work on any job for which rates are established by this Agreement, except for the purposes of instruction, experimentation, or training, in which cases, no employee in the bargaining unit shall be displaced.
- b) Notwithstanding (a) above, this does not preclude management or supervisory personnel from performing bargaining unit work on an emergency basis. An emergency is defined as an unpredictable, short-term circumstance which is beyond the control of the Employer.

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## **ARTICLE 5 - DEFINITION OF EMPLOYEES**

### **5.1 Probationary Employees.**

a) **Full-time.**

- i) All full-time employees hired into positions that do not require licensing or for those employees possessing the required licensing upon hiring, shall be considered probationary for the first sixty (60) working days of employment. The probationary period is to be determine the employee's suitability for employment. This period may be extended by mutual agreement between Kootenay Insurance Services Ltd. and the employee. Written notice shall be given to each employee advising them of completion of their probationary period.
- ii) All unlicensed employees hired into positions requiring licensing shall be considered probationary for the first one hundred and twenty (120) working days of employment. The probationary period is to determine the employee's suitability for employment. This period may be extended by mutual agreement between the Employer and the employee.

Written notice shall be given to each employee advising them of completion of their probationary period.

- b) **Part-time.** All part-time employees shall be considered probationary for the first 432 hours worked.
- c) **Probationary Seniority Credits.** All probationary seniority credits earned by an employee as a part-time employee are transferable when the employee becomes full-time.
- d) **Discharge of Probationary Employees.** A probationary employee may be discharged at the Employer's discretion without recourse to the grievance procedure. Such employees shall have the right to grieve in respect of any matter other than his/her discharge.
- e) **Job Posting for Probationary Employees.** It is agreed that probationary employees shall be entitled to bid on permanent job postings.

**5.2 Full-time Regular Employees.** All employees hired to work on a regular full-time basis, exclusive of replacement hours, who have completed the probation period as set out in Article 5.1 above.

**5.3 Part-time Regular Employees.** All employees other than full-time who work scheduled hours and who have completed their probation period. Part-time employees will be advised of their status when hired.

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Part time employees are entitled to the following benefits based on eligibility as outlined in this Agreement:

- a) 8.4 - Annual Vacation
- b) 9.3 (b) (c) – Bereavement Leave
- c) 9.4 – Jury Duty
- d) 9.5 – Pregnancy Leave
- e) 9.6 – Parental Leave
- f) 9.7 – Special Leave
- g) 10.1 – Benefit Plan

Once part time employees have worked 1872/1924 hours in a two-year period, they will become eligible for the following benefits, pro-rated based on the date of eligibility:

- a) 7.1 (c) – Floating Holidays
- b) 9.8 – Family Responsibility Leave
- c) 10.2 (b) – Sick Leave
- d) 10.3 – Pension Plan

**5.4 Student Education.** The Union recognizes the right of the Employer to assist in the education of non-paid students. Such students will not be a part of the bargaining unit or perform bargaining unit work. All other students will be paid in accordance with the Collective Agreement and will pay union dues. No students shall accrue seniority or displace any current employee.

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## ARTICLE 6 - HOURS OF WORK & OVERTIME

### 6.1 Work Week.

- a) **Hours per Week.**
  - i) For Trail-based employees, the work week shall be thirty-six (36) hours.
  - ii) For Cranbrook-based employees, the work week shall be thirty-seven (37) hours.
  - iii) **For Nelson based employees, the work week shall be thirty-six (36) hours.**
- b) **Days per Week.** The work week shall be five (5) consecutive work days during the period of Monday to Saturday inclusive.
- c) **Hours per Day.** A work day shall be a maximum of eight and one-half (8½) hours between the hours of 7:30am and 5:30 pm, on Thursdays and Friday the hours may go between 7:30 am and 9:00 pm.
- d) **Minimum Hours Per Shift.** Four (4) hour shifts will be the minimum shift duration permitted in any one (1) day.
- e) **Work Schedule Changes.** It is agreed that 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 a change in existing hours or shifts, the Employer agrees to give at least fourteen (14) days' notice of any change and during that 14-day period, agrees to discuss any changes with the employee(s) or Union.

### 6.2 Travel Time.

- a) **Travel Outside of Work Hours.** Time required to travel prior to or after an employee's normal work hours for the purpose of attending training sessions or meeting at a location outside the employee's region will be reimbursed at straight time rates in accordance with Appendix "B" - Travel Time Schedule.
- b) **Travel During Work Hours.** Travel time during an employee's normal work hours is not reimbursed, and should travel occur during normal work hours, the appropriate reimbursement stipulated in Appendix "B" will be reduced accordingly.

- ### 6.3 Lunch Breaks.
- A one (1)-hour unpaid lunch period will be scheduled for each employee normally between the hours of 11:00am and 2:30pm. If an employee, for whatever reason, is continually scheduled for an unfavourable lunch period in his/her opinion, the Employer agrees to rotate lunch periods whenever possible within the constraints of the operation concerned.

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#### **6.4 Rest Periods.**

- a) **Full-time Regular Employees.** Full-time regular employees shall have a reasonable opportunity for two (2) fifteen (15) -minute rest periods away from their workstation during the day. However, it is recognized that if required, mutual arrangements may be made.
- b) **Part-time Employees.** Part-time employees will be entitled to the following rest periods during the day:
  - i) When up to five (5) hours are worked, one paid rest period of fifteen(15) minutes;
  - ii) When in excess of five (5) hours are worked, one paid rest period of thirty(30)minutes;
  - iii) When working full days, work breaks will be as per Article 6.4(a).

#### **6.5 Overtime Premiums.**

- a) **Regular Overtime.** The Employer agrees to pay overtime at the rate of time and one-half for hours in excess of an employee's normal work day up to eleven (11) hours, and for hours in excess of an employee's normal work week up to forty-eight (48) hours. All overtime in excess of these hours will be paid at double time.
- b) **Overtime - Normal Day Off.** In situations where an employee is required to work on his/her normal day off, time and one-half will be paid.
- c) **Call Outs.** An employee called back to work for any reason, including security, after having completed a regular day's work, or on a regularly scheduled day of rest, or from a vacation, shall be paid at the applicable overtime premium specified in this section for a minimum of two (2) hours or for time worked, whichever is greater. Travel time to and from the employee's residence will be considered time worked.
- d) **Authorization of Overtime.** Overtime work must be authorized by Management.

**6.6 Overtime Meal.** An employee who works overtime beyond a regular shift shall be allowed a suitable meal and one-half (½) hour paid meal period in which to eat the meal at his/her straight time hourly rate of pay, provided such overtime is in excess of two (2) hours' work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed.

**6.7 Declining Overtime.** 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. However, it is recognized that as much as possible, overtime will be distributed fairly and equally amongst all employees.

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**6.8 Time Off in Lieu of Overtime.** Employees who work overtime may elect to take time off to a maximum of 36 hours in lieu of overtime pay. Accumulated overtime will be taken within one (1) year of its incurrence and will be scheduled at a mutually agreeable time. Therefore, the employee may choose one of the following:

- a) to be paid all overtime hours at the appropriate rates, or
- b) to take time off with pay, the length of time off being equal to the straight time equivalent to the overtime earnings.

**6.9 Scheduling Part-time Employees.**

- a) **Notification.** The scheduling of hours for part-time employees shall be posted at least one (1) week prior to the first day of each month.
- b) **Rescheduling.** The Employer has the right to re-schedule part-time employees in cases of unforeseen circumstances.
- c) **Extra Hours.** The principle of seniority shall be applied when assigning unscheduled hours to part-time employees.
- d) **Right to Work Part-time.** If an employee bids or is hired into a part-time job, then he/she will maintain the right to work part-time. If a part-time employee refuses extra hours, he/she will not be penalized and those hours will be offered to another qualified part-time employee on a seniority basis. If all qualified part-time employees able to do the job refuse the extra hours, then the Employer has the right to schedule said hours to the junior qualified employee able to do the job.

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## ARTICLE 7 - STATUTORY HOLIDAYS

### 7.1 Paid Holidays.

- a) **List of Holidays.** The Employer agrees to provide all full-time employees with the following statutory holidays, without loss of pay:

- New Year's Day
- Canada Day
- Thanksgiving Day
- Boxing Day
- **Easter Monday\* (For Nelson Branch Employees only)**
- Good Friday
- BC Day
- Remembrance Day
- Family Day (Beginning Feb. 18, 2013)\*
- Victoria Day
- Labour Day
- Christmas Day

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Governments. 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) **Time Off in Lieu of Holiday.** The day off in lieu of a holiday which falls on an employee's normal day off must be taken by December 31st of the year in which 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 Insurance Company.
- c) **Floating Holidays.**
- i) **Full-time Employees.** In addition to the holidays stipulated in Section 7.1(a) above, following completion of the probationary period stipulated in Article 5.1, an employee will be entitled to one (1) paid holiday in each year of service, prorated for partial years of service. These shall be known as "floating" holidays and each shall be taken at a time mutually agreed between the Employer and the employee. **Nelson Branch is excluded from this provision.**
- ii) **Part-time Employees.** When a part-time regular employee has worked 1872/1924 hours in a two year period, then he/she shall be entitled to two (2) paid days off, one "floater" and one day of "personal leave" at his/her rate of pay to be taken at a mutually agreeable time.
- d) **Holidays During Annual Vacation.** In the event any of the holidays in Article 7.1(a) occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.
- e) **Statutory Pay for Part-time employees – Part-time regular employees shall receive four point four percent (4.4%) for Cranbrook and Trail offices and four point eight (4.8%) for the Nelson office (due to Easter Monday Stat) of their rate of pay as statutory holiday pay.**

## ARTICLE 8 - ANNUAL VACATIONS

**8.1 Vacation Entitlement - Full-time Employees.** The vacation year shall be January 1 to December 31. All full-time regular employees shall receive a paid vacation in accordance with the following entitlements:

- a) **First Year of Employment.** In the first vacation year of employment, an employee shall accrue .83 of a day of paid vacation for each month of service to a maximum of ten days.
- b) **Eligibility Period.** An employee who has completed three (3) months or more employment in his/her first vacation year shall be allowed to take a paid vacation in the amount of time accrued to the start of vacation. Such time, if taken, shall be deducted from the employee's total accrual for the first vacation year.
- c) **Increments.** Employees shall accrue a paid vacation entitlement in each vacation year, in accordance with the following increments:

Vacation Year of Service Entered	Equivalent Weekly Entitlement
1st year	Up to Two (2) weeks
2 <sup>nd</sup> year to 5 <sup>th</sup> year	Three (3) weeks
6 <sup>th</sup> year to 9 <sup>th</sup> year	Four (4) weeks
10 <sup>th</sup> year to 14 <sup>th</sup> year	Five (5) weeks
15 <sup>th</sup> year to 19 <sup>th</sup> year	Six (6) weeks
20 <sup>th</sup> year and subsequent	Seven (7) weeks

**8.2 Vacation Pay on Termination.** An employee may take his/her paid vacation entitlement during the vacation year in which it is being earned, but if he/she subsequently terminates in that year, a pro-rated adjustment will be made to the employee's final pay cheque if the vacation taken exceeds the paid vacation earned.

**8.3 Absences Not Affecting Vacation with Pay Entitlement.** For employees with more than one (1) continuous year of service, the following leave of absence from work shall be considered as days worked in determining vacation with pay entitlements:

- a) **Workers' Compensation/Illness.** Absence due to Workers' Compensation or illness for a period up to nine (9) months, providing the employee returns to work with the Employer. In case of absence due to illness, the Employer shall have the right to require written confirmation of illness from a qualified medical doctor. In instances where an employee is absent due to illness or Workers' Compensation in excess of nine (9) months, then upon his/her return, he/she may schedule his/her vacation earned in that calendar year in accordance with the provisions of the Collective Agreement. Should he/she have any unused vacation from a previous year, then

he/she is entitled to exercise the option of either scheduling the unused vacation during the same calendar year at a time mutually agreed upon, but which does not interfere with the vacation entitlements of any other employee, or he/she may be paid out his/her unused vacation.

- b) **Leave without Pay.** Absence without pay approved in writing by the Employer shall be credited towards entitlement for annual vacations, but time spent on such leave will not be counted in computing vacation pay.
- c) **Pregnancy Leave.** Absence due to Pregnancy Leave, as per Article 9.5.

#### **8.4 Vacation Entitlement - Part-time.**

<b>Vacation Year Entered</b>	<b>Annual Entitlement</b>
First Year of Employment	Two (2) weeks unpaid, prorated based on hire date
Second (2 <sup>nd</sup> ) to Fifth (5 <sup>th</sup> ) year	Two (2) weeks unpaid
Sixth (6 <sup>th</sup> ) to <b>tenth (10<sup>th</sup>) year</b>	Three (3) weeks unpaid
<b>Eleventh (11<sup>th</sup>)</b> and subsequent year	<b>Four (4) weeks unpaid</b>

Part-time employees with less than five (5) years of employment shall receive, in addition to the rate of pay, four percent (4%) of that rate in lieu of vacation. Part-time employees with five or more years of employment shall receive, in addition to the rate of pay, six (6%) of that rate in lieu of vacation.

Vacation must be scheduled in periods of one or more weeks, unless the employee requests otherwise.

Vacation must be taken within the calendar year it has been granted.

#### **8.5 Vacation Scheduling.**

- a) **Mutual Arrangements.** Vacations shall be mutually arranged amongst the bargaining unit employees in an attempt to ensure that all employees have an opportunity to enjoy preferable vacation periods. In the event that mutual arrangements cannot be made, then senior employees will have preference.
- b) **Scheduling Vacations.** Employees shall select their vacation periods in order of seniority as defined in Article 14.1 of this Agreement. However, all employees may only schedule two (2) weeks at a time during the summer months of June to August inclusive, until all employees in the signing group have had the opportunity to select one summer vacation period.
- c) **Vacation Scheduling Deadline.** Vacation requests within the office, including individual days, will be scheduled in order of seniority. All vacation requests received

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by February 15 will be approved by March 01. Vacation requests received after February 15 will be approved on a first-come, first-served basis.

- d) **Individual Vacation Days.** Employees will have the opportunity to schedule up to one week of annual vacation as individual days prior to March 01. Individual days will be scheduled in order of seniority, once all employees within the work group have had an opportunity to schedule full week blocks. Employees who wish to schedule additional individual days after March 01 will do so on a first-come, first-served basis.
- e) **Rescheduling Vacation.** Subject to Management approval, any employee shall be permitted to re-schedule his/her vacation if it does not interfere with vacations already scheduled by other employees. Such approval shall not be unreasonably denied.
- f) **Banking Vacation Entitlement.** Regular full-time employees who qualify under Article 8.1 shall be entitled to bank a maximum of one (1) week vacation to be taken by April 30 of the following year. Vacation days not taken by April 30 will be automatically paid out unless the banked vacation is cancelled by the Employer or cannot be taken due to illness of the employee. In such case, the employee can carry over the remaining time to be taken in the next calendar year, provided the employee was ill for at least one (1) week. Other arrangements may be made by mutual agreement. Employees making use of this provision may do so except when it interferes with the scheduling of other employees' regular vacations.
- g) **Management Approval.** All vacation scheduling is subject to Management approval and such approval shall not be unreasonably denied.
- h) **Retaining Approved Vacation when Changing Locations.** Employees who move to another office once that office's annual vacation schedule has been approved will be allowed to retain previously approved vacation, only if it does not interfere with another employee's scheduled vacation or with the operational requirements of that office. The Employer will make their best efforts to accommodate the employee's vacation request.

## **8.6 Rescheduling Vacation due to Sickness or Accident.**

- a) **Prior to Commencing Vacation.** An employee unable to go on his/her scheduled annual vacation because of sickness or accident may, upon notification to the manager and with a proper medical certificate, postpone such vacation, and such vacation shall be rescheduled. The employee cannot bump any other employee's scheduled vacation.
- b) **During Vacation.** An employee who becomes sick or has an accident during a scheduled vacation may reschedule the balance of that vacation. To be eligible, the employee must have been sick or been disabled due to an accident for at least one (1) week. The employee cannot bump anyone else's scheduled vacation.

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## ARTICLE 9 - LEAVES OF ABSENCE

### 9.1 Union Business.

- a) **Notice & Time Requirements.** Leave of absence without pay may be granted to employees for the purpose of attending to Union business, providing the Employer's work requirements allow for such leave. The Union will request such leave by giving the Employer at least two (2) weeks' notice. This leave is restricted to two hundred eighty (280) hours per year with a maximum of one hundred forty (140) hours from one office. This limit may be extended by mutual agreement.
- b) **Leave Restriction.** The Union agrees not to apply for leave during a week where a statutory holiday falls.
- c) **Reimbursement for Unpaid Leave.** Where employees are booked off for unpaid Union leave, then the Employer agrees to pay that employee his/her regular pay and bill the local Union for reimbursement. Where the leave is greater than thirty (30) consecutive days, reimbursement shall include benefit costs, tax, etc.
- d) **Union Position.** Upon written notice of thirty (30) calendar days the Employer will grant Leave of Absence without pay to employees who are appointed or elected to Union position for a period up to and including three (3) years. Further Leave of Absence may be granted by mutual consent. The employee on such leave will maintain their license. The employee who obtains his/her leave of absence shall return to his/her Employer within thirty (30) calendar days written notice after the completion of his/her term of employment with the Union, without loss of seniority. Upon return, Article 13.1 – Bumping Process will be invoked. The Employer shall not be required to grant Leave of Absence to more than one (1) employee at a time.

### 9.2 International Union Leave.

Leave of absence without pay may be granted to an employee for the purpose of attending to international union business, providing the Employer's work requirement allow such leave and the employee on such leave maintains their license. It is agreed that this provision is limited to one (1) person at any given time. The Union will request such leave by giving the Employer at least two (2) weeks' notice. This leave is restricted to the equivalent of three (3) years' duration, but may be extended to allow an employee to complete her probationary period in instances where that employee is being considered for a full-time position with the International Union. All leave will be fully reimbursed, including salary, benefits and pension costs by the Union to the Employer.

### 9.3 Bereavement Leave.

- a) **Immediate Family - Full-time Employees.** In case of death in the immediate family of a full-time regular employee, the employee shall be granted leave of absence with

pay to a maximum of 36/37 hours. Immediate family is defined as the employee's spouse, mother, father, son, daughter, foster child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-parent, step-child, grandparent and grandchild. The leave of absence will not be charged against paid sick leave or annual vacation entitlement. This leave may be extended at the discretion of the branch manager, without pay. This leave will not be unreasonably denied.

- b) **Immediate Family - Part-time Employees.** Part-time employees are entitled to a maximum of five (5) working days' leave, three (3) of which will be paid, providing the employee was scheduled to work. The definition of "day" shall be the hours normally worked by the employee. This leave may be extended at the discretion of the branch manager, without pay. This leave will not be unreasonably denied.
- c) **Extended Family - Full-time & Part-time Employees.** In the case of death of an employee's spouse's grandparents, or an employee's aunts, uncles, nieces, nephews and cousins, any employee scheduled to work shall be granted a leave of absence without pay to a maximum of five (5) working days. This leave may be extended at the discretion of the branch manager. When an employee attends the funeral on a workday, he/she shall be reimbursed up to one (1) day's pay.

**9.4 Jury Duty.** Full-time regular and part-time regular employees summoned to jury duty or summoned as a witness, providing it is not in the employee's own defense, shall be paid regular wages on such days of actual service, providing they were scheduled to work and providing that any monies paid to the employee for such service will be payable to the Employer.

### **9.5 Pregnancy Leave.**

- a) **Entitlement.** An employee who is pregnant or has received confirmation of approved adoption shall be entitled, upon written application, to a leave of absence without pay of seventeen (17) weeks, or such shorter leave of absence as the employee may request. In the case of a pregnant employee, such shorter leave shall commence during the period of eleven (11) weeks immediately preceding the estimated day of her delivery.
- b) **Extension of Entitlement.** An employee may have her pregnancy leave extended up to six (6) additional consecutive weeks of unpaid leave, to a maximum of twenty-three (23) weeks, for reasons related to the birth or termination of the pregnancy, if she is unable to return to work when her leave ends under Article 9.5(a) above. Written notice must be given to the Employer at least two (2) weeks prior to the commencement of the extended leave.
- c) **Return to Work Restriction.** Notwithstanding Article 9.5(a), where the actual date of delivery is later than the estimated day of delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery.

- d) **Notice Requirements.** An employee who is pregnant shall give the Employer one (1) weeks' notice in writing of the day upon which she intends to commence her leave of absence, and must furnish the Employer with the certificate of a legally qualified medical practitioner stating she is pregnant and giving the estimated day upon which delivery will occur, in his/her opinion.
- e) **Early Leave for Medical Reasons.** It is recognized that, if for any medical reason, a pregnant employee is required to commence leave prior to the date of requested pregnancy leave, either sick leave credits and/or Short or Long-term Disability benefits may be used, or at the request of the employee, pregnancy leave may be rescheduled.
- f) **Notice of Return to Work.** An employee who intends to resume employment on the expiration of a leave of absence shall give the Employer one weeks' notice. An employee who elects to shorten the six (6) week period of leave shall give the Employer three (3) weeks' notice of her intention to do so, and in the case of an employee who received leave due to a pregnancy, furnish the Employer with the certificate of a legally qualified medical practitioner, stating she is able to resume work. On the return to work by any employee under this section, the Employer shall reinstate the employee to her previous position or, should her former position be redundant, provide her with alternative work under the terms of the bumping procedure as set out in Article 13.1, and at not less than her normal salary at the time her leave of absence began.
- g) **Benefits Unaffected by Pregnancy Leave.**
  - i) **Service / Pension / Vacation Entitlement.** The period of such leave shall be considered as employee service for seniority and pension purposes and vacation entitlement and pay. Employee service is defined as the time she would have normally worked at commencement of leave.
  - ii) **Employee Benefits.** The Employer agrees to maintain Medical, Extended Health, Group Life Insurance, Accidental Death & Dismemberment and Dental coverage for an employee for the duration of her pregnancy leave on the same basis as though the employee was working.

## **9.6 Parental Leave.**

### **a) Entitlement.**

- i) **Birth Mother.** A birth mother who has taken pregnancy leave is entitled to up to 35 consecutive weeks of unpaid leave, commencing immediately after the end of the pregnancy leave. A birth mother who has not taken pregnancy leave is entitled to up to 37 consecutive weeks of unpaid leave, beginning after the child's birth and within 52 weeks after that event.

- ii) **Birth Father.** A birth father is entitled to up to 37 consecutive weeks of unpaid leave, beginning after the child's birth and within 52 weeks after that event.
- iii) **Adopting Parent.** An adopting parent is entitled to up to 37 consecutive weeks of unpaid leave, beginning within 52 weeks after the child is placed with the parent.

**b) Notice Requirements.**

- i) **Notice to Commence Parental Leave.** An employee who intends to commence parental leave shall give the Employer four (4) weeks' written notice.
- ii) **Notice of Return to Work.** An employee who intends to resume employment on the expiration of parental leave shall give the Employer one (1) weeks' notice.

**c) Benefits Unaffected by Parental Leave.**

- i) **Service / Pension / Vacation Entitlement.** The period of such leave shall be considered as employee service for seniority and pension purposes and vacation entitlement.
- ii) **Employee Benefits.** The Employer agrees to maintain Medical, Extended Health, Group Life Insurance, Accidental Death & Dismemberment and Dental coverage for an employee for the duration of his/her parental leave on the same basis as though the employee was working.

**9.7 Special Leave without Pay.**

- a) **Annual Entitlement.** An employee may be granted a leave of absence without pay, for up to 72 hours per calendar year, subject to operational requirements. This leave may be taken in full-day increments. On such leaves, seniority will accrue. Leave of absence will normally only be considered providing that all annual vacation entitlement and accrued days in lieu of statutory holidays have been taken; or all annual vacation entitlement or accrued days in lieu of statutory holidays have been previously scheduled and approved.
- b) **Medical Emergency & Required Treatment.** In the case of a medical emergency and required treatment/**appointments** in the family, up to sixty (60) days unpaid leave shall be granted, if required. Family is defined as **the employee**, spouse, child, parent, grandparent and grandchild. This leave will not be unreasonably denied.

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## **9.8 Family Responsibility Leave.**

In case of the care, health or education of a child in the employee's care, or the care or health of any other member of the employee's immediate family, the employee is entitled to 36/37 unpaid hours per calendar year. This will be provided on January 01 of each year. Part-time employees who have worked 1872/1924 hours in a two (2) year period are entitled to one (1) day per calendar year. Such leave shall not be unreasonably denied. Employees accessing such leave will be permitted to use paid sick leave days, provided they have the time accumulated.

## **9.9 Personal Leave.**

An employee will be entitled to 14.4 hours (2 paid days) of leave in each year of service, prorated for partial years of service. These shall be known as "Personal Days" and may be used for whatever purpose the employee decides. Each day shall be taken at a time mutually agreed between the Employer and the employee.

## **9.10 Medical and Dental Leave.**

**All full-time regular employees shall be entitled to a maximum of fourteen (14) paid hours per calendar year to attend to any kind of medical or dental appointments for their own personal use. Employees will also be entitled to obtain leave without pay for further medical or dental appointments required by themselves or any member of their family. It is recognized by the employee that the Employer requires as much notice as possible for these leaves, and these requests shall not be unreasonably denied.**

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## **ARTICLE 10 - BENEFIT PLANS & SICK LEAVE**

### **10.1 Benefit Plans.** Differences in how benefits get paid.

- a) **Eligibility Period.** All full-time regular and part-time regular employees shall become eligible for coverage under the Employer's benefit plans, on the first day of the month following three (3) months of employment.
- b) **Eligibility Period – Part Time:** All part-time regular employees shall become eligible for coverage under the Employer's benefit plans on the first day of the month following the completion of 468 hours worked.
- c) **List of Benefit Plans.** Details of the plans are contained in brochures provided by the Employer. The Employer shall pay the cost of premiums of the following plans:
  - Medical Services Plan of BC
  - Extended Health Benefit Plan (For part-time employees, coverage is for the employee only)
  - Basic Group Life Insurance
  - Accidental Death & Dismemberment (For part-time employees, coverage is for the employee only)
  - Dental Plan (75% of A, 75% of B, 50% of C to **\$3,000**) (For part-time employees, coverage is for the employee only)
  - **Vision Care - \$400/24 months**
- d) **Health Care Spending Account.** The Employer agrees to establish a Health Care Spending Account for each eligible employee and agrees to contribute **two hundred dollars (\$200.00)** per year, **to a cumulative cap of six hundred dollars (\$600.00)** for each employee, effective January 1, **2017**.
- e) **Payment of Weekly Indemnity & Long-term Disability Premiums.**
  - i) Effective January 1, 2009, the Employer agrees to pay 100% of the monthly premiums of the Long Term Disability Plan. Where possible, the Employer's contribution will be paid in a manner that, if both legally appropriate and resulting in no additional costs to the Employer, will be structured to make benefits non-taxable.
  - ii) Effective January 1, 2009, the Employee will pay 100% of the monthly premiums of the Short Term Disability Plan.

### **10.2 Sick Leave.**

- a) **Full-time Employees.** A full-time employee shall accrue sick leave credits of (one) 1.0 days per month for each month actually worked in a calendar year to a maximum of twelve (12) days per year. Unused credits shall be accumulated to a maximum of thirty (30) days.

- b) **Part-time Employees.** A part-time regular employee who has worked 1924/1872 hours in a two-year period shall be entitled to a maximum of six (6) paid sick days per calendar year. Any sick day credits remaining at December 31 may not be carried over, but a further six (6) days will be advanced on January 1 of the following year.
- c) **Qualifying Absences.** The parties agree that employees must complete the necessary Weekly Indemnity forms in the manner and time prescribed by the carrier. In those circumstances where the carrier rejects a claim, the employee must appeal forthwith. The Employer will assist the employee in this process upon request. Throughout this process, sick leave credits will be used for all such absences.
- d) **Continuation of Benefits.** The Employer shall agree to pay the employee's full short term disability benefits, if the employee is eligible for such a benefit, until such a time that the employee is approved for coverage by the insurance carrier. The Employer will cease to pay such benefits:
  - i) If the carrier denies the employee's application for coverage, or
  - ii) Upon commencement of receipt of benefits by the employer from the carrier.
- e) The employee agrees to repay to the Employer any benefits received once the application process has been completed and the claim has been either approved or declined.

### **10.3 Pension Plan**

- a) Employees hired on or before the date of ratification (2012). The Employer agrees to maintain, for the duration of this Agreement, the pension plan currently in effect, or its equivalent. If there are any changes to the plan, the Union will be advised.
- b) Employees hired after the date of ratification (2012). The parties agree that subject to the eligibility requirements set out in the pension plan, all bargaining unit employees covered by Clause 10.3(b) will become and remain members of the BC Credit Union Employees Pension Plan, as modified or amended by its Board of Trustees from time to time. Once the Employer is advised of modifications, and/or amendments, by the Board of Trustees, it will advise the Union. The Employees will be subject to the terms of the pension plan as modified and/or amended by the Board of Trustees.

### **10.4 Doctor's Note for Sickness.** An employee absent for reasons of sickness or accident, after a period of five(5) consecutive working days, may be required to produce a doctor's note verifying the reason(s) for the absence.

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## **ARTICLE 11 - SALARY POLICY**

### **11.1 Salaries**

- a) **Salary Schedule.** Employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix "A" – Salary Scales.
- b) **Pay Frequency.** Employees shall be paid biweekly.

### **11.2 Job Classification & Job Duties**

- a) Job descriptions are written with the intent to set forth the general duties and requirements of the job and the level of skill required, and shall not be construed as imposing any restriction on the right of the Employer to create a new job or to assign duties to employees other than those specifically mentioned in the job description. Job descriptions will be updated by the Employer when new job duties are assigned to an Employee permanently.
- b) Notwithstanding (a) above if, in either Parties' opinion, the assignment of such duties changes the content sufficiently to justify a review of the job rate, the Employer will set a rate and advise the Union.
- c) Similarly, where a new job is created, the Employer will set a rate and advise the Union.
- d) The Employer and the Union will discuss the job pay rate and, where not in agreement, the rate shall be referred to expedited arbitration within thirty (30) days.

### **11.3 Salary Increases**

- a) **Salary Increase for Promotion.** An employee who is promoted will be placed on the next highest step which will generate a salary increase.
- b) **Salary Increase for Service in Temporary Positions.** When an employee works in a posted temporary position of a higher job grade for six (6) months or longer, leaves that position, but returns within six (6) months, for purposes of movement on the salary grid, he/she will be credited with the service he/she accrued during the temporary posting. This six (6)-month period may be extended by mutual agreement.

### **11.4 Substitution Pay**

- a) **Cross-trained Employees.** Where an employee substitutes in a higher position for a full day or longer for which he/she has successfully completed his/her cross training, then he/she shall receive the higher wage rate.

- b) **Non-cross-trained Employees.** Where an employee substitutes in a higher position for which he/she has not been cross trained, then he/she will be entitled to the higher wage rate after completion of three (3) consecutive work days in the higher position. The higher rate will be paid retroactively for the three - (3)day period.

**11.5 In-charge Premium.** In the absence of all on-site management and work leader employees for a duration of four (4) hours or more, the most senior employee or the employee in the most senior position within the branch who is capable to relieve will be designated to be “in charge”. This employee shall be paid an additional \$20.00 for each shift that he/she is designated as being “in charge”. The person designated “in charge” may be responsible for opening and/or closing the building, taking care of the premises, security and direction of other employees for a minimum of four hours per day.

**11.6 Salary Adjustment - Part-time to Full-time.** A part-time employee who becomes full-time shall be placed on the appropriate salary range consistent with his/her length of accumulated service.

**11.7 Recalls & Demotions.**

- a) **Recall to Lower Position.** A recalled employee who accepts a position in a salary range which is lower than for his/her former position shall be paid at a step in the salary range commensurate with his/her service at layoff.
- b) **Voluntary Demotion.** An employee who transfers to a position in a lower salary range for reasons attributable to the employee shall be paid at a step in the salary range commensurate with their service at the time of transfer.

**11.8 Technological Change.** If, as a result of technological change, as set out in Article 17, an employee's position has a lower salary range:

- a) the employee shall retain his/her former salary if he/she has been able to adapt to the technological change;
- b) the employee shall be placed on the lower salary if he/she was not able to adapt to the technological change.

**11.9 Rate Protection.** In the case of ‘red-circled’ employees, such employees shall receive eighty percent (80%) of the wage increase applicable to the standard for the job in which they are the incumbents until such time as the red circle differential disappears. ‘Red-circled’ employees who are fifty-five (55) years of age or over on the date that any increase becomes effective shall receive the full amount of the standard increase.

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**11.10 Temporary Assignment to Higher Rated Job:** If an employee is temporarily assigned to higher paying job duties within the unit for a minimum of two (2) hours, he/she will be paid the rate of pay for the job for the entire day, provided the employee is in possession of the license required by the Insurance Council of B.C. for such work.

### **11.11 Level II Compensation**

Upon successful completion of the approved Level II licensing requirement, employees holding Level II **license** on a permanent basis will be entitled to twenty-five dollars (\$25.00) per month above the appropriate rate.

### **11.12 Cross-Training Premium**

- i) Premium Rate - For those employees specifically assigned to train or cross-train other employees for periods of four (4) or more hours, a premium of \$.50 per hour for all such hours shall be paid.
- ii) Employer Rights – The Employer is not precluded from assigning such training to excluded personnel, nor precluded from creating a Training Manager position to perform cross-training.

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## ARTICLE 12 - JOB POSTING

### 12.1 Posting Process.

#### a) Posting Vacancies.

- i) **Notice.** Notice of permanent and temporary job vacancies shall be posted on a bulletin board on the Employer's premises for at least three (3) working days. The notice shall indicate job title, category, salary, a brief outline of the duties involved, and shall indicate if the position is full time or part time. When known, the date on which a temporary vacancy is expected to end will be included on the temporary job posting. A copy of the notice shall be sent to the Office Stewards and the Union office. In instances where an employee has given adequate notice for an extended leave of absence, such as pregnancy leave, then notice of a job vacancy will be posted thirty (30) working days prior to the date the leave commences.
- ii) **Timeline for Accepting or Declining Job Offers.** Following a job offer, an employee will be given forty-eight (48) hours to accept or decline the offer.
- iii) **Long-term Absences.** If an employee is absent on Long-term Disability or for any other reason for a period of more than two (2) years, the Employer and the Union may mutually agree to post the job as a permanent vacancy. However, should the affected employee return from his/her absence, he/she will be placed on the job she was on immediately prior to his/her absence, or another job which will be mutually agreed to by the Employer and the Union.

It is recognized that displacements will occur as a result of the affected employee returning to work. This may include a layoff. Therefore, the bumping process will be implemented.

When the job of the affected employee is posted permanently, the following clause will appear on the job posting:

"This job is being filled to replace an absent employee. Should this employee return, it could result in the displacement of the current incumbent or another employee."

- iv) **All jobs, upon becoming vacant or when created – including temporary vacancies as per Article 12.1 d) – will be posted and filled. If there are no applicants with the required licensing, the employer will hire and train. Notwithstanding Article 4.1.**

b) **Posting Process.**

- i) **Bidding Conditions.** An employee may bid on a vacant position which may involve a promotion, lateral transfer, temporary vacancy or lower classification, subject to the conditions outlined in Article 12.1(b)(ii).
  - ii) **Accepting a New Position.** Once an employee has accepted a permanent position, the employee is restricted from applying for other postings prior to starting the position, unless bidding out would result in a move to a permanent position of a higher job grade or status, onto a newly created permanent position.
  - iii) The employee must remain in the new job for a minimum of six (6) months before being eligible for another permanent posting, unless the new posting would result in a move to a higher job grade or status, or to a newly created permanent position.
  - iv) The employee must remain in the new job for a minimum of six (6) months before being eligible for a temporary posting.
  - v) Once an employee has accepted a temporary position, the employee is restricted from bidding out of that temporary position for the duration of the temporary absence, as identified on the initial posting, unless:
    - a) bidding out results in a move to a permanent position,
    - b) bidding out results in a move to a newly created permanent position,
    - c) the employee is in the last thirty (30) days of the temporary posting,
    - d) where the posting is for more than one (1) year the employee can bid out after one year.
- c) **Filling Posted Vacancies.** The parties recognize the importance of filling all posted job vacancies as soon as possible. Accordingly, the Employer agrees to fill posted vacancies at the earliest possible time.
- i) Where an employee has been selected to fill an immediate job vacancy, the Employer will use its best efforts to effect the move of such employee within a period of thirty (30) calendar days from the date of the selection. Where circumstances are such that the move cannot be effected in thirty (30) calendar days, the Employer will notify the Union. If an employee cannot be moved to his/her new position within fourteen (14) calendar days from the date of selection, he/she will assume status of the new position fourteen (14) calendar days from the date of selection for the purpose of job posting only. If an employee cannot be moved to his/her new position within thirty (30) calendar days from the date of selection, he/she will assume the salary and

associated benefits of the new position thirty (30) calendar days from the date of selection.

- ii) Where an employee has been selected to fill a future job vacancy, such as a retirement or pregnancy leave, the Employer will use its best efforts to effect the move of such employee by the projected start date of the position, as identified on the job posting. Where circumstances are such that the move cannot be effected in fourteen (14) calendar days, the Employer will notify the Union. If an employee cannot be moved to his/her new position within fourteen (14) calendar days after the projected start date of the position, he/she will assume the salary and associated benefits of the new position fourteen (14) calendar days after the projected start date.

**d) Temporary Vacancies.**

- i) **Definition.** A temporary absence, for the purpose of postings is for a fixed and determinable time, unless extenuating circumstances become apparent.
- ii) **Absence of 30 Days or Less.** If a temporary absence is for thirty (30) consecutive days or less, then Kootenay Insurance Services Ltd's present practice shall continue and no posting is required.
- iii) **Absence of 31 Days to 12 Weeks.** If a temporary absence is for more than thirty (30) consecutive days but less than or equal to twelve (12) weeks, then the vacant position shall be posted within the office where the temporary absence arose.
- iv) **Absence of Over 12 Weeks.** If a temporary absence is for more than twelve (12) weeks, then the vacant position shall be posted in all unionized offices.
- v) **Employee Status When Filling Temporary Vacancy.** An employee filling a posting as a result of a temporary absence shall maintain his/her status at the time he/she applied for the posting. Specifically, a part-time employee cannot have full-time status by obtaining full-time hours due to a temporary absence. However, once the length of the absence exceeds one hundred twenty (120) days, the replacement employee will assume the status of the absent employee for the purposes of benefits outlined in Article 10 for the duration of the temporary absence. Should the absent employee return to his/her position, then the replacement employee reverts to his/her former status, and forfeits any accrued sick leave credits. Should the position become permanent, then the vacancy will again be posted in accordance with Article 12.1.
- vi) **New Employees Hired to Fill Temporary Vacancy.** If KIS hires an employee to perform a job as a result of the temporary absence, then that

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employee will be classified as part-time and will be eligible for seniority in accordance with the Collective Agreement.

## **12.2 Selection Process.**

- a) **Selection Preference.** 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 ability to do the job as defined by the minimum entry level requirements for the position. Preference in selection shall be to full-time regular, part-time regular, and new employees hired pursuant to Article 12.1(d)(vi) in that order.
- b) **Application Form.** All bids on posted job vacancies shall be in writing on a form provided by the Employer.
- c) **Written Notification of Selection.** Applicants shall be notified in writing whether they have been selected or not.
- d) **Provision of Selection Information to Union.** The Employer will notify all job posting applicants that information used in the selection process for a job posting will be provided to the Union, upon request, in the event of a selection grievance for that posting.

**12.3 Selection Criteria.** Selections for job vacancies shall be made on the basis of ability to do the work as defined by the minimum entry level requirements for the position, and seniority, in that order.

**12.4 Familiarization Period.** Employees **moving to a new** position through job posting shall be allowed a familiarization period up to ninety (90) working days. Should it be determined at the end of the familiarization period that they do not possess the necessary ability to perform the job, they shall be returned to their former position or one of equal rank and shall be paid their former salary plus any service increment they may have become entitled to had they not been promoted. This decision is subject to the grievance procedure.

**12.5 Transfer Outside of Bargaining Unit.** The Employer agrees no employee shall be transferred to a position outside the bargaining unit without the employee's consent.

**12.6 Absentee Bids – An employee may pre-sign a form providing KIS with an email address for the Employer to send them postings which may occur during their absence.**

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## ARTICLE 13 - LAYOFF & RECALL

### 13.1 Bumping Process.

- a) Should the Employer decide to reduce the number of office staff, the employee with the least amount of seniority in a position that is being eliminated will have the option to:
  - i) remain in his/her office by bumping the employee with the least seniority in his/her job grade. If there is no job available, and the employee chooses to remain in his/her office, he/she will bump the employee with the least seniority in the next lowest job grade. This process will continue until the employee is successfully placed; OR
  - ii) bump the employee with the least seniority in his/her job grade within the bargaining unit. If there is no job available in his/her job grade, he/she may bump the employee with the least seniority in the next lowest job grade within the bargaining unit. This process will continue until the employee is successfully placed in a job outside of his/her branch or department.
- b) Employees who are displaced by this process will, in turn, bump other employees in the same manner as described above.
- c) The last employee to be bumped will be laid off.
- d) If a full-time employee is required to bump a part-time employee, every effort will be made to ensure that the full-time employee bumps a part-time employee who works more than sixty (60) hours a month and who is eligible for benefits.
- e) Employees who displace other employees must have the ability to perform the job functions satisfactorily after a thirty (30) working day familiarization period, and have greater seniority than the employee being displaced.
- f) Employees who are displaced to a lower rated job will have their rate of pay protected as per Article 11.9.

**13.2 Notice.** Full-time regular employees shall be given one (1) pay period's notice of layoff or one (1) pay period's salary in lieu of notice.

### 13.3 Recall Rights.

- a) **Duration of Recall Rights.** A regular employee who is laid off due to lack of work or redundancy shall be placed on a recall list for a period of six (6) months if total service is less than two (2) years, and for a period of twelve (12) months if total services is two (2) years or more.

- b) **Rights on Return to Work.** An employee on the recall list shall have the right to return to a vacancy in his/her former position or to a position for which he/she is able to do the job, providing no other employee with greater seniority is promoted or transferred to such vacant position. When such transfers or promotions occur, resulting in a vacant position, the employee on the recall list will be offered the resulting vacant position, providing he/she is able to do the job.
  
- c) **Notification of Recall.** Notice of recall to an employee on the recall list shall be sent by registered mail to the employee's last known address. An employee on the recall list may be bypassed when the employee fails to respond to the notice within seven (7) calendar days of receiving it.

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## ARTICLE 14 - SENIORITY

### 14.1 Definition.

- i) Seniority for all purposes is the total length of service at any unionized Kootenay Insurance Services location.
- ii) For employees entering the bargaining unit from any non-union location of Kootenay Insurance Services, seniority for vacation and pension shall be the total length of service at any Kootenay Insurance Services location. For all other purposes, seniority shall be the total length of service within the bargaining unit.

When an employee resigns his/her position and is subsequently rehired by the Employer into the bargaining unit within two (2) years of his/her resignation, it shall be agreed that following the completion of his/her probation period as outlined in Articles 5.1(a) & (b), he/she shall be credited with his/her past service, adjusted for the time he/she was not working.

**14.2 Assignments Outside of Bargaining Unit.** Where an employee accepts an assignment out of the bargaining unit, he/she shall be cautioned that after a period of six (6) months, the assignment shall be considered a permanent transfer for the purposes of this Agreement and he/she may not be entitled to return to his/her former position. In extenuating circumstances, an extension shall be granted, subject to mutual agreement by the Employer and the Union.

### 14.3 Seniority Rights During Layoff.

- a) **Full-time Employees.** A full-time regular employee laid off and placed on the recall list under Article 13.3 will retain and continue to accumulate seniority during the period of layoff.
- b) **Part-time.** A part-time employee laid off and placed on the recall list under Article 13.3 will retain seniority during the period of layoff.

**14.4 Seniority Rights During Leaves of Absence.** An employee on approved leave of absence for the following reasons will continue to accrue seniority:

- a) Union Business..... Article 9.1
- b) Pregnancy Leave..... Article 9.5
- c) Parental Leave..... Article 9.6
- d) Special Leave ..... Article 9.8
- e) Weekly Indemnity/Long-term Disability..... Article 10.1(b)
- f) Sick Leave ..... Article 10.2
- g) WCB .....

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**14.5 Loss of Seniority Rights.** An employee shall lose seniority and the contractual rights to employment where:

- a) he/she is discharged and not reinstated in accordance with the terms of this Agreement;
- b) he/she is laid off, not recalled in the recall period as defined in Article 13;
- c) he/she accepts severance pay in accordance with this Agreement;
- d) he/she resigns;
- e) he/she exceeds approved leave without permission, unless it is through no fault of his/her own.
- f) retire

**14.6 Seniority Rights - Part-time.** Seniority for employees in these categories shall be as follows:

- a) **Separate List.** Part-time employees shall be on a separate seniority list from full-time regular employees defined in Article 5.2 of this Agreement.
- b) **Accrual Procedure.** Seniority shall accrue on the basis of one (1) day for each shift worked.
- c) **Displacing Full-time Employees.** Should a reduction in staff become necessary, part-time employees will be allowed to exercise their seniority to displace a full-time regular employee.
- d) **Part-time to Full-time Status.** Part-time employees who become full-time regular employees shall be placed on the seniority list in accordance with their seniority which shall accrue on the basis of one (1) day for each shift worked.
- e) **Full-time Status to Part-time Status.** Any full-time regular employee who moves to part-time will retain his/her accrued seniority for the following purposes:
  - i) a part-time seniority list;
  - ii) in the event he/she returns to a full-time position as a result of a job posting.

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

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## ARTICLE 15 – GENERAL PROVISIONS

**15.1 Bulletin Board.** A bulletin board will be made available to the Union on the Employer's premises for the purpose of posting notices relating to general union 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, walkout, 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 to discuss with an employee a matter which could result in disciplinary action being taken, such discussion will be conducted in private with a bargaining unit office steward or designate. When an employee is being placed on a Performance Improvement Plan, or when disciplinary action is being taken, a bargaining unit office steward or designate will be present.

**15.4 Picket Lines.** It shall not be a violation of this Agreement for any employee to refuse to cross a legal picket line.

### 15.5 Training.

a) **Orientation to New Equipment & Systems.** When new equipment or systems are introduced, the Employer shall arrange any orientation training considered necessary.

b) **External Education.**

i) **Reimbursement Amounts.** The Employer will reimburse 100% of the cost of education and training that is:

- a) directly related to an employee's current role, or
- b) is a minimum educational requirement for any KIS bargaining unit position, to a maximum of **\$1,200** per year.

This includes tuition, books and materials **and exam fees, with the exception of exam rewrite fees, which are the responsibility of the employee.** Travel and accommodation expenses are the responsibility of the employee.

ii) **Approval.** Prior approval must be obtained before fees are paid in order to qualify under this provision.

iii) **Pre-Payment.** Upon written request, the Employer will pay tuition fees according to 15.5 (b) i) above, prior to the employee commencing the course. If proof of successful completion is not submitted within thirty (30)

days of course completion, or if the employee leaves KIS within six (6) months of course completion, the funds will be reimbursed to the Employer.

- c) **New Employee Orientation.** The parties recognize the importance of orientating new employees so that they can properly carry out their duties. Accordingly, KIS agrees to provide an orientation program for all new employees.

**15.6 Cross-training.** The parties recognize the importance of cross-training to ensure that senior employees are properly trained for promotions and relief. Cross training is based on organizational needs and employee needs. For positions requiring a license, employees must be eligible for the applicable license prior to being considered for cross training. Similarly, for positions not requiring a license, employees must possess the minimum skills for the job into which s/he wishes to be cross-trained.

- a) **Cross-training Schedules.** Cross-training schedules for each location will be posted at the same time as the annual vacation schedules.
- b) **Selection & Eligibility of Cross-training Candidates.** The manager is responsible for choosing candidates to be cross-trained. Selection for cross training will be based on seniority amongst permanent employees. Full-time employees must be cross-trained first. In order to receive cross-training, the employee must have completed the probationary period and must possess the skills (ability) to perform his/her existing job. Minimum skill levels will be set for each job.
- c) **Duration of Cross training.** Cross training will be a minimum of two (2) consecutive weeks. This time should not be interrupted or shortened unless extenuating circumstances exist or if mutually agreed upon by both parties. Cross training is done laterally or upward; however, in situations where it is necessary that the employee learn basic information related to lower-paying positions, provisions will be made to ensure such knowledge is gained during the cross-training with no loss in pay.
- d) **Cross-training Assessment.** Each position will have a cross-training checklist, and an assessment will be conducted upon completion of the cross training. If further cross training is required, it is the branch's responsibility to increase the time period.
- e) **Cross-training Assignment**
  - i) **Employer Rights.** The Employer is not precluded from assigning such training to excluded personnel, nor precluded from creating a Training Manager position to perform cross-training.

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## **15.7 Safety & Health**

- a) **Conditions.** The Employer shall provide adequate conditions including proper lighting, heating, ventilation, washroom and lunchroom facilities in each branch. No employee shall be expected to work with unsafe equipment or under unsafe conditions. An employee who has reasonable cause to believe that unsafe conditions exist shall report same immediately. The Safety & Health Committee will investigate the complaint and take appropriate action.
- b) **Safety & Health Committee.** The Union and the Employer agree to establish a joint Safety & Health Committee in accordance with the Workers' Compensation Act of BC.

**15.8 Staff Meetings & Training Schedules.** All staff meetings and training schedules are to be held during the regularly scheduled hours of work. In the event it is not possible to hold these during regularly scheduled hours of work, the employees will be given at least forty-eight (48) hours' notice of such meetings or training schedules. It is recognized that in some cases, there may be extenuating circumstances and employees may not be able to attend at that time.

**15.9 Business Development.** The Union agrees to encourage other union members, its affiliates and other organizations to become clients of Kootenay Insurance Services Ltd.

**15.10 Banking Benefits.** Banking benefits are provided to employees of the respective offices as per the current practice at the time of signing:

**Trail Employees – Kootenay Savings Credit Union**  
**Cranbrook Employees – East Kootenay Community Credit Union**  
**Nelson Employees – Nelson & District Credit Union**

## **15.11 Employee Insurance Privileges**

- a) The Employer will allow all employees a 10% **premium** discount on property insurance which cannot be placed within Novex, or
- b) provide access to a group property insurance program through Novex,
- c) this benefit applies to primary residence only.

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## **ARTICLE 16 - DISCHARGE, TERMINATION & SUSPENSION**

- 16.1 Employer Rights.** It is hereby agreed that the Employer has the right to discharge and discipline an employee for just cause.
- 16.2 Employee Rights.** 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 his/her former position without any loss of seniority or rank. Compensation for lost salary shall be as mutually agreed between the Employer and the Union or as decided by arbitration.
- 16.3 Employee Notice of Termination.** Employees are expected to provide the Employer with two weeks' notice of intention to terminate in order to provide adequate time to obtain a replacement.
- 16.4 Letter of Discipline.** Any notices of discipline letters shall be removed from the employee's file after eighteen (18) months, if no further discipline issues occur. Such disciplinary notices, including any record of suspension, shall not be used in any future disciplinary action.

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## ARTICLE 17 - TECHNOLOGICAL CHANGE & SEVERANCE PAY

### 17.1 Technological Change.

- a) **Notice to Union.** The Employer will provide the Union with as much notice as possible, up to three (3) months, of its intention to introduce automation or new equipment which might result in the reduction of personnel and/or changes in job duties sufficient to change job grouping.
- b) **Employee Rights when Positions Become Redundant.** Wherever practical, when an employee's position becomes redundant due to automation or new equipment, the employee shall be eligible for retraining to qualify for the operation of such new equipment or to qualify for new positions as a result of the automation or new equipment. Such re-training shall be provided by the Employer without cost and without loss of pay to the affected employee. In the event the employee cannot adapt to the automation or new equipment, then he/she can exercise his/her seniority under the terms of the bumping procedure as set out in Article 13.1.

### 17.2 Severance Pay.

- a) **Pay & Notice.** Severance pay as provided for in Article 17.2(b), as a result of displacement because of a technological change, shall be payable upon termination in addition to two (2) weeks' notice or pay in lieu of such notice.
- b) **Maximum Entitlements.** Notice or pay in lieu of notice shall be given to employees with one (1) year or more service who are terminated because of changes in administrative procedures, automation, consolidation or suspension of business. The amount of notice or pay in lieu of notice shall be one (1) week at the employee's current regular salary for each year of service to a maximum of eight (8) weeks.
- c) **Entitlements for Employees on Layoff.** An employee who chooses to be laid off and not be given notice as above and be placed on the recall list may elect to terminate during the recall period and be paid his/her severance pay entitlement upon termination or expiration of recall.
- d) **Severance Pay in Case of Future Mergers & Acquisitions.** Severance pay will be paid to full-time and part-time employees laid off as a result of future mergers and/or acquisitions. For full-time employees, the amount of notice, or pay in lieu of notice, shall be one (1) week at the employee's current regular salary for each year of service to a maximum of thirteen (13) weeks. For part-time employees, the pay in lieu of notice shall be on a pro-rated basis.

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## ARTICLE 18 - GRIEVANCE PROCEDURES

**18.1 Definition.** "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(s) bound by the Collective Agreement or between the Employer and the Union, and shall be resolved in the following manner:

**18.2 Settlement Process.** Grievances or complaints shall be settled in the following manner:

- a) **Grievance.** If the employee has a complaint against the Employer, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.
- b) **Dispute.** If the Employer or the Union has a complaint, it shall be referred to as a dispute and the procedure for settlement shall commence with Step 2.
- c) **Steps to Resolution.**
  - i) **Step 1.** The individual employee, with an Office Steward, shall first take up the matter with the employee's Supervisor. The grievance must be filed within ten (10) working days of:
    - a) the incident giving rise to the grievance, or
    - b) the employee becoming aware of the incident giving rise to the grievance, or
    - c) when the employee ought to have reasonably known of the circumstances giving rise to the grievance.
  - ii) **Step 2.** If the grievance is not resolved with the Office Steward and Supervisor, it shall be reduced to writing, and a meeting will be held within ten (10) working days with the Chief Executive Officer, Steward, Grievance Chairperson, and if necessary, the employee and the Union Representative.
  - iii) **Step 3.** If the matter is not resolved at Step 2, the Union Representative, Grievance Chairperson and employee (if necessary) will schedule a meeting with the Employer Representative within fourteen (14) working days of the meeting at Step 2. Prior to the meeting, pertinent information is gathered and commitment is made to attempt to resolve the matter at the joint meeting. If required, another meeting will be arranged as soon as possible to reach a resolution.
  - iv) **Step 4.** If the matter is not resolved at Step 3, the grieving party will have twenty-one (21) working days to refer the dispute to arbitration.

- 18.3 Policy Grievance.** 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 within ten (10) working days of receipt of notice, either party may refer the dispute to arbitration as set forth in Article 19.
- 18.4 Abandonment.** Where the Employer informs the Union in writing that the grievance will be considered abandonment unless moved to the next step, and the Union does not reply within 5 working days of receiving the notice the said grievance will be considered abandoned and all further recourse to the grievance procedure forfeited. The same rule will apply to the Employer, if the Union notifies them about a grievance.
- 18.5 Extension of Time Limits.** The time limits set forth in this Article may be extended by mutual agreement between the Union and the Employer.

## **ARTICLE 19 - ARBITRATION**

**19.1 Arbitration Process.** Where a difference arises between the parties relating to dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of this Agreement an arbitrator agreed to be the parties shall,

- a) investigate the difference,
- b) define the issue in the difference, and
- c) make written recommendations which will be final and binding on the parties to resolve the difference,

within ten (10) working days of the date of receipt of the request and, for those ten (10) working days from that date, time does not run in respect of the grievance procedure.

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**ARTICLE 20 - DURATION**

This agreement shall be for the period from and including January 1 **2017** to and including December 31 **2020** and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding December 31 **2020** or any subsequent anniversary date thereafter to:

- a) terminate this Agreement, in writing, effective December 31 **2020** or any subsequent anniversary thereto;
- b) require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

Should either party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

- a) the Union gives notice of strike in compliance with the law;
- b) the Employer gives notice of lockout in compliance with the law.

The operation of Section 50 of the BC Labour Relations Code is hereby excluded.

SIGNED ON BEHALF OF  
KOOTENAY INSURANCE SERVICES LTD.  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ **2017**

SIGNED ON BEHALF OF UNITED  
STEELWORKERS, LOCALS 9705 & 1-405  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ **2017**

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**APPENDIX “A”**  
**KIS SALARY SCALES**

EFFECTIVE JANUARY 1, 2017	1.70%
EFFECTIVE JANUARY 1, 2018	1.70%
EFFECTIVE JANUARY 1, 2019	2.00%
EFFECTIVE JANUARY 1, 2020	2.00%

A \$500 signing bonus will be paid to all employees upon ratification.

For the Grandfather Employees in Trail as per LOU #8 those employees will receive \$500 for 2016 and \$500 for 2017 for a total of \$1000 upon ratification.

**Effective Jan 1, 2017 - 1.7%**

		<b>Start Hourly</b>	<b>1st Year Hourly</b>	<b>2nd Year Hourly</b>	<b>3rd Year Hourly</b>
<b>Clerk</b>		-	-	-	17.77
<b>Auto Representative</b>	<b>Level I</b>	20.36	21.59	22.76	23.99
<b>Personal Lines Representative</b>	<b>Level I</b>	22.45	23.78	25.09	26.41
<b>Senior Autoplan Broker</b>	<b>Level II</b>	23.75	25.10	26.52	28.05
<b>Bookkeeper</b>	<b>Level I</b>	24.35	25.74	27.16	28.59
<b>Personal Lines Broker</b>	<b>Level II</b>	26.16	27.74	29.25	30.77
<b>Work Leader</b>	<b>Level II</b>	27.07	28.20	30.28	31.84
<b>Commercial Assistant</b>	<b>Level II</b>	27.07	28.20	30.28	31.84
<b>Commercial Broker</b>	<b>Level II</b>	29.51	30.40	31.31	32.25

**Effective Jan 1, 2018 - 1.7%**

		<b>Start Hourly</b>	<b>1st Year Hourly</b>	<b>2nd Year Hourly</b>	<b>3rd Year Hourly</b>
<b>Clerk</b>		-	-	-	18.07
<b>Auto Representative</b>	<b>Level I</b>	20.71	21.96	23.15	24.40
<b>Personal Lines Representative</b>	<b>Level I</b>	22.83	24.18	25.52	26.86
<b>Senior Autoplan Broker</b>	<b>Level II</b>	24.15	25.53	26.97	28.53
<b>Bookkeeper</b>	<b>Level I</b>	24.76	26.18	27.62	29.08
<b>Personal Lines Broker</b>	<b>Level II</b>	26.60	28.21	29.75	31.29
<b>Work Leader</b>	<b>Level II</b>	27.53	28.68	30.79	32.38
<b>Commercial Assistant</b>	<b>Level II</b>	27.53	28.68	30.79	32.38
<b>Commercial Broker</b>	<b>Level II</b>	30.01	30.92	31.84	32.80

**Effective Jan 1, 2019 - 2.0%**

		<b>Start Hourly</b>	<b>1st Year Hourly</b>	<b>2nd Year Hourly</b>	<b>3rd Year Hourly</b>
<b>Clerk</b>		-	-	-	18.43
<b>Auto Representative</b>	<b>Level I</b>	21.12	22.40	23.61	24.89
<b>Personal Lines Representative</b>	<b>Level I</b>	23.29	24.66	26.03	27.40
<b>Senior Autoplan Broker</b>	<b>Level II</b>	24.63	26.04	27.51	29.10
<b>Bookkeeper</b>	<b>Level I</b>	25.26	26.70	28.17	29.66
<b>Personal Lines Broker</b>	<b>Level II</b>	27.13	28.77	30.35	31.92
<b>Work Leader</b>	<b>Level II</b>	28.08	29.25	31.41	33.03
<b>Commercial Assistant</b>	<b>Level II</b>	28.08	29.25	31.41	33.03
<b>Commercial Broker</b>	<b>Level II</b>	30.61	31.54	32.48	33.46

**Effective Jan 1, 2020 - 2.0%**

		<b>Start Hourly</b>	<b>1st Year Hourly</b>	<b>2nd Year Hourly</b>	<b>3rd Year Hourly</b>
<b>Clerk</b>		-	-	-	18.80
<b>Auto Representative</b>	<b>Level I</b>	21.54	22.85	24.08	25.39
<b>Personal Lines Representative</b>	<b>Level I</b>	23.76	25.15	26.55	27.95
<b>Senior Autoplan Broker</b>	<b>Level II</b>	25.12	26.56	28.06	29.68
<b>Bookkeeper</b>	<b>Level I</b>	25.77	27.23	28.73	30.25
<b>Personal Lines Broker</b>	<b>Level II</b>	27.67	29.35	30.96	32.56
<b>Work Leader</b>	<b>Level II</b>	28.64	29.84	32.04	33.69
<b>Commercial Assistant</b>	<b>Level II</b>	28.64	29.84	32.04	33.69
<b>Commercial Broker</b>	<b>Level II</b>	31.22	32.17	33.13	34.13

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**APPENDIX “B”**

**Travel Time Schedule**

	<b>Trail</b>	<b>Cranbrook</b>	<b>Nelson</b>	<b>Warfield</b>
<b>Trail</b>		<b>228 KM 2.56 hours</b>	<b>70 KM 1.07 hours</b>	<b>4 KM 0.05 hours</b>
<b>Cranbrook</b>	<b>228 KM 2.54 hours</b>		<b>229 KM 2.53 hours</b>	<b>231 KM 3.02 hours</b>
<b>Nelson</b>	<b>70 KM 1.07 hours</b>	<b>229 KM 2.53 hours</b>		<b>71 KM 1.08 hours</b>
<b>Warfield</b>	<b>4 KM 0.05 hours</b>	<b>231 KM 3.02 hours</b>	<b>71 KM 1.08 hours</b>	

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**LETTER OF UNDERSTANDING #1**  
by and between  
**KOOTENAY INSURANCE SERVICES LTD. (the "Employer")**  
and  
**UNITED STEELWORKERS, LOCALS 9705 & 1-405 (the "Union")**

**JOB SHARING**

1. There shall be no reduction in the number of full-time positions as result of the establishment of a job share arrangement or job share arrangements.
2. The number of job share arrangements per location may be limited.
3. Individual job share arrangements will be limited to permanent employees at the time of the job share arrangement, but will be filled as per posting procedures outlined in the Collective Agreement.
4. The position to be job shared will be maintained as a permanent, full-time position.
5. Each proposal will be submitted by the incumbent to the Manager and shall be considered individually and on its own merits. A copy of the proposal shall be forwarded to the Union and CEO. The Employer shall make every effort to accommodate the employees' request to job share.
6. Communications regarding denied proposals or problems that arise will be submitted to the CEO and Union jointly to resolve. If the issues remain unresolved, the Union may refer the dispute to the grievance procedure.
7. Subject to Items 11, 23, 24, 25 and 27, all job share proposals must be for a minimum of one year, and each cycle can be no longer than two weeks. This means each partner must complete his/her agreed percentage of hours within the two-week period. An exception will be made once every year when one partner, upon agreement from the other, may take her vacation during a two-week period in which he/she is normally scheduled to work.
8. Once the proposal has been approved, the job share position will then be posted in all locations.
9. If a position becomes vacant as a result of the job share arrangement, that position will be posted as a temporary position.
10. The employee who fills the temporary position cannot bid into another temporary position, unless in accordance with the Collective Agreement provisions.

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11. Each job share arrangement will have a 60-day working assessment period. Should an arrangement be considered unsuitable anytime up to the end of that period by either partner or the employer, the arrangement will be terminated. After the assessment period, the job share arrangement can be terminated by either partner or the Employer with 30 days' notice, due to unforeseen circumstances.
  12. Each job share arrangement will be reviewed once a year by the manager, supervisor and the job share partners. If it is agreed by the parties that the job share arrangement should cease, an orderly transition from job share to traditional work arrangements will take place.
  13. If required, the job share partners will have a maximum of two weeks to set up effective work guidelines that are suitable to the partners and the supervisor.
  14. If training is required, it is the responsibility of the job share partners, in coordination with the supervisor, to conduct the training.
  15. At the end of the two-week set up, the supervisor will evaluate the success of the training according to Kootenay Insurance Services' standards. At that time, the supervisor will determine whether further training is required.
  16. It is up to each job share partner to be informed about EI and CPP eligibility requirements prior to commencing the job share arrangement.
  17. Job share partners' salaries will be prorated at their respective step in the salary grade of the job being shared.
  18. Service accumulation for pension purposes will be prorated.
  19. Benefits & Vacation Entitlement:
    - Benefits for job share partners will be prorated at 50% a full-time employee's entitlement.
    - Regular and supplementary vacation pay and entitlement will be prorated at 50% of each employee's entitlements.
    - Statutory holidays and floaters will be split accordingly.
  20. Pay for regular vacation, stats and floaters will be paid out in the first pay period in January of each year. Supplementary vacation pay will also be paid out in the first pay period in January of each year.
  21. Job share partners are not eligible to jointly apply for any other position.
  22. Job share partners may bid for a posted permanent vacancy. Should a job share partner be successful in the job posting, the job share arrangement will cease.
  23. The work schedule of a job share position must remain the same as if the position were not job shared.

- 24. If the job share arrangement ends because one partner leaves the job share position for any reason, the remaining employee shall return to the position held prior to the job share arrangement. This includes maternity leave and temporary positions.
- 25. If one partner is on sick leave longer than 119 days, the job share arrangement will be automatically terminated.
- 26. If the job share arrangement ends because one partner decides to opt out before the annual review date, each employee will return to his/her previous permanent position.
- 27. Relief work for the job share position will be performed by the most senior cross-trained employee. If no relief is available, and only as a last resort, one job share partner will relieve in the full position if at all possible.
- 28. Specific job share arrangements or this Letter of Understanding may be cancelled by either the Employer or the Union upon 30 days' written notice. Upon receipt of this notice, an orderly transition from job share to traditional work arrangements will take place. This decision is not grievable.

Definition: A Job Share is defined as one full-time position being shared equally by two employees (50:50).

Signed this \_\_\_\_\_ day \_\_\_\_\_ **2017**.

SIGNED ON BEHALF OF  
KOOTENAY INSURANCE SERVICES LTD.

SIGNED ON BEHALF OF  
USW, LOCALS 9705 & 1-405

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**LETTER OF UNDERSTANDING #2**  
by and between  
**KOOTENAY INSURANCE SERVICES LTD. (the "Employer")**  
and  
**UNITED STEELWORKERS, LOCALS 9705 &1-405 (the "Union")**

**CONTRACTING OUT**

In the event that Kootenay Insurance Services Ltd. is acquired by another Insurance Agency, resulting in bargaining unit employees being transferred to a new employer, the parties agree that the Employer will not lay off employees as a result of contracting out bargaining unit work.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ **2017**

SIGNED ON BEHALF OF KOOTENAY  
INSURANCE SERVICES LTD.

SIGNED ON BEHALF OF  
USW, LOCALS 9705 &1-405

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**LETTER OF UNDERSTANDING #3**  
By and between  
**KOOTENAY INSURANCE SERVICES (the Employer)**  
And  
**UNITED STEELWORKERS, LOCALS 9705 AND 1-405 (the Union)**

**EMPLOYEE FILES**

Routine requests – employees will be allowed to view their employee files in the HR Department or other appointed location, in the presence of an HR Department employee or designate. Upon receiving the request, the Employer will provide the employee with access within five (5) working days.

SIGNED ON BEHALF OF KOOTENAY  
INSURANCE SERVICES LTD.

SIGNED ON BEHALF OF  
USW, LOCALS 9705 & 1-405

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**LETTER OF UNDERSTANDING #4**  
**By and between**  
**KOOTENAY INSURANCE SERVICES (the Employer)**  
**And**  
**UNITED STEELWORKERS, LOCALS 9705 AND 1-405 (the Union)**

**JOB DESCRIPTIONS**

The Company agrees to write current job descriptions for all unionized positions and review the associated salaries subject to Article 11.2 with the Union, no later than December 31, 2012.

Employees will be provided the opportunity to review their job descriptions with management.

The Company will provide copies of all job descriptions to the Union.

SIGNED ON BEHALF OF KOOTENAY  
INSURANCE SERVICES LTD.

SIGNED ON BEHALF OF  
USW, LOCALS 9705 & 1-405

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**LETTER OF UNDERSTANDING #5**  
By and between  
**KOOTENAY INSURANCE SERVICES (the Employer)**  
And  
**UNITED STEELWORKERS, LOCALS 9705 AND 1-405 (the Union)**

**CLAUSE 10.3 (a)**

Clause 10.3(a) pertains strictly to the following employees and will not be applied to any employee not named below, regardless of circumstances:

1. Liane Palmer
2. Gloria Dewitt
3. Laura Neil
4. Tracey Gausdal
5. Wanda Pucci-Daniele
6. Mark Veldman
7. Lori Meeuwsen
8. Rob Brehm
9. Rhonda Dorris
10. Christine Hetu

Signed this \_\_\_\_\_ day of \_\_\_\_\_ **2017**

SIGNED ON BEHALF OF KOOTENAY  
INSURANCE SERVICES LTD.

SIGNED ON BEHALF OF  
USW, LOCALS 9705 & 1-405

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**LETTER OF UNDERSTANDING #6**  
by and between  
**KOOTENAY INSURANCE SERVICES LTD.**  
and  
**UNITED STEELWORKERS, LOCAL 9705 & 1-405**

**RETIREMENT ALLOWANCE**

This Letter of Understanding will confirm that all Kootenay Insurance Services Ltd. (KIS) employees named below will be eligible for a retirement allowance on the following basis:

- The employees must be an active KIS employee at the time of retirement.
- Employees who leave the employment of KIS prior to reaching the age of 55 will not be eligible for this allowance.
- The allowance is payable after the age of 55, when the employee retires from KIS or when the employee leaves KIS and elects a deferred pension. If the employee passes away after the age of 55, the allowance will be calculated as if the employee had retired on that date.
- The allowance is payable directly to the employee, upon request, if the employee is over the age of 55 and has accrued at least **29** years of service since January 1, 2010.
- The allowance will be calculated at date of payment on the following basis:
  - One (1) week of pay at the employee's salary at time of payment, multiplied by the employee's years of service after January 1, 2010, to a maximum of **twenty-nine (29)** weeks or to the age of **65**, whichever occurs first.
  - Employees named below who are no longer members of the bargaining unit at the time of retirement will have their years of eligibility determined by calculating the number of years between January 1, 2010 and the date of entry into a non-union position.
- The allowance will be paid in a lump sum (less statutory deductions) and may be paid in a way that lawfully minimizes income tax considerations.
- In the event that the January 1, 2010 **and/or January 1, 2017** changes that were made to the pension plan are subsequently restored to the pre-2010 **or pre-2017** levels, this allowance calculation will be reduced, from the date the change was restored, on the following basis:
  - Pension indexing restored – reduce calculation by 1.25 days per week per year of service

- Normal retirement restored to age 60 **or 62** – reduce calculation by 1.25 days per week per year of service
- Early retirement actuarial reduction returned to 3% - reduce calculation by 1.25 days per week per year of service
- Employee contributions reduced by 1.5% - reduce calculation by 1.25 days per week per year of service

**Employee Names:** Liane Palmer, Gloria Dewitt, Laura Neil, Tracey Gausdal, Wanda Pucci-Daniele, Mark Veldman, Lori Meeuwsen, Rob Brehm, Rhonda Dorris, Christine Hetu.

By virtue of the signatures shown below the parties agree that all issues arising from the Unions' grievance filed November 4, 2009 contending that KIS breached the Collective Agreement (April, 2008 expiring December 31, 2011) by not maintaining the Pension Plan under that collective agreement and all issues arising from the agreement between KIS and the Unions' to abide by the award of Vince Ready dated March 25, 2011, are fully and finally resolved.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ **2017**

SIGNED ON BEHALF OF KOOTENAY  
INSURANCE SERVICES LTD.

SIGNED ON BEHALF OF  
USW, LOCALS 9705 & 1-405

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**LETTER OF UNDERSTANDING #7**  
by and between  
**KOOTENAY INSURANCE SERVICES LTD. (the "Employer")**  
and  
**UNITED STEELWORKERS, LOCALS 9705 & 1 – 405 (the "Union")**

**ARTICLE 10.3 PENSION PLAN**

Currently, Kootenay Insurance Services Ltd. and USW Locals 1-405 and 9705 (the Union) have language that is contained in the collective agreement that reads:

**Employees Hired on or Before Ratification (2012).** The Employer agrees to maintain, for the duration of this Agreement, the pension plan currently in effect, or its equivalent. If there are any changes to the plan, the Union will be advised.

Letter of Understanding (LOU) #5 names the individuals for whom the above statement applies.

The employer is concerned that possible changes to the Central 1 Pension Plan (the "Plan") made by the plan trustees in the future could create a liability to Kootenay Insurance Services Ltd. that is financially untenable.

**Therefore, the two parties agree to the following:**

If changes are instituted to the current pension plan that result in a reduction in pension income to applicable employees listed in LOU #5 and create a liability to Kootenay Insurance Services Ltd., the Union agrees to meet with the Employer to resolve the issues surrounding the proposed changes by agreeing to a cap on Kootenay Insurance Services Ltd. liability. The cap will be based on Kootenay Insurance Services Ltd. ability to pay at that time, which will be defined by a minimum Income From Operations of 15 % as reported through the audited financial statements year end: Line: "Income From Operations". In the event that the Income From Operations is 15% or less, then Kootenay Insurance Services Ltd. agrees to compensate up to an aggregate of **\$26,000** annual actuarial expense.

Further, if changes are instituted to the current pension plan that result in a reduction in pension income to applicable employees listed in LOU #5 and create a liability to Kootenay Insurance Services Ltd. and should the Income From Operations exceed 15 % in a year during the term of this agreement, then Kootenay Insurance Services Ltd. agrees to pay an annual actuarial expense not to exceed an aggregate amount of up to **\$37,000** or such amount that would cause the Income From Operations to be less than 15 %.

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**Furthermore, the two parties also agree that:**

In the event of a merger or acquisition, the language contained in Article 10.3 a) in the current KIS agreement will only apply as written to the list of KIS employees as shown in LOU #5.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ **2017**

SIGNED ON BEHALF OF KOOTENAY  
INSURANCE SERVICES LTD.

SIGNED ON BEHALF OF  
USW, LOCALS 9705 & 1-405

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**LETTER OF UNDERSTANDING #8**  
by and between  
**KOOTENAY INSURANCE SERVICES LTD. (the "Employer")**  
and  
**UNITED STEELWORKERS, LOCALS 9705 & 1-405 (the "Union")**

**Grandfathered Employees in Trail**

The Grandfathered employees in Trail Office who are named in this document shall be entitled to the following over and above what is in this collective agreement:

**6.1 Work Week**

- c) **Hours per Day.** A work day shall be a maximum of eight and one-half (8½) hours between the hours of 7:30 am and 5:30 pm.

**6.5 Overtime Premiums.**

- b) **Overtime - Normal Day Off.** In situations where an employee is required to work on his/her normal day off, double time will be paid.

**ARTICLE 7 - STATUTORY HOLIDAYS**

7.1 **Paid Holidays** for grandfathered employees 7.1 a) will read as follows.

- a) **List of Holidays.** The Employer agrees to provide all full-time employees with the following statutory holidays, without loss of pay:

- |                    |   |                 |
|--------------------|---|-----------------|
| • New Year's Day   | • Good Friday                           | • Victoria Day  |
| • Canada Day       | • BC Day                                | • Labour Day    |
| • Thanksgiving Day | • Remembrance Day                       | • Christmas Day |
| • Boxing Day       | • Family Day (Beginning Feb. 18, 2012)* |                 |

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Governments. 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. If a statutory holiday falls on a Friday, Saturday, Sunday or Monday, the Grandfathered Employees in Trail will not be required to work on the Saturday of that weekend.

- c) **Floating Holidays.**

\*Note: One Floating Holiday as described in i) below will be eliminated from the Collective Agreement, effective January 1, 2013, and replaced by Family Day.

- i) **Full-time Employees.** In addition to the holidays stipulated in Section 7.1(a) above, following completion of the probationary period stipulated in Article

5.1, an employee will be entitled to 21.6 hours (three (3) paid holidays) in each year of service, prorated for partial years of service. These shall be known as "floating" holidays and each shall be taken at a time mutually agreed between the Employer and the employee. Employees shall not be entitled to a "floating" holiday should the Federal, Provincial or Civic Government proclaim another general holiday in addition to those set out in Article 7.1(a) above.

**ARTICLE 8 - ANNUAL VACATIONS the following will apply to grandfathered employees only.**

**8.1 Vacation Entitlement - Full-time Employees.** The vacation year shall be January 1 to December 31. All full-time regular employees shall receive a paid vacation in accordance with the following entitlements:

- c) **First Year of Employment.** In the first vacation year of employment, an employee shall accrue six (6) hours of paid vacation for each month of service to a maximum of 72 hours.
- d) **Eligibility Period.** An employee who has completed three (3) months or more employment in his/her first vacation year shall be allowed to take a paid vacation in the amount of time accrued to the start of vacation. Such time, if taken, shall be deducted from the employee's total accrual for the first vacation year.
- c) **Increments.** Employees shall accrue a paid vacation entitlement in each vacation year, in accordance with the following increments:

<b>Vacation Year of Service Entered</b>	<b>Hourly Entitlement</b>	<b>Equivalent Weekly Entitlement</b>
2 <sup>nd</sup> year to 5 <sup>th</sup> year	108 hours	Three (3) weeks
6 <sup>th</sup> year to 10 <sup>th</sup> year	144 hours	Four (4) weeks
11 <sup>th</sup> year to 20 <sup>th</sup> year	180 hours	Five (5) weeks
21 <sup>st</sup> year to 30 <sup>th</sup> year	216 hours	Six (6) weeks
31 <sup>st</sup> year and subsequent	252 hours	Seven (7) weeks *

**8.7 Supplementary Vacation.**

- a) **Entitlement.** Employees shall be granted paid supplementary vacation entitlement in accordance with the following increments:

<b>Vacation Year of Service Completed</b>	<b>Hourly Entitlement</b>	<b>Equivalent Weekly Entitlement</b>
5 years	36 hours	One (1) week
10 years	72 hours	Two (2) weeks
15 years	108 hours	Three (3) weeks
20 years	144 hours	Four (4) weeks

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25 years	144 hours	Four (4) weeks
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- b) **Pay Rate.** Vacation pay during such leave will equal the current salary when supplementary vacation is taken.
- c) **Scheduling Arrangements.** The supplementary vacation may be taken in conjunction with the regular vacation to which the employee is entitled, providing such regular vacation is not scheduled to be taken during the months of June, 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.
- d) **Time & Scheduling Restrictions.** Supplementary vacation not used within the specified period will be paid out unless the scheduled supplementary vacation is cancelled by the Employer or cannot be taken due to illness of the employee. In such case, the employee can bank the remaining time to be taken in the next calendar year, provided the employee was ill for at least one (1) week.

**9.7 (old article number) Medical & Dental Leave.** All full-time regular employees shall be entitled to a maximum of fourteen (14) paid hours per calendar year to attend to any kind of medical or dental appointments for their own personal use. Employees will also be entitled to obtain leave without pay for further medical or dental appointments required by themselves or any member of their family. It is recognized by the employee that the Employer requires as much notice as possible for these leaves, and these requests shall not be unreasonably denied.

**9.9 (old article number) Family Responsibility Leave.**

In case of the care, health or education of a child in the employee's care, or the care or health of any other member of the employee's immediate family, the employee is entitled to 36 paid hours per calendar year. This will be provided on January 01 of each year. Part-time employees who have worked 1872 hours in a two (2) year period are entitled to one (1) day per calendar year. Such leave shall not be unreasonably denied.

**Article 9.9 (New in current agreement) – Personal Leave - does not apply to the grandfathered employees.**

**10.4 Retiree Health & Welfare Benefits.** Effective December 31 2006, employees who retire from Kootenay Savings Credit Union on pension after November 16 2003 and who elect to participate in the retiree health & welfare benefits plan shall be entitled to a benefit premium reimbursement of 50% to a maximum of \$1,000 per year.

**15.6 Cross-Training**

- e) **Cross-training Premium.**

- i) **Premium Rate.** For those employees specifically assigned to train or cross-train other employees for periods of four (4) or more hours, a premium of \$.50 per hour for all such hours shall be paid.
- ii) **Employer Rights.** The Employer is not precluded from assigning such training to excluded personnel, nor precluded from creating a Training Manager position to perform cross-training.

Appendix "A" for the grandfathered employees shall not apply, they shall be paid in accordance with Appendix "C" in the agreement between KSCU and USW Local 9705. The pay rates shall be Autoplan Service Rep Wage Grade 2, Insurance Rep I Wage Grade 6, Autoplan & Account Clerk Wage Grade 7, Insurance Rep II Wage Grade 8.

The employees covered under this letter are: Liane Palmer; Laura Neil; Gloria Dewitt and Wanda Pucci-Daniele. These employees will continue to be grandfathered until they quit, retire or post out of KIS Trail branch.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ **2017**

SIGNED ON BEHALF OF KOOTENAY  
INSURANCE SERVICES LTD.

SIGNED ON BEHALF OF  
USW, LOCALS 9705 & 1-405

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**LETTER OF UNDERSTANDING #9**  
**BETWEEN**  
**KOOTENAY INSURANCE SERVICES LTD.**  
**AND**  
**UNITED STEELWORKERS LOCAL(S) 1-405 AND 9705**

**RE: ADDITION OF NELSON BRANCH LOCATION TO USW LOCAL 9705**

Background:

On **October 31, 2016**, the Nelson Branch location (Nelson) of Kootenay Insurance Services Ltd (KIS) voted to join the United Steelworkers Local 9705 (USW), at which time they 'varied in' to the existing Collective Agreement between KIS and USW;

In doing so, there were a number of benefits previously enjoyed by the now unionized employees of Nelson that were not offered in the Collective Agreement between KIS and USW;

USW has brought forward a number of Proposals as part of the renewal of the Collective Agreement that expired December 31, 2016;

Therefore,

In the spirit of achieving a full and final settlement of the current collective bargaining process, including a renewal of the Collective Bargaining Agreement, the parties agree to the following:

Four (4) Floater Days for affected employees, Julie Underwood and Michele Morrison;

15% Premium discount on **applicable insurance policies, as per current practice** for affected employees, Julie Underwood and Michele Morrison

Long-Term Disability Coverage: Long-term disability coverage in the amount of 66.67% for affected employees, Julie Underwood, Michele Morrison, Jessie Infeld, Marin Grant, Angie Prentice, Leesa Strebchuk, Kristin Fargey, **and Shauna Posnikoff**.

Affected employees in all instances above will continue to be grandfathered until they leave KIS for any reason, (resignation, termination, retirement, etc.) or post out of Nelson branch.

The parties agree to the creation of a Commercial **Broker** Position in the Nelson branch that will be held by the current Incumbent of the Commercial **Producer** position.

The rate of pay for the Commercial **Broker** position shall be at the rate of **\$32.25** hourly as per the below wage scale.

If vacated by the current incumbent, this position shall be posted and filled as per Article 12.

Effective Jan 1, 2017*								
	Start Monthly	Start Hourly	1st Year Monthly	1st Year Hourly	2nd Year Monthly	2nd Year Hourly	3rd Year Monthly	3rd Year Hourly
<b>Commercial Broker</b>	\$4,603	\$29.51	\$4,742	\$30.40	\$4,884	\$31.31	\$5,031	\$32.25

\*36 hour work  
 week

The union agrees that the Commercial Agent/Manager **for all applicable unionized offices** may perform the duties of the position, **for the purpose of vacation relief**, falling under the scope of the Commercial Assistant and Commercial Broker. The employer agrees it will not assign or allow the Commercial Agent/Manager to perform regular bargaining unit work on the non-commercial side of the business that the Commercial Assistant or Commercial Broker may be assigned.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ **2017**

SIGNED ON BEHALF OF KOOTENAY  
 INSURANCE SERVICES LTD.

SIGNED ON BEHALF OF  
 USW, LOCALS 9705 & 1-405

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**KOOTENAY INSURANCE SERVICES**

**POLICY AND PROCEDURE**  
**HEALTH CARE SPENDING ACCOUNT**

Policy Date: January 2012  
Date: \_\_\_\_\_

Policy Revision

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**1. POLICY**

The Employer will provide, as part of its benefits package, a Health Care Spending Account.

**2. PURPOSE**

The purpose of the Account is to encourage the development of a healthy workplace environment which conveys corporate values and support for employee health.

**3. OBJECTIVES**

**The objectives of this program are to:**

- a. Improve understanding of workplace issues which impact the health and well-being of Kootenay Insurance Services.
- b. Provide a work environment which will support employee health and well-being.
- c. Build the knowledge, skill and ability of staff to take control over their well-being by helping individuals become actively involved in improving their personal health.
- d. Develop a partnership between Kootenay Insurance Services and its employees which will improve the health and well being of all staff.
- e. Create a healthy workplace which leads to improved satisfaction and morale, and contributes toward a more effective organization.

**4. USEAGE:**

The Health Care Spending Account may be used for the following:

- a. Cost overruns on extended health, vision care and dental expenses which are outside of the amount paid by the insurance carrier.
- b. Payment or partial payment for preventable health and fitness initiatives, such as:

- Gym membership
  - Registration in a health or fitness program, including but necessarily limited to yoga, martial arts, Weight Watchers, sports leagues (examples only and not complete list)
  - Home fitness equipment or outdoor equipment, including but not necessarily limited to mountain bikes, skis (examples only and not complete list)
- c. Cost of health education counseling, including but not necessarily limited to smoking cessation counseling, nutritional counseling, fitness counseling (examples only and not complete list)

**5. PROCEDURE:**

- a. Receipts must be submitted to Payroll for approval, processing and tracking.
- b. Receipts must include the employee's name and clearly indicate the item for which reimbursement is being requested.
- c. Payments will be processed once per month.
- d. Pay stubs will indicate a separate category for these items.
- e. In compliance with CRA ruling, benefits paid to the employee under this program are taxable.



better. together.

April 6, 2017

Mr. Dean Lott  
Mr. Mike Mozak  
United Steel Workers  
910 Portland

Trail, BC V1R 3X7

Dear Sirs:

This letter will serve to confirm that, during the merger talks which took place during the creation of Kootenay Insurance Services Ltd, the Parties agreed that the following employees (referred to as the "Grandfathered Employees") would be permitted to compete for vacant positions posted by Kootenay Savings Credit Union in the same manner as though they were still employees of that Credit Union:

1. Liane Palmer
2. Laura Neil
3. Gloria Dewitt
4. Wanda Pucci-Daniele

These employees will continue to be offered this privilege until they quit, retire, or post out of Kootenay Insurance Services Trail Branch.

Yours truly,

A handwritten signature in black ink, appearing to read 'Brent Tremblay', written over a horizontal line.

Brent Tremblay  
President & CEO