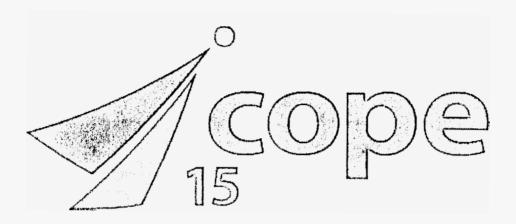
# COLLECTIVE AGREEMENT



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between

# AMERICAN INCOME LIFE INSURANCE COMPANY

and

Canadian Office and Professional Employees' Union, Local 15

Effective: July 1, 2006 to Expiry: June 30, 2009 3961 (01)

# COLLECTIVE AGREEMENT

### Agents and Public Relations Representatives

BETWEEN: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,

LOCAL 15

(hereinafter referred to as the "Union")

Party of the First Part

ARID: AMERICAN INCOME LIFE INSURANCE COMPANY

(hereinafter referred to as the "Company")

Party of the Second Part

AND: ASSOCIATION of PROVINCIAL GENERAL AGENTS of the

ALTIG AGENCIES of CANADA of the

AMERICAN INCOME LIFE INSURANCE COMPANY

(hereinafter referred to as the "Association")

Party of the Third Part

#### **TABLE OP CONTENTS**

	ı aye
ARTICLE 1 — PREAMBLE	1
ARTICLE 2 — UNION SECURITY and RECOGNITION	2
ARTICLE 3 — UNION REPRESENTATION	3
ARTICLE 4 — OMPANY PROGRAMS	3
ARTICLE 5 — AGENTS COMPENSATION	3
ARTICLE 6 — PUBLIC RELATIONS REPRESENTATIVE COMPENSATION	
ARTICLE 7—LEAVES of ABSENCE	10
ARTICLE 8 — HEALTH and WELFARE	11
ARTICLE 9 — HIRING, PROMOTION, LAYOFF and RECALL	12
ARTICLE 10—SENIORITY	
ARTICLE 11—GENERAL	13
ARTICLE 12—GRIEVANCE PROCEDURE	13
ARTICLE 13—SINGLE ARBITRATOR	14
ARTICLE 14—ARBITRATION ALTERNATIVE	
ARTICLE 15—JOINT COMMITTEES	15
ARTICLE 16—DURATION	16
LETTER of UNDERSTANDING#1	
LETTER of UNDERSTANDING#2	
LETTER of UNDERSTANDING #3	19
LETTER of UNDERSTANDING #4	20

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#### ARTICLE 1 - PREAMBLE

- Section 1 The purpose of this Agreement is to maintain in each Agency a harmonious relationship between the Association, the Company aild the Union and to enable the Association and the Company to prosper aild operate efficiently under competitive conditions, while providing Agents aild Public Relations Representatives (PR Reps) with good compensation and decent working conditions; to provide for an amicable method of settling differences which may froin time to time arise; aild to promote the mutual interest of the Parties.
- Section 2 There shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any associates in any matters of hiring, training, promotion, transfer, layoff, discharge or otherwise by reason of race, creed, color, national origin, political or religious affiliation, sex or marital status, sexual orientation or membership or activity in the Union.
- Section 3 (a) Nothing contained herein shall be construed to create the relationship of Employer aiid employee between the Association of the Company aiid the Agent or PR Rep. The Agent may exercise the Agent's own judgment as to the time aiid manner of performing services, but the Association may froin time to time prescribe rules aiid regulations respecting the conduct of the business aiid the results required, while not interfering with such freedom of action of the Agent. The Agent in the performance of any aiid all of Agent's obligations and duties hereunder shall be, aiid is acting for aiid on Agent's own behalf and not as an employee, partner, joint-venturer or associate, and shall refrain from holding the Agent out as an employee.

- (b) While nothing contained herein shall be construed to create the relationship of Employer and employee between the Agents or PR Representatives and the Company, the Company recognizes that the Agents and the PR Representatives have constituted and appointed or authorized the Union as their agent to negotiate and administer the terms and conditions of this Agreement. Each Agent and PR Representative confirms that he/she lias authorized the Union to act as his/her agent and this authorization shall remain in full force and effect until notice of revocation shall have been given to the Union and the Company in writing.
- (c) The parties recognize the company's desire to maintain its reputation as a one hundred per cent (100%) unionized environment. The Union recognizes Managing General Agents (MGA), Supervising Agents (SA), General Agents (GA), Regional General Agents (RGA), and Provincial General Agents (PGA) as having management functions which would normally exclude them from Union membership. In order to protect the reputation the Union agrees to accept permit fees equivalent to Union dues from the MGA's, RGA's, SA's, GA's and PGA's. These Manager Agents shall have no rights under the Union Constitution or By-Laws. These Manager Agents shall have no rights under the Collective Agreement.

#### ARTICLE 2 — UNION SECURITY and RECOGNITION

- Section 1 The Union is recognized as the sole collective bargaining agent for all Associates (Agents and PR Reps), exclusive of supervisory Associates (Agents/Representatives) with authority to hire, transfer, suspend, layoff, recall, promote, discharge or discipline associates, or effectively to recommend such action, if the exercise of such authority is not of merely a routine nature but requires the use of independent judgment.
- **Section 2** The terms "work" and "associates" include all persons whom the Union is recognized as the bargaining representative.
- Section 3 This Agreement is binding upon all of the Altig agencies in Canada insofar as it complies with local Provincial law (BC, Alberta, Saskatchewan, Manitoba only).
- Section 4 All new associates shall be informed that their job is represented by the Union, introduced to the steward and furnished with a dues check-off.
- **Section 5** The Union shall be furnished with names, classifications, and home addresses of all new associates within thirty (30) days.
- **Section 6** All associates covered shall as a condition of contract thirty (30) days from the date of hire become and remain members of the Union in good standing.
- Section 7 Initiation fees, dues and assessments, in accordance with the Union's Constitution, shall be deducted from the pay of all associates in the bargaining unit and transmitted to the Union, once monthly, together with a list of associates from whom such deductions have been made.
- Section 8 The authorization of check-off of dues shall be irrevocable for the term of this Agreement, and shall automatically renew, for successive yearly or applicable contract periods thereafter.

- Section 9 The Association agrees to abide by Union principles in the purchase aid use of goods such as printing aid publications, with a sensitivity to "made in Canada".
- Section 10 All correspondence transmitted from Association offices shall carry the Canadian Office aiid Professional Employees' Union label. The Association will post the Union office card furnished by the Union in prominent places.

#### **ARTICLE 3 — UNION REPRESENTATION**

- Section 1 The Association shall recognize the steward(s) named by the Union aiid shall not discharge, discipline, or otherwise discriminate against such steward(s) for carrying out the duties proper to that position.
- Section 2 Steward(s) may investigate aiid process grievances or confer with the representatives of the Union.
- Section 3 Representatives of the Union shall have the right to enter work premises to investigate working conditions, grievances, or disputes. They shall have the right to meet with stewards or with associates involved in a dispute. Representatives shall report to the Manager of the agency upon entering such premises.
- Section 4 The Steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.
- Section 5 All conversations between Office Stewards aiid grievors pertaining to terms aiid conditions of employment or pertaining to any matter in the Collective Agreement shall be considered privileged. The Parties agree that this privilege would lend itself to a trust relationship that must exist between Stewards aiid grievors.

#### ARTICLE 4 — COMPANY PROGRAMS

Section 1 All Agents aiid PR Reps shall be entitled to participation in Company bonus and recognition programs, including conventions, upon meeting the published requirements.

#### ARTICLE 5 — AGENTS COMPENSATION

Coinpensation of agents shall be in conformity with contract. There shall be no changes in the commission schedule without prior notification to the Union. An agent shall have the standard company **fifty** per cent (50%) contract not later than forty-five (45) days after date of contract, or when the month end report is available showing the agent has submitted ten thousand dollars (\$10,000.00) in annualized life premium, whichever **is** earlier.

Agents who are contracted after the effective date of this Agreement will be contracted as "career agents" under Section 4 of this Article 5. Agents who are under contract on the effective date may elect to become career agents, as set forth in Section 4. An agent who does not make that election is a "non-career agent" and the compensation of non-career agents is governed by Article 5 of the collective bargaining agreement that was in effect immediately prior to the effective date of this Agreement.

- An agent shall not be charged for leads or appointments. An agent may make telephone appointments or pay others to do so for the agent. Payments by an agent shall not constitute a prohibited payment for appointments if such payment is made directly to the person making such appointments on a voluntary basis, even though such effort is organized by the Agency or the Agency contributes to the cost.
- Section 3 The provision in the agent's contract which provides for termination upon thirty (30) days notice shall not be exercised if the reason for such termination is the exercise of any right under this contract.
- A career path is established to provide career agents with the opportunity to qualify for commission levels above the standard fifty percent (50%), based on continuous length of service, minimum production, and quality of business. Progression is automatic if the career agent meets or exceeds the guidelines established in this Section 4 and Section 5. Progression may be earlier if the career agent and the SGA involved so agree in writing. The term "minimum production" in this Section 4 means that policies issued through the career agent's efforts in the twelve (12) month period immediately preceding the applicable anniversary of the career agent's contract have produced at least seventy two thousand dollars (\$72,000.00) of net annualized life premiums. (Note: the company's standard fifty two and one half percent (52.5%), fifty-seven and one half percent (57.5%) and sixty two and one half percent (62.5%) contracts referred to below provide varying percentage and duration of commissions, based on the type of policy.)

The terin "continuous service" as is used in this Agreement means that the Career Agent lias been under Contract continuously for the length of time required.

- (a) A career agent with at least one (1) year of continuous service who has met the minimum production requirement will be entitled to receive first year and renewal commissions under the company's standard 52.5% contract (a "52.5% career agent"), on all business written under the 52.5% contract after that date.
- (b) A fifty two and one half percent (52.5%) career agent with at least three (3) years of continuous service who lias met the minimum production requirement will be entitled to receive first year and renewal commissions under the company's standard 57.5% contract ("57.5% career agent"), on all business written under the fifty seven and one half percent (57.5%) contract after that date.
- (c) A fifty seven and one half percent (57.5%) career agent with at least five (5) years of continuous service who lias met the minimum production requirement will be entitled to receive first year and renewal commissions under the company's standard sixty two and one half percent (62.5%) contract (sixty two and one half percent "62.5% career agent"), on all business written under the sixty two and one half percent (62.5%) contract after that date.
- (d) A career agent with at least five (5) years of continuous service with a minimum production requirement of five hundred thousand dollars (\$500,000.00) of net annualized premiums within that sanie five (5) year period will be entitled to receive first year and renewal commissions under the company's standard 65% contract, on all business written under the 65% contract after that date.

The minimum production standard for the 65% career agent level is one hundred

- thousand dollars (\$100,000.00) of net annualized premiums per year.
- (e) The company may return a career agent to a lower commission contract for failing to meet the minimum requirements established under Section 6 of this Article 5.
- (f) A career agent age sixty (60) and over who is fully vested with ten (10) years of service will have to ALP production minimum standard to maintain contract.

#### Section 5

- (a) Subject to the conditions contained in (b) through (f) of this Section 5, the following vesting percentages apply to renewal commissions payable under the commission schedule applicable to the career agent's contract.
  - i) If the career agent has Completed one (1) year of continuous service, but fewer than two (2), ten percent (10%) of the cornmissions earned following the career agent's terinination date shall be vested.
  - ii) If the career agent lias completed two (2) years of continuous service, but fewer than three (3), twenty percent (20%) of the commission earned following the career agent's termination date shall be vested.
  - iii) If the career agent has completed three (3) years of continuous service, but 'fewer than four (4), thirty percent (30%) of the commission earned following the career agent's termination date shall be vested.
  - iv) If the career agent lias completed four (4) years of continuous service, but fewer than five (5), forty percent (40%) of the coinmissions earned, following the career agent's termination date shall be vested.
  - v) If the career agent lias completed five (5) years of continuous service, but fewer than six (6), fifty percent (50%) of the commissions earned following the career agent's termination date shall be vested.
  - vi) If the career agent has completed six (6) years of continuous service, but fewer than seven (7), sixty percent (60%) of the commissions earned following the career agent's termination date shall be vested.
  - vii) If the career agent has completed seven (7) years of continuous service, but fewer than eight (8), seventy percent (70%) of the commissions earned following the career agent's termination date shall be vested.
  - viii) If the career agent lias completed eight (8) years of continuous service, but fewer than nine (9), eighty percent (80%) of the commissions earned following the career agent's termination date shall be vested.
  - ix) If the career agent lias completed nine (9) years of continuous service, but fewer than ten (10), ninety percent (90%) of the commissions earned following the career agent's termination date shall be vested.
- (b) In order to be eligible for vesting of commissions, a career agent with fewer than four (4) years of continuous service must have a four (4) month retention rate equal to or greater than company average on the most recent available report at the time of termination. The "4-month retention rate" is the retention rate calculated by the company in the ordinary course of business.
- (c) The termination date for the career agent is the date the career agent ceases work or is given notice of termination, whichever is earlier.
- (d) The vesting schedule in (a) <u>applies only to renewal commissions on policies issued</u> after the execution date of the career <u>agent contract</u>. For agents who are contracted

- prior to the effective accounts is governed by that agent's old contract. However, that agent's initial contract date will be used to determine the percentage of vesting applicable to those policies issued after the execution date of the career agent's contract. A career agent who has completed fewer than ten (10) years of continuous service is not eligible for vesting of renewal commissions for the life of the policy.
- (e) If a career agent has completed ten (10) years of continuous service, one hundred percent (100%) of that career agent's renewal commissions earned on life business are vested for the life of the policies, and that vesting continues after termination of the career agent's contract, subject to the following:
  - The lifetime renewal commissions are only on life business produced under the career agent's contract, based on the renewal rate in effect in the tenth (10th) yeas of that career agent's contract. For current agents who elect to become career agents, the lifetime renewal commissions are not payable on business produced under their old contract.
  - ii) Renewal commissions are based on the commission schedule of the career agent's contract and the policy type sold. For example, the renewal commission payable at the beginning of the eleventh (11th) policy yeas is the saine as that payable during the tenth (10th) policy year.
- (f) If a career agent who lias completed three (3) years of continuous service dies while he under contract and active with the Company, the career agent's renewal coinmissions are deemed fully vested and will be payable to the career agent's estate on life business for the life of the policies.
- Section 6 Company may, from time to time, establish minimum production standards for career agents so long as they do not exceed the "minimum production" defined in Section 4, and may take appropriate action if those standards are not met.
- Vested commissions will be credited as earned. Commissions that are payable in cash shall be paid monthly if the amount exceeds twenty five dollars (\$25.00). In any calendar year following termination, the company inay elect to terminate paying the vested renewals if they are less than one hundred and fifty dollars (\$150.00) per quarter. Each agent will be furnished a copy of that agent's contract upon request,
- Any terminated agent inay have renewal cheques and ledger statements (not detail policy list) mailed directly to the agent after indebtedness has been paid.
- Section 9 Breach of contract by an agent at any time shall result in the loss of vesting and the termination of commissions.

#### ARTICLE 6 — PUBLIC RELATIONS REPRESENTATIVE COMPENSATION

- **Section 1** PR Reps whose primary responsibility is producing leads shall have a written agreement and shall be compensated according to the compensation scale in this article.
- A career path is established to provide PR Reps with the opportunity to qualify for increased compensation levels based on continuous length of service and minimum production guidelines. Progression is automatic if the career PR meets or exceeds the guidelines established in this section and Section 6. Progression may be earlier if the PR and the SGA involved so agree in writing. The contract levels available will be contracts

A, B, C and D. The term "minimum production" in this Article 6 means response cards generated and/or groups obtained through the PR Reps efforts. The minimums will be evaluated on the PR reps anniversary date their first year (their first twelve [12] months of contract), and thereafter on a calendar year basis every January based on year-end results. For all sections of Article 6, a "group" is defined as one that lias a minimum of fifty (50) members and the greater of three percent (3%) card return or ten (10) response cards reported to Home Office. The term "continuous service" as is used in this Agreement means that the Career PR lias been under contract continuously for the length of time required.

For the purposes of Section 2, Section 4, and Section 5 of this Article 6, the PR Rep's initial contract date will be used to determine length of service. Below are the time frames and production requirements for progression to the various contract levels available to PR Reps.

1 <sup>st</sup> Year	Α	9.000 cards or 36 groups plus 4.500 cards
2 <sup>nd</sup> – 3 <sup>rd</sup> Years	В	12,000 cards or 48 groups plus 6,000 cards
$4^{th} - 5^{t}$ Years	С	15,000 cards or 60 groups plus 7,500 cards
After 5 Years	D	

A PR Rep with at least one (1) year of service and the required minimums will progress to contract B. A PR Rep with at least three (3) years of service and the required minimums will progress to contract C. A PR Rep with at least five (5) years of service and the required minimums will progress to contract D.

The Company may return a career PR to a lower coinpensation contract for failing to meet the minimum requirements established under this section aid Section 6 of this Article 6.

- The coinpensation scale is based on the number of leads produced. If no response card is involved, the coinpensation shall be two dollars (\$2.00) for the first *two* hundred aiid **fifty** (250) letters mailed, one dollar aiid fifty cents (\$1.50) for the next two hundred and fifty (250), aiid one dollar (\$1.00) for all over five hundred (500).
- Section 4 An original working of an organization is when that organization has not been worked (mailed) within the last three (3) years. A renewal or rework of an organization would include any that would not qualify as an original working.

Below is a schedule of compensation for each level of career PR including an increase for successive union contract years. The coinpensation is based on the response cards received from an original or renewal mailing:

CONTRACT	CONTRACT YEAR	ORIGINAL	RENEWAL
A	March 1-2007	4.80	3.65
	January 2 – 2008	5.00	3.85
	January 3 – 2009	5.20	4.05
В	March 1 – 2007	5.00	3.85
	January 2 – 2008	5.20	4.05
	January 3 – 2009	5.40	4.25
C	March 1-2007	5.40	4.05
	January 2 - 2008	5.60	4.25
,	January 3 – 2009	5.80	4.45
D	March 1 – 2007	5.80	4.25
	January 2 – 2008	6.00	4.45
	January 3 2009	6.20	4.65

When any properly serviced group currently under contract with a particular PR Rep is officially merged into another group that is signed by a different PR Rep, the original PR Rep will receive a one-time split of commissions when the next mailing is done based upon the number of members merged, provided that is at least 1,000 members.

Section 5

To encourage each self-employed PR Rep to save for their retirement, the following extra compensation amounts would be deposited to the PR Reps qualified retirement account established under the Canada Revenue Agency, hereinafter referred to as the "Account", based on a matching percentage of what the PR Rep contributed to their Account in each calendar year. The matching percent available increases each year through the tenth (10th) year for continuous service. The percent noted relates to the total annual (calendar year) coinpensations for the PR Rep that will be matched, limited to a maximum of ten percent (10%) of the PR Reps response card earnings for the calendar year. In order for the matching to be available, the PR Rep would be required to provide proof of the amount they personally contributed to their Account during the prior calendar year. The statements or proof of contribution must be provided to the Company by January 31st of each year. The extra compensation amount would then be deposited into the PR Reps Account by February 15th of that year, provided they met the minimum standard requirements and they have not exceeded the maximum contribution allowed under their plan. Below is the matching schedule based on the length of service for each PR Rep:

YEARS of SERVICE COMPLETED	PERCENT of ANNUAL CARD EARNING MATCH (10% Maximum per Year)
Year 1	1%
Year 2	2%
Year 3	3%
Year 4	4%
Year 5	5%
Year 6	6%
Year 7	7%
Year 8	8%
Year 9	9%
Year 10+	10%

In recognition of the CRA limits of a) thirteen thousand and five hundred dollars (\$13,500.00) per annum and b) eighteen percent (18%) of earnings the PR Reps will be able to a) invest in a qualified instrument other than RRSP's and b) will only have to contribute a maximum of eight percent (8%) of card response earnings to qualify for the Company matching of eight percent (8%), nine percent (9%), and ten percent (10%) in years 8, 9, and 10.

If the maximum percent allowed under CRA increases to above eighteen percent (18%) during the terni of this contract, the percentage required for contribution by the PR person would increase proportionally to the ten percent (10%) maximum.

In order for this matching to be available, the PR Rep at the time of payment must have an active contract with the Company, have been contracted at least one year, and be meeting the minimum production standards.

Section 6 Company inay, from time to time, establish minimum production standards for career PR Reps so long as they do not exceed the "minimum production for progression" defined in Section 2 and may take appropriate action if those standards are not met.

Commissions are earned when a response card is received, or if no response card is involved, when the mailing is made. The commission schedule in effect on the date of the organization's consent to a mailing shall govern. Earned commissions shall be credited within two weeks. If an organization is mailed in segments, commissions shall be credited at least once each month, covering cards received more than one week prior to the date of credit. To qualify for commission, the working of an organization and the manner of such working must be approved in advance by the PGA. A full-time PR Rep shall maintain rights to a local mailed as long as it is properly serviced by that PR Rep and continues to be mailable and workable.

Section 7

- Agents, insofar as they spend any portion of their time performing public relations work and producing leads, shall be compensated exclusively as Agent except as may be agreed between such Agent and the PGA. Public relations work performed and leads produced by PGAS, Master General Agents, and General Agents for their own or other agencies shall be encouraged. The Association shall endeavour to consult with PR Reps affected by public relations work performed and leads produced by PGA'S, Master General Agents and General Agents for their own or other agencies.
- Section 9 For cards received, the PR Representative will be entitled to a total of ten percent (10%) of each card payment, calculated semi-annually, with vesting benefits as currently available to agents. Such payment will be auto deposited no later than February 15 of each year to the account number provided by the PR Rep. The ten percent (10%) vesting will be paid in equal instalments in each of the following nine (9) years. Vesting will be the same as currently in effect for agents. Existing PR Representatives would be credited with past services for the purpose of vesting only.
- **Section 10** No commission is earned for a duplicate response card. A duplicate is an additional card from the saine household received with six (6) months of the first card regardless of whether the individual, organization, or mailing is different.
- **Section 11** Breach of contract by a PR Rep at any time shall result in the termination of any compensation that might become due.
- Section 12 The compensation schedule applies only to contracts issued after the execution date of the career PR Reps contract. PR Reps who were contracted prior to the execution date are governed by their old contracts.
- Section 13 Bonus funds shall be available rewarding superior production. The company will design qualification levels in consultation with the Union using best efforts to obtain a participation level of at least twenty percent (20%) of the PR Representatives. Changes in bonus formulas shall not be designed to reduce compensation levels, and if revision in fact reduced total expenditure, changes will be negotiated with the Union to restore the previous level of total expenditure.

#### ARTICLE 7 — LEAVES of ABSENCE

- **Section 1** Reasonable leaves of absence shall be granted. Requests for leave shall be reasonable for the following:
- Section 2 Leave of absence without pay in case of pregnancy shall be granted in accordance with the provisions of the applicable legislation.
- Section 3 Associates shall be granted extended sick leave of absence, up to six (6) months during periods of lengthy illness of disability as certified by a medical doctor.
- Section 4 Leave of absence without pay will be granted to associates for the purpose of attending to union business. The Union will request such leave by giving the Association at least two (2) weeks notice.
- Section 5 Associates may be granted leave without pay, for personal reasons upon written application, such leave will not be unreasonably withheld.

Section 6 Leaves under this article shall not affect seniority/continuous service nor be used to penalize/demote Agents or PR Reps from their Career Agent, Career PR Rep contract level nor affect their retention rates nor affect their minimum production.

#### ARTICLE 8 — HEALTH and WELFARE PLANS

- Section 1 Health and welfare benefits shall be provided as selected in consultation with the PGA of the province involved, modified from time to time, and procured by the Union. The Association to pay all premium costs of the benefit package up to the following amounts per month for Associates who are single, married, or family status as defined by the Medical Services. Plan of BC:
  - (a) Effective January 1, 2007 \$175.00 per month Status 1 i.e. "Single" \$250.00 per month for MSP Status 2 i.e. "Married" \$275.00 per month for MSP Status 3 i.e. "Family"
  - (b) Effective January 1, 2009
    \$200.00 per month Status 1 i.e. "Single"
    \$275.00 per month for MSP Status 2 i.e. "Married"
    \$300.00 per month for MSP Status 3 i.e. "Family"

Costs in excess of the above amounts are to be paid by the Associates.

- Section 2 Contributions for a person shall commence three (3) months after the most recent date of hire.
- Section 3 To qualify for contribution a covered Associate (Agent) must have production of at least seven thousand dollars (\$7,000.00) of net submitted annualized premium per quarter. To qualify for contribution a covered Associate (Public Relations Representative) must maintain lead production commissions of at least seven thousand dollars (\$7,000.00) of commission per quarter averaged on an annual basis. A quarter is a calendar quarter. A person who lias not previously been covered may qualify on the basis of the immediately preceding three (3) calendar months.

Maternity/parental leave, as per relevant provincial legislation (eg: BC Maternity Leave ~ eighteen [18] weeks, Parental - twelve [12] weeks) shall not disqualify an Associate from the benefit package.

Section 4 Two Year Associate Premiums

Upon completion of two (2) year's service, a covered Associate will be entitled to a higher limit of premium costs. The Association shall pay the premium costs for these Associates to a maximum of the premium costs in effect on March 1, 2002.

Section 5 It is anticipated that the benefits package selected will vary from province to province, reflecting differences in law, custom, and the governmental differences in benefits provided and how benefits are funded. To the extent that benefits are funded by direct taxes or charges on the Company or the Association in lieu of insurance premiums, the payment of such taxes or charges shall constitute payment of contributions.

#### ARTICLE 9 -- HIRING, PROMOTION, LAYOFF and RECALL

- Section 1 The Association shall fill job vacancies from within the bargaining unit before hiring new Associates, providing Associates are available with the necessary qualifications to fill the vacant positions. Each vacancy shall be posted on the bulletin boards on the Association's premises and in each Provinces place of work for at least three (3) working days, with a copy to the Chief Office Steward outlining job title, group classification and commission range. When vacancies are not filled from within the bargaining unit, the Association shall interview and consider applicants from the Union's unemployed roster.
- An Associate promoted to a higher-rated position shall be on trial for the first sixty (60) days. If during the first sixty (60) days he/she is considered to be unsuitable, he/she shall be returned to his/her former position or one of equal rank and shall be paid his/her former commission rate plus any increments which he/she may have become entitled to had he/she not been promoted.
- Section 3 Notice of Layoff

  All permanent Associates shall be given, in writing, notice of layoff.
- Section 4 Any Associate with six (6) months or more of service who is laid-off due to lack of work or redundancy, shall be placed on the recall list for a period of one (1) year.
- Section 5 Recall

  Notice of recall to an Associate who has been laid-off shall be made by registered mail to the Union with a copy to the Associate. The Associate must respond to such notice within ten (10) days of receiving it or possibly lose rights of seniority and recall, however, an Associate who is prevented from responding to a recall notice because of illness or other reason beyond the Associate's control shall not lose such rights thereby.
- Associates on the recall list shall have first rights to any vacancy in their former job classification or to a similar classification for which the Associate is qualified, and the Association will not hire for or promote to such a classification while an eligible Associate is on the recall list.
- Section 7 Recalled Associates shall receive their former commission and any commission increments to which the Associate would have become entitled during the period on the recall list. All rights due to seniority under this Agreement shall be unaffected by such a layoff period.

#### **ARTICLE 10 — SENIORITY**

- Section 1 seniority shall accrue from date of hire. Date of hire for an Agent is the date business is first coded to that Agent's account. The date of hire for a PR Rep is the date the PR contract is executed by the Company.
- Associates transferred from one agency to another maintain all rights and benefits. Service is not broken. Requests for transfers shall be in writing, and given upon sixty (60) days notice, and shall not be unreasonably denied. Notice shall be effective on the date of receipt by the Association.

AIL - Agents and PR Representatives / Clerical Addendum

- **Section 3** No associates shall be disciplined or discharged except for just and sufficient cause after full consideration of the person's rights and dignity. Upon request, the Union shall be given the reason for any such action.
- **Section 4** Each person hired shall be on a sixty (60) working day probationary period and such probationary period may be extended up to an additional sixty (60) working days by agreement.
- Section 5 Associates on approved leave of absence will accrue seniority for periods not exceeding three (3) calendar months. Article 7, Section 2, and Section 3, are exempt from Article 9, Section 5.
- Section 6 Associates leaving the bargaining unit to fill a position excluded from the unit shall be credited with accumulation seniority (seniority held at date of leaving the bargaining unit, plus accrued credit from the date of re-entry to the unit).

#### **ARTICLE 11 -- GENERAL**

- Section 1 Each agency shall supply on its premises sufficient bulletin boards to be used for Union business only. Stewards shall post all notices.
- Section 2 The Association shall bear the cost of printing of this Agreement. All members shall be given a copy.
- **Section 3** It shall not be a violation of this Agreement or cause for discharge or discipline to refuse to cross a legal picket line recognized by the Union.
- Section 4 Except as provided in this Agreement no work which is normally, properly, or customarily performed by persons covered by this Agreement shall be contracted out, sub-contracted or performed by other persons.
- **Section 5** The rights of covered persons to vote in all Federal, Provincial, and Civic elections shall be respected in accordance with the Elections Act.
- Section 6 The interpretation, application and administration of this Agreement shall be construed as in accordance with and governed by the applicable laws of the Province of British Columbia, Alberta, Saskatchewan and Manitoba and/or the Government of Canada.
- Section 7 This Agreeinelit embodies the whole Agreement between the parties hereto. If any part of the Agreeinelit is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other part hereof which shall continue in full force and effect and be construed as if this Agreement had been executed without the invalid part and it is hereby declared the intention of the parties that this Agreement would have been executed without reference to any part which may for any reason be determined to be void or unenforceable.

#### ARTICLE 12 — GRIEVANCE PROCEDURE

Section 1 Grievance means any difference or dispute concerning the interpretation, administration, or alleged violation of this Agreement, whether between the Association and any covered associates, or between the Association and the Union.

#### **Section 2** Grievances or complaints shall be settled in the following manner:

- (a) If any associate has a complaint, it shall be referred to as a Grievance and the procedure for settlement shall commence with Step 1.
- (b) If the Company, the Association or the Union has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 2.

#### STEP 1:

The grievant takes up the grievance with the PGA involved. If there is no settlement within 10 days, the Union may proceed to Step 2.

#### STEP 2:

- (a) If the grievance is not resolved at Step, it shall be referred to the Union and the Company within ten (10) working days of the decision rendered at Step 1. Failing settlement within ten (10) working days, either may refer the matter to arbitration.
- (b) In the event the grievance is initiated by the Company, the Association or the Union, the initiating party shall notify the other, in writing, of the nature of the dispute within ten (10) working days of the circumstances. Failing settlement within ten (10) days of receipt of notice, either may refer the dispute to arbitration.

#### **ARTICLE 13 — SINGLE ARBITRATOR**

The parties to the dispute will within ten (10) working days agree upon an arbitrator. Failing agreement, either may apply to the Minister of Labour to appoint an arbitrator. Hearings shall commence within thirty (30) days of the appointment of the arbitrator. The arbitrator shall hear the parties, settle the terms of question and make an award within fifteen (15) days of the appointment or within such extended period as may be agreed. The arbitrator shall deliver the award, in writing, to each of the parties and this award shall be carried out forthwith. The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. Each **party** shall pay their own costs and expenses of the arbitration and one half the remuneration and disbursements or expenses of the arbitrator.

#### **ARTICLE 14 — ARBITRATION ALTERNATIVE**

The parties may, as an alternative to arbitration as provided in Article 13, agree in writing to resolve or decide matters arising under this Agreement under Section 103 of the Labour Relations Code which provides:

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an Associates (Agents/Representatives), 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 the collective agreement, Vince Ready, or a substitute agreed to by the parties, shall at the request of either party.

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five (5) days of the

date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

#### **ARTICLE 15 — JOINT COMMITTEES**

#### **Section 1** Joint Consultation Coininittee Structure

There shall be established a Joint Committee of two (2) to four (4) individuals, with one (1) to two (2) Association Representatives and one (1) to two (2) Union Representatives (preferably one (1) Agent and one (1) PR Rep who are non-Management members). In the event of a four (4) person committee, the Union's Representatives will be an Agent and a PR Rep of the Association, who are non-Management members.

#### **Section 2** Meetings of the Committee

- (a) The Joint Consultation Coininittee shall meet at the call of either party at a mutually agreeable time and place within ten (10) days of such a call.
- (b) In the event of any reorganization which results in redundancy, relocation, or reclassification, the Joint Coininittee shall meet in order for the Association to consult with the Union.
- (c) Minutes shall be kept for all meetings.

#### **Section 3** Chairperson of the Committee

**An** Association Representative and a Union Representative shall alternate in presiding over the meetings.

#### **Section 4** Responsibilities of the Committee

- (a) The Coininittee shall not supersede the activities of any other Committee of the Union or the Association and shall not have the power to bind either the Union or its members of the Association to any recommendations reached in their discussions.
- (b) The Coininittee shall also have the power to make recommendations to the Union and the Association and to discuss issues regarding the following matters:
  - i) reviewing matters relating to the maintenance for good relations between the parties;
  - ii) reviewing matters causing grievances and misunderstandings;
  - iii) reviewing Associate initiated concerns.

#### **ARTICLE 16 — DURATION**

- Section 1 This Agreement shall be in effect July 1, 2006 and continue until June 30, 2009, and shall automatically renew thereafter from year to year unless any party notifies the others in writing at least sixty (G0) days prior to the expiration date of a desire to terminate or change this Agreement.
- Section 2 The parties agree that neither party shall open this Agreement, on its anniversary date(s) or otherwise, while the Agreement is in full force and effect, unless mutually agreed, in writing.
- Section 3 This Agreement shall be re-opened at the request of either party for purposes of adjusting the benefits payments in Article 8, Section 1.

This Agreement entered into	this	18 Th	day of	May	2007
	)			/	

SIGNED on BEHALF of the ASSOCIATION

Party & the First Part;

Party & the Second Part;

Richard Altig — SGA ALTIG

Sheila Morrison — Secretary-Treasurer

#### SIGNED on BEHALF of the COMPANY

Party & the Third Part;

	Velbre Tamble	
	Debbie Gamble — Senior Vice-President	
4	Muselle -	
	Denise Boyer — Vice President - National Director of Public Relations	

E&OE

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BETWEEN: Association of Provincial General Agents of the Altig-Altig

Agencies of Canada

tite Association

AND: Canadian Office and Professional Employees Union, Local 15

the Union

The parties recognize the company's desire to maintain its reputation as a one hundred percent (100%) unionized environment and this letter is drawn **up** in that spirit and intent.

This letter is attached to and becomes a part of the Agents and Public Relations Representatives Collective Agreement.

#### The Parties agree to the following:

The parties recognize that Managers from time to time may need assistants.

Such assistants should become union members and be covered by the Collective Agreement. Any reference in the Collective Agreement to associate(s) is deemed to include the assistant(s) unless the language is explicitly referring to Agents and Public Relations Representatives.

American Income Life Insurance Company will facilitate union dues remittance in these cases on behalf of the Managers by doing check offs. Such assistants will become union members covered by the Health and Welfare Agreement.

The Association agrees to contribute for negotiated Health and Welfare benefits as per Article 8.

Provincial legislation in the respective jurisdiction shall determine the minimum standards for vacations, statutory holidays, pay and severance, as agreed in negotiations.

Seniority shall accrue from the first date of hire. The date of hire is the first date of hire within the Association.

Debplace Desecutive Vice President	Elaine Jackson — President
	Symo
	Sheila Morrison — Secretary-Treasurer
Dated May 18/07, 2007	Dated Min (8 , 2007

BETWEEN: Association of Provincial General Agents of the Altig-Altig

**Agencies of Canada** 

the Association

AND: Canadian Office and Professional Employees Union, Local 15

the Union

# **RE:** Harassment Policy

The Parties agree to refer the issue of a Harassment Policy to the Article 15 Joint committee and the Parties will endeavor to develop a Harassment Policy. Once developed Associates will be provided access to the policy.

SIGNED on BEHALF of the	
ASSOCIATION	SIGNED on BEHALF of the UNION
Debt Essent Chotody	Jan Sacks
Daryl-Barnett — Executive Vice President	Elaine Jackson — President
	Monto
!	Sheila Morrison — Secretary-Treasurer
Dated 000 18/00 , 2007	Dated May 18 , 2007

BETWEEN: Association of Provincial General Agents of the Altig-Altig

**Agencies of Canada** 

the Association

AND: Canadian Office and Professional Employees Union, Local 15

the Union

# **RE: Joint Committee**

The parties agree to form a Joint Coininittee to discuss issues related to the following proposals presented by the Union during negotiations of the Collective Agreement. The Joint Coininittee shall have two (2) representatives of each party. The Coininittee shall meet within six (6) months of ratification.

- Family Assistance Plan stress counseling
- Discrimination and Harassment
- Lead generation
- Spousal orientation and family rewards

SIGNED on BEHALF of the	/
ASSOCIATION	SIGNED on BEHALF of the UNION
Alublin Instead	Clariffe Sucks
Darfi Barrett - Executive Vice President	Elaine Jackson — President
	Suporis
·	Sheila Morrison — Secretary-Treasurer
Dated May 18/07, 2007	Dated May 18 . , 2007

BETWEEN: Association of Provincial General Agents of the Altig-Altig

**Agencies of Canada** 

the Association

AND: Canadian Office and Professional Employees Union, Local 15

the Union

#### **RE:** Grievance Procedure

The Parties to agree upon an appropriate grievance form which will include the following:

Name of Associate;

Name of Union Representative;

Name of PGA or MGA or other Manager and date discussed at Step;

Date of Grievance:

Article(s) or clause(s) of the Agreement infringed upon or alleged to have been violated; Remedy or correction proposed.

SIGNED on BEHALF of the ASSOCIATION	SIGNED on BEHALF of the UNION
Debbre Enstrot	Jack Jack
DutyPBurnett — Executive Vice President	Elaine Jackson — President
	Mons
,	Sheila Morrison — Secretag)-Treasurer
Dated May 1810, 2007	Dated Muy 18 , 2007

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