

Collective Agreement

Between

Canadian Office and Professional Employees' Union, Local 15

And

American Income Life Insurance Company

Employee Agreement

January 1, 2009 – December 31, 2011

## **AGREEMENT**

### **ARTICLE 1 PURPOSE**

SECTION 1. This Agreement is between the Canadian Office and Professional Employees' Union, Local 15, (the "Union"); and American Income Life Insurance Company, (the "Company"). The purpose of this Agreement is to maintain harmonious relationship between the Company and the Union; to define clearly the pay and conditions of employment for the employees; to provide for an amiable method of settling differences which may from time to time arise; and to promote the mutual interest of the Company and Union and in recognition whereof, the Parties hereto covenant and agree as follows:

SECTION 2. There shall be no discrimination, interference, restriction or correction exercised or practiced with respect to any personnel in any matters of hiring, training, promotion, transfer, lay-off, discharge or otherwise by reason of race, creed, color, national origin, political or religious affiliation, sex or marital status, sexual orientation or his/her membership or activity in the Union.

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

SECTION 1. The Union is recognized as the sole collective bargaining agent for all employees, exclusive of supervisory employees with authority to hire, transfer, suspend, lay-off, recall, promote, discharge or discipline personnel, or effectively to recommend such action, if the exercise of such authority is not of merely routine nature but requires the use of independent judgment. A person having such authority is not a member of the bargaining unit.

SECTION 2. The company shall inform all newly hired employees in the bargaining unit that their job is represented by COPE Local 15.

SECTION 3. The Union shall be informed, in writing, of all newly hired employees giving their names and classifications within fifteen (15) days after they are employed.

SECTION 4. All employees covered under this Agreement shall, as a condition of employment, thirty (30) days from the effective date of the Agreement become and remain members of the Union in good standing. All employees hired subsequent to the effective date of this Agreement, shall as a condition of employment thirty (30) days from the date of employment become and remain members of the Union in good standing.

SECTION 5. Upon written authorization from the employee, the Company agrees to deduct Union initiation fees, dues and assessments from the wages of each employee and to transmit the monies so collected to the Union, once monthly, together with a list of employees from whom such deductions have been made.

The parties recognize the company's desire to maintain its reputation as a 100% unionized environment. The union recognizes that PR Managers and PR Directors 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 PR Managers and PR Directors. These managers shall have no rights under the Union Constitution or By-Laws. The managers shall have no rights under the Collective Agreement.

SECTION 6. The authorization of check-off dues shall be irrevocable for the term of this Agreement, and shall automatically renew for successive yearly or applicable contract periods thereafter.

### **ARTICLE 3 UNION REPRESENTATION**

SECTION 1. The Company shall recognize the Office Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Office Steward(s) for carrying out the duties proper to that position. The Union shall inform the Company of the names of the Office Steward(s).

SECTION 2. The Office Steward(s) may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay.

SECTION 3. Representatives of the Union shall have the right to enter the premises of the Company to investigate working conditions, grievances, or disputes. They shall have the right to meet with employees involved in a dispute relative to the administration of this Agreement. Union Representatives shall report to the designated Company Representative upon entering premises.

SECTION 4. The Union shall receive a copy of any discipline or written reprimands placed in an employee's file. Such submission will be marked "personal and confidential".

### **ARTICLE 4 THE RIGHTS OF THE COMPANY**

The Union recognizes that it is the right of the Company to exercise the exclusive, regular and customary rights of management, to direct the working forces and all aspects of its business, and make rules and regulations not in conflict with the terms of this Agreement.

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

SECTION 1. Probation period - All new employees will be considered probationary for the first one hundred and eighty (180) calendar days of employment. After one hundred and eighty (180) calendar days employment, an employee will become regular.

SECTION 2. An employee hired to work on a full-time regular basis. Due to the nature of the work of the employees their regular work hours may vary.



### SECTION 3. New Position

Where a new position is created or if an existing position is substantially modified, the Company shall provide the Union with a job description for the new position as well as the salary/wage rate it intends to apply. The Union may, at its discretion, negotiate with the Company, the salary and position or classification and if agreement cannot be reached, the matter may be referred to arbitration as provided in this Agreement.

## ARTICLE 6 HOURS OF WORK

SECTION 1. Unless changed by agreement, the work week shall be an average of 37 ½ hours per week. Since the employees generate leads and their income is predicated on their sales/lead results, their work days/hours may vary depending on the needs or availability of their market or groups. Work week shall be defined as Sunday through Saturday.

SECTION 2. An unpaid lunch period of one-half (1/2) hour to one (1) hour will be provided and taken within the two (2) hours in the middle of the regular working day.

SECTION 3. Two (2) relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be provided without loss of pay.

## ARTICLE 7 GENERAL HOLIDAYS

SECTION 1. The Company agrees to provide all employees with the following statutory holidays, with pay:

New Year's Day  
Good Friday  
Victoria Day  
Remembrance Day  
The Provincial Civic Holiday  
Canada Day  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
Family Day (*Third Monday of February*) or Floating Personal Day in other provinces  
Easter Monday

Should any of the above holidays fall on an employee's regular day off, the employee shall receive an additional day or days off, with pay, to be taken on either a Friday or a Monday or at a time mutually agreed with the Company.

SECTION 2. The Company will not require the employee to perform work on the above mentioned holidays.

**ARTICLE 8  
ANNUAL VACATION**

SECTION 1. Each employee in the bargaining unit shall earn vacation credits based on the following years of continuous service or as required under provincial legislation.

| <b>Continuous Service</b> | <b>Days Per Year</b> |
|---------------------------|----------------------|
| Less than 5 years         | 10                   |
| 5 but less than 10 years  | 15                   |
| 10 or more years          | 20                   |

SECTION 2. Employees may take earned vacation after they have completed 90 days service. An employee terminating for any reason shall be paid for earned vacation not taken if employed for 90 days.

SECTION 3. When a holiday falls within an employee's vacation period, the employee shall receive an additional day which will be taken immediately prior to or following the vacation period.

SECTION 4. An employee shall have the right to take the vacation earned at one time or may be taken in blocks of one-half day increments or more as approved by the manager/Company.

SECTION 5. The first 2 weeks of vacation earned in an anniversary year must be taken prior to the end of the next anniversary year.

SECTION 6. Employees with three (3) weeks' vacation entitlement or more shall be entitled to bank up to a maximum of two (2) weeks' vacation and take the banked vacation in the following year.

**ARTICLE 9  
LEAVE OF ABSENCE**

SECTION 1. - Union Business Negotiation of the Collective Agreement

The Company agrees to grant a leave of absence for Union business to a minimum of one employee, without loss of pay or benefits, in order to participate in the negotiations for the renewal of the present Collective Agreement, attendance of grievance meetings, union-management meetings and Joint Committee Meeting. The Union will request such leave by giving the Company at least two (2) weeks notice.

SECTION 2. - Bereavement -An employee may be granted a leave of three( 3) working days with pay in case of death of spouse, child, step-child, father, mother, spouse's father or mother, brother or sister; spouse's brother or sister, grandfather or grandmother, one of spouse's grandparents, a grandchild, spouse's grandchild, brother-in-law or sister-in-law. For aunts and uncles, the employee may take the day of the funeral to attend the services.



SECTION 3. Special Leave Without Pay – An employee may be granted leave of absence, without pay, for personal reasons upon written application. It is understood that such leave shall not interfere with the business needs of the company.

SECTION 4. Jury Duty - When absent because of jury duty, an employee who has completed the probationary period shall be paid for such time lost, less any monies received in any way as compensation for such duty. When absent because of witnessing in Court, the employee shall be paid for such time lost, less any monies received in any way as compensation for such duty, except where the employee or spouse is party to the suit, and in such case the Company will not pay for time lost.

SECTION 5. Maternity Leave - Leave of absence without pay in case of pregnancy shall be granted in accordance with applicable legislation. Such leave will not affect sick leave entitlements or seniority.

SECTION 6 Wedding - A full time employee with 6 months seniority may be granted a one (1) day leave of absence with pay on the occasion of her/his wedding. This day shall be taken the day of the wedding or within 1 week prior to or following the date of the wedding.

## **ARTICLE 10 SICK LEAVE, WELFARE PLANS AND PENSION PLANS**

SECTION 1. The payment of sick leave allowance to employees is to safeguard against the loss of pay due to sickness, and paid only in case of sickness or accident. Employee must call his/her manager or other designated person to notify them of their sickness each day off unless an expected date of return has previously been given.

SECTION 2. Employees accumulate sick leave at the rate of 8 days per year, and are eligible to use sick leave for qualifying events after the completion of 90 full calendar days' service.

SECTION 3. Employees can accumulate unused sick leave up to a maximum of 135 days. 125 of these days may be "Extended Leave – Catastrophic Events" and 10 days may be "Regular Sick Days". Employees reaching the maximum accumulation of "Regular Sick Days" may credit accrued sick leave to "Extended Leave – Catastrophic Events" until the maximum of both categories are reached, or "Regular Sick Days" are used.

SECTION 4. Unused sick leave is not a vested right of employee in case of termination of employment.

SECTION 5. Employees can accumulate unused sick leave up to a maximum of 10 days. Employees reaching the maximum accumulation may credit accrued sick leave to Extended Leave Days until the maximum of both categories have been reached or regular sick days are used.

SECTION 6. The Company may request satisfactory evidence of the employee's claim to sick leave. Such request shall not be used discriminatively.



SECTION 7. Employees who abuse or fraud sick leave credits are subject to disciplinary action or discharge by the Company.

SECTION 8. During periods of lengthy illness or disability, the lost working days that occur within any waiting period as prescribed by a Wage Indemnity Plan shall be paid by the Company from the employee's accumulative "sick leave". A claim for benefits must be made under the Wage Indemnity Plan for any disability that results in time loss in excess of the prescribed waiting period. The balance of an employee's accumulated sick leave shall be paid for lost working days where the disability causes time loss beyond the normal benefit period as prescribed by a Wage Indemnity Plan.

SECTION 9. Health & Welfare Plans - Health and Welfare benefits shall be provided as selected in consultation with the Company, modified from time to time and procured by the Union. Up to \$200 per month shall be contributed for each full time person covered; \$275 for a married employee, or up to \$350 for each such person who has family coverage. Group coverage shall be effective on the 1<sup>st</sup> of the month following their 30<sup>th</sup> calendar day of employment.

Should the cost of providing the benefits selected exceed the amount contributed, such excess cost shall be borne by the covered persons.

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 in lieu of insurance premiums, the payment of such taxes or charges shall constitute payment of contributions.

SECTION 10. Retirement Savings Plan -The Company agrees to contribute \$75 per month to an Individual RRSP for each full-time employee of the Company during their first year. Beginning with their 2<sup>nd</sup> year (13<sup>th</sup> month) the contribution will be increased to 5% of their salary.

## **ARTICLE 11 SALARIES**

SECTION 1. Employees will be classified by the Company in accordance with the skills used and shall be paid not less than the salary specified for such classification.

SECTION 2. It is agreed that the salaries herein are minimum salaries.

SECTION 3. The Parties agree that the salary level herein specified shall be effective beginning January 1, 2009.

**Marketing Specialist      Annual Salary 30,000**

SECTION 4: Each employee will have a potential for bonus in excess of their salary level based on leads produced (results).



SECTION 5: Employees will be required to have a minimum production level through lead generation that covers 75% of their salary and covered expenses.

**ARTICLE 12  
EXPENSE ALLOWANCE**

Employees shall be reimbursed for pre-approved and allowable expenses up to stated levels. Written guidelines will be provided to each employee with the allowable expenses and procedures for requesting reimbursement.

**ARTICLE 13  
HOLIDAY BONUS**

Each employee shall be paid a Holiday Bonus in December of each calendar year as follows:

|                                 |          |
|---------------------------------|----------|
| Up to One (1) Year of Service:  | \$ 50.00 |
| One (1) Year to Ten (10) Years: | \$ 75.00 |
| Ten (10) Years or More Service: | \$275.00 |

**ARTICLE 14  
LAY-OFF AND RECALL**

SECTION 1: In case of lay-off and recall, seniority shall govern by classification or position.

SECTION 2. Notice of Lay-Off - All employees shall be given, in writing, notice of lay-off or salary in lieu of notice as provided in applicable legislation.

SECTION 3. Any regular full-time 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 two (2) years.

SECTION 4.. Recall - Notice of recall to an employee who has been laid-off shall be made by registered mail to the Union with a copy to the employee. The employee must respond to such notice within ten (10) days of receiving it or possibly lose rights of seniority and recall; however, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose such rights thereby.

SECTION 5. Employees on the recall list shall have first rights to any vacancy in their former job classification or to a similar classification for which the employee is qualified, and the Company will not hire for or promote to such a classification while an eligible employee is on the recall list.

SECTION 6. Recalled employees shall receive their former salary and any salary increments to which the employee would have become entitled during the period on recall list. All rights due to seniority under this Agreement shall be unaffected such a lay-off period.



## **ARTICLE 15 SENIORITY**

SECTION 1. Seniority shall mean length of continuous service, with the Company, as an employee in the bargaining unit.

SECTION 2. Except as provided in Section 3 following, an employee who leaves the bargaining unit and subsequently returns will be considered a new employee from the date of re-entering the unit for the purpose of determining seniority credit.

SECTION 3. An employee who leaves the bargaining unit to fill a position with the Company excluded from the unit by agreement between the Union and the Company shall be credited with accumulated seniority (seniority held at date of leaving the bargaining unit) upon re-entry to the unit.

SECTION 4. An employee on approved leave of absence without pay will accrue seniority for periods not exceeding three (3) calendar months.

SECTION 5. An employee laid-off and placed on the recall list under Article 14, Section 5 will retain and continue to accumulate seniority during the period of lay-off.

SECTION 6. An employee on leave of absence for union business under Article 9, Section 1, or on sick leave and extended sick leave under Article 10, will continue to accrue seniority.

SECTION 7. Seniority lists will be made available by the Company at such times as may be required for the administration of this Agreement.

## **ARTICLE 16 GENERAL**

SECTION 1. Employees shall not be asked to make any written or verbal contract which may conflict with this Agreement.

SECTION 2. Working conditions, salaries/wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and affect.

SECTION 3. Bargaining Unit Work - Except as specifically provided in this Agreement no work which is normally, properly or customarily performed by COPE Local 15 members, covered by the terms and conditions of this Agreement shall be contracted out, subcontracted or performed by other than COPE Local 15 members in good standing when available locally.

SECTION 4. Picket Lines - It shall not be a violation of this Agreement or cause for discharge or discipline of any employee, in the performance of his/her duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Company as soon as possible of the existence of such recognized picket lines.

SECTION 5. Bulletin Boards - Bulletin Boards will be made available to the Union for the purpose of posting notices relating to meetings, dues, entertainment, health and safety, and general Union activities.

SECTION 6. Union Meetings - Employees who are members of COPE Local 15 may be allowed to take a two (2) hour unpaid lunch period from 12:00 noon to 2:00 p.m. as often as one (1) every two (2) months if required, on request of the Union executive to attend meetings of their own COPE Local 15 bargaining unit. The Union will give as much advance notice as possible to the Company, but no less than 24 days.

SECTION 7. Usage of Union Label - All correspondence shall carry the Union Label. The Union Label shall be posted in prominent places.

SECTION 8. The Company shall bear the cost of printing this Agreement. All members shall be given a copy of the Agreement by the Union.

SECTION 9. Harassment—

The Union and Company recognize the right of those covered by this Collective Agreement to work in an environment free from sexual harassment. The Company shall take such actions as are necessary regarding an employee engaging in sexual harassment.

Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- Touching, patting or other physical contact
- Leering, staring or the making of sexual gestures
- Demands for sexual favours
- Verbal abuse or threats
- Unwanted sexual invitations
- Physical assault of a sexual nature
- Distribution or display of sexual or offensive pictures or material
- Unwanted questions or comments of a sexual nature
- Practical jokes of a sexual nature

To constitute sexual harassment, behaviour may be persistent or may be a single serious incident.

Sexual harassment will often, but need not be accompanied by an expressed or implied threat of reprisal or promise of reward.

Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

**Procedures for Dealing with Sexual Harassment Grievance**



Managers and/or supervisors are expected to intervene when there are situations involving potential discrimination or sexual harassment and to deal with inappropriate actions of their employee.

Where possible, employees will first attempt to resolve the conflict between themselves. If the conflict cannot be resolved between the affected employees, the employee may proceed with a harassment grievance or a complaint.

Any interference with the conduct of an investigation or retaliation against a complainant or witness will, itself, result in disciplinary action.

Appropriate disciplinary action will be taken against employees who are found guilty of discrimination or sexual harassment.

Complaints that are made in bad faith and are vexatious in nature will be subject to appropriate disciplinary actions.

Sexual harassment grievances/complaints shall be investigated by the Company designate and union designate and a written report provided with fifteen (15) days of receipt of the complaint. Within ten days of the report being written, the Company shall implement the response, based on the investigation and report. That report and remedial response shall be made available to the complainant, the respondent, and the Union.

Union designate, to be, Brother Barry Hodson, Bus. Agent, COPE Local 15; contact information – Tel: 604-584-5001 - Fax 604-584-6001 – email: [cope15@telus.net](mailto:cope15@telus.net); toll free: 1-800-663-7523

In the process of investigation, both respondent and complainant may have union representation.

If the bargaining unit member is not satisfied with the remedy, he/she may, in conjunction with the, union designate, put the complaint before an adjudicator/arbitrator who specializes in sexual harassment and/or discrimination. The adjudicator/arbitrator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved the adjudicator/arbitrator shall have the right to:

- Dismiss the complaint
- Determine the appropriate level of discipline to be applied
- Make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

Costs of the adjudicator/arbitrator shall be shared equally between the parties.

SECTION 10. Savings Clause - This agreement embodies the whole agreement between the parties hereto. If any part of the agreement 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 17 DISCHARGE AND TERMINATION**

SECTION 1. It is hereby agreed that the Company has the right to discharge for just cause without notice or pay in lieu of notice may be given in the event of such discharge, at the Company's option.

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

SECTION 3. If upon joint investigation by the Union and the Company, or by decision or an arbitration pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, the affected employee shall be, subject to the award of such arbitration or pursuant to the mutual findings of the Union and the Company reinstated to his/her former position without any loss of seniority or rank. Compensation for lost salary shall be as mutually agreed between the Company and the union or as decided by arbitration.

## **ARTICLE 18 GRIEVANCES**

SECTION 1. Grievance means any difference or dispute concerning the interpretation, administration, or alleged violation of this Agreement, whether between the Company and any covered personnel, or between the Company and the Union.

SECTION 2. Grievances or complaints shall be settled in the following manner:

- (a) If any personnel have a complaint against the Company, it shall be referred to as a Grievance and the procedure for settlement shall commence with Step 1.
- (b) If the Company 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 grievor and/or steward takes up the grievance with the Company. If there is no settlement within 10 working days, the Union may proceed to Step 2.

### STEP 2.

- (a) If the grievance is not resolved at Step 1, it shall be referred to the Union and the Company within 10 working days of the decision rendered at Step 1. Failing settlement within 30 working days either may refer the matter to arbitration.
- (b) In the event the grievance is initiated by the Company or the Union, the initiating party shall notify the other, in writing, of the nature of the

within 30 days of receipt of notice either may refer the dispute to arbitration.

**ARTICLE 19  
ARBITRATION**

Section 1: Where a decision has been made by either party to arbitrate a grievance in accordance with article 18 of this agreement, they shall notify the other party in writing of their desire to do so and shall submit the name of one (1) or more prospective arbitrators. The recipient of the notice shall inform the other party that it is agreeable to one (1) of the nominees or shall suggest other prospective names within fifteen (15) working days.

Section 2: Should the Company and the union fail to agree upon an arbitrator within fifteen (15) working days or within such further time as may be mutually agreeable, either party may apply to the Minister of Labour in the province where the grievance occurred requesting the appointment of an arbitrator.

Section 3: The arbitrator shall not have jurisdiction to alter or change any of the provisions of this agreement, nor to substitute new provisions in lieu thereof, nor to give any decision inconsistent with the general terms of this agreement.

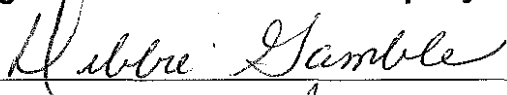

Section 4: The arbitrator is empowered to change the penalty imposed in a discharge or discipline grievance in any manner which he/she considers will result in a just disposition of the grievance.

Section 5: The Company and the union shall jointly bear the expenses of the arbitrator.



**ARTICLE 20  
DURATION**

SECTION 1. This agreement shall be in effect January 1, 2009 and will be in force until December 31, 2011. The contract shall automatically renew thereafter from year to year unless any party notifies the others in writing at least 90 days prior to the expiration date of a desire to change this Agreement.

**Signed on behalf of the Company:**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**Signed on behalf of the Union:**

  
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\_\_\_\_\_  
\_\_\_\_\_