

CUMIS GROUP LIMITED  
CUMIS LIFE INSURANCE COMPANY  
CUMIS GENERAL INSURANCE COMPANY  
CUMIS SERVICES LIMITED

SOURCE	CO.		
EFF.	88	04	04
TERM.	90	12	31
No. OF EMPLOYEES	137		
NOMBRE D'EMPLOYÉS	li		

AGREEMENT

Agreement entered into this 4th day of April, 1988, between the Office and Professional Employees' International Union, AFL-CIO, CLC, OFL, Local 290, a local union of the Office and Professional Employees' International Union, AFL-CIO, CLC, OFL, and the CUMIS Group Limited, the CUMIS Life Insurance Company, CUMIS General Insurance Company and CUMIS Services Limited, its successors or assigns.

PREAMBLE

WHEREAS, the parties hereto desire to co-operate in establishing conditions which will tend to secure to the Employees concerned, a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them, so as to secure uninterrupted operations of the office involved.

NOW, THEREFORE, be it mutually agreed to as follows:

CO-OPERATION

The Union agrees for its members that they will individually and collectively perform efficient work and service, that they will use their influence and best efforts to protect the property and information of the Employer, and that they will co-operate in improving and expanding the welfare of the Employer.

The Employer agrees that it will co-operate with the Union in the future as it has in the past in promoting harmony among all of its employees.

ARTICLE 1

Definitions

Section 1: The term "Employer" or "Management" as used herein means the CUMIS Group Limited, the CUMIS Life Insurance Company, CUMIS General Insurance Company and CUMIS Services Limited at Burlington, Ontario.

Section 2:

- (a) The term "Union" as used herein means Local 290 of the Office and Professional Employees' International Union, AFL-CIO, CLC, OFL.
- (b) The term "Bargaining Unit" as used herein consists of individuals who are required to be members of the Union and holding head office positions with the Employer in Burlington, Ontario, Canada which consists of all Graded positions.

Section 3: New Positions

When a new specific position is created, the Employer will determine, on the basis of the job description, which shall be submitted to the Union for consultation, whether or not the new position shall be excluded from the Bargaining Unit. The Employer agrees to consult with the Union a minimum of five (5) days prior to posting new positions. However, this Section shall be subject to negotiation at the request of the Union in April of each year for those positions which have been excluded from the Bargaining Unit during the preceding year.

Section 4: The term "Employee(s)" shall mean all Employees falling within the Bargaining Unit.

Section 5: The term "Part-time Employee(s)" as used herein means all Employees not employed for more than (20) hours per week, except as mutually agreed to by the Union and the Employer.

Section 6: The term "Temporary Employee(s)" as used herein means all Employees who are hired for positions not to exceed sixty (60) calendar days. The Union shall be notified in writing at the commencement of all temporary assignments. In cases where job duties determine the position is temporary for a duration of time in excess of sixty (60) calendar days it is to be extended only upon mutual agreement between the Union and Management.

Section 7: The term "employee(s)" as used herein means all persons permanently employed by the Employer whether they are included or excluded from the Bargaining Unit.

Section 8: The term "spouse" as used herein means a person who is the Employee's husband or wife, or a person who, although not married to, has continuously resided openly and visibly with the Employee for not less than one (1) continuous year.

Section 9: The term "immediate family" as used herein is defined as follows:

Spouse  
Mother or Father (including in-laws)  
Step Mother or Step Father  
Brothers or Sisters (including in-laws)  
Step Brothers or Step Sisters  
Sons or Daughters (including in-laws)  
Step Sons or Step Daughters  
Grandparents  
Grandchildren

Section 10: Masculine pronouns used in this Agreement shall be understood to refer to persons of either sex.

ARTICLE 2

Recognition, Union Security & Dues Check-Off

Section 1: The Management of the Employer and the direction of the working force are vested exclusively in the Employer. Such Management and direction shall include right to hire, recall, transfer, promote, demote, suspend and discharge for cause, and to release employees from duty because of lack of work or for any other just cause.

The Employer shall have the prerogative to establish rules of employment, assignment of work including temporary assignments and to change or modify methods, procedures and controls of the performance of work. Notification of any changes will be transmitted to a Steward of the Union.

The Employer agrees not to use any Temporary Employees when Union Employees with the necessary skills and knowledge to perform the work are available.

The Employer recognizes that the above mentioned provisions will not be exercised in a manner inconsistent with the other provisions of this Agreement.

Section 2: The Employer agrees to recognize the Union as the sole collective bargaining agent for the Employees.

Section 3: The Employer agrees that all Employees shall maintain membership in the Union as a condition of employment, and that all permanent Employees hired hereafter shall within one (1) month be required to join the Union, and said new Employees shall be subject to all clauses of this Contract, except that no clause of this Contract shall act to shorten the probationary period. The Employer shall have the right to terminate the Employee at any time during the probationary period and it is agreed that the Union shall have no recourse in this connection to Article 16 of this Agreement.

Section 4:

The Employer agrees to co-operate with the Union in arranging for the completion of authorization forms for Initiation Fees and Union Dues and further agrees, upon receipt of a properly signed form, to deduct Union Dues from the wages of each Employee. The Employer agrees to forward such dues to the Union's authorized representative monthly.

Section 5:

All Temporary Employees shall pay a work permit fee equal the regular monthly Union dues. The Employer agrees to forward such fees to the Union's authorized representative monthly following completion of one (1) week of temporary employment. Students employed under any Student Employment Program will not be required to pay a work permit fee.

ARTICLE 3

Work Schedule

Section 1:

- (a) No Employee shall be permitted or required to work more than seven and one-half ( $7\frac{1}{2}$ ) hours per day, or more than thirty-seven and one-half (37%) hours in any one week, except as provided in Section 2 of this Article, or as provided for under the Employer's Flexible Working Hours Plan. All hours of work shall be consecutive with the exception of a reasonable time off for meal periods.
- (b) From the first Friday in April through to the last Friday in October, no Employee shall be permitted or required to work more than seven and one-half (7%) hours per day for four (4) days and four and one-half ( $4\frac{1}{2}$ ) hours on the fifth (5th) day, or more than thirty-four and one-half (34%) hours in any one week, except as provided for under the Employer's Flexible Working Hours Plan. All hours of work shall be consecutive with the exception of a reasonable time off for meal periods.
- (c) The work schedule prescribed in Section 1(b) of this Article will be extended to the first Friday in November during any year in which Good Friday falls in April.

Section 2:

- (a) If the Employer finds it necessary to run his office in excess of the hours prescribed in Section 1(a) of this Article, Employees will receive one and one-half (1½) times their normal hourly rate of pay for all time in excess of seven and one-half ( $7\frac{1}{2}$ ) in any one day and thirty-seven and one-half (37%) in any one week. Overtime shall not pyramid, and no overtime shall be paid on overtime. All work performed on any holiday referred to in Article 4, Section 1, or on the seventh (7th) day shall be paid at double time the Employee's regular rate of pay.

Section 2:  
(cont'd)

- (b) If the Employer finds it necessary to run his office in excess of the hours prescribed in Section 1(b) or Section 1(c) of this Article, Employees will receive one and one-half ( $1\frac{1}{2}$ ) times their normal hourly rate of pay for all time in excess of seven and one-half (7½) for four (4) days and four and one-half ( $4\frac{1}{2}$ ) on the fifth (5th) day and thirty-four and one-half ( $34\frac{1}{2}$ ) in any one week. Overtime shall not pyramid, and no overtime shall be paid on overtime. All work performed on any holiday referred to in Article 4, Section 1, or on the seventh (7th) day shall be paid at double time the Employee's regular rate of pay.
- (c) Notwithstanding anything prior to this Section, Employees on Flexible Working Hours will not be paid overtime if they elect to receive credit for surplus time under the Employer's Flexible Working Hours Plan. They will be credited for one and one-half ( $1\frac{1}{2}$ ) times the hours worked provided they are not in a deficit position in their Flexible Working Hours.

Section 3:

The Union will be advised by management of overtime worked on specific positions as requested by the Union.

Section 4:

Overtime for Employees will be based on the Employee's salary at the time the overtime is worked, including any temporary compensation.

Section 5:

Employees working three (3) hours or more of overtime will receive a meal or be reimbursed the actual cost of a meal up to five dollars (\$5.00) supported by a receipt.

ARTICLE 4

Holidays

Section 1:

All employees shall receive the following holidays with pay: New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, plus three (3) floating holidays.

Section 2:

If a new statutory holiday is proclaimed between January 1 and April 30th during the life of this Agreement it will replace one of the floating holidays in Section 1 of this Article.

Section 3:

New Employees are required to work a minimum of three (3) months before being entitled to floating holidays. Employees hired between January 1st and March 31st will be entitled to three (3) floating holidays that year. Employees hired between April 1st and June 30th will be entitled to two (2) floating holidays that year. Employees hired between July 1st and September 30th will be entitled to one (1) floating holiday that year.

Section 4:

Holidays falling on Sunday shall be observed on Monday, or on such other day as mutually agreed upon. Holidays falling on Saturday shall be observed on Friday or Monday, the specific day to be at the discretion of Management, or on such other day as is mutually agreed upon.

If Dominion Day falls on a Friday it will be observed on Monday.

ARTICLE 5

Vacations

Section 1:

The vacation year for all Employees shall be January 1 through December 31. New Employees hired between January 1 and December 31 shall be entitled to five-sixths (5/6ths) of a day for each month worked to be taken anytime after completion of their probationary period, and ten (10) working days in each succeeding year thereafter.

During the year in which the third (3rd) anniversary of employment occurs, each Employee shall be entitled to fifteen (15) working days vacation and in each succeeding year thereafter.

During the year in which the tenth (10th) anniversary of employment occurs, each Employee shall be entitled to twenty (20) working days vacation and in each succeeding year thereafter.

During the year in which the fifteenth (15th) anniversary of employment occurs, each Employee shall be entitled to twenty-five (25) working days vacation plus one (1) day for each year worked following fifteen (15) years to a total of forty (40) working days.

Section 2:

During the year in which the Employee **has** his third (3rd) anniversary of employment and fifteen (15) working days of vacation earned, an Employee may commence to save five (5) working days of his vacation each year to a maximum of ten (10) working days, except that an Employee entitled to twenty (20) or more working days of earned vacation may accumulate a total of ten (10) working days of his earned vacation in any one year if such Employee has no accumulation at that time. Such saved vacation days may be used in any subsequent years. In case of death or separation of employment any accumulated days of vacation would be paid as vacation due at that time.

Section 3:

New Employees hired between July 1 and December 31 may save their vacation entitlement for that year, until the following year.

Section 4:

When an Employee leaves the services of the Employer without having utilized his earned vacation time, he shall be entitled to pay for each day of vacation earned. For purposes of this section, earned vacation time means 1/12th of the annual entitlement for each month worked. Any time taken in excess of earned vacation time will be adjusted for on the Employee's final pay cheque.

Section 5:

Employees going on maternity leave will be entitled to vacation earned up to the date the leave begins. Employees returning to work following their maternity leave will be entitled to the remainder of their annual entitlement.

Employees who terminate employment will be entitled to vacation time earned up to the date any unpaid leave began. For purposes of this section vacation time earned means 1/12th of the annual entitlement for each month worked. Any time taken in excess of earned vacation time will be adjusted for on the Employee's final pay cheque.

Section 6:

Any paid holiday, as listed in Article 4, Section 1, that occurs during an Employee's vacation will allow that Employee another day's vacation.

Section 7:

Vacation assignments will be based on the following guidelines:

- (a) Any employee who wishes to take vacation during January, February or March and who schedules it prior to January 1st will receive preference in order of seniority, up to a maximum of four (4) weeks.
- (b) Any employee who wishes to take vacation during the period April to December and who schedules it prior to April 1st will receive preference in order of seniority, up to a maximum of four (4) weeks.
- (c) Once everyone has had an opportunity to schedule their vacation in accordance with (a) and (b) by order of seniority prior to April 1st, employees will be able to schedule the balance of their vacation entitlement.
- (d) Any employee who does not schedule vacation in accordance with (a), (b) or (c) above will receive preference in order of their request.

ARTICLE 6

Sick Leave and Leaves of Absence

Section 1:

During the first year of regular employment, each Employee shall be entitled to a leave of absence due to illness with pay at the rate of one and one quarter (1¼) working days for each full month worked. After one (1) year of employment, each Employee shall be allowed fifteen (15) working days illness leave with pay for each year. Such leave can be accumulative but shall not exceed a total of one-hundred and twenty (120) working days.

In addition to illness, accumulated sick leave may also be used when it is necessary for an Employee to be absent:

Section 1:  
(cont'd)

- (a) when a member of the Employee's immediate family which is a resident of the same household is sick or injured..
- (b) to attend a funeral.
- (c) to appear in court, other than if subpoenaed.
- (d) when the office is open but the employee is unable to come to work because of weather.
- (e) because of other situations as mutually agreed upon between the Employee and Employer.

Section 2:

For sick leave of three (3) or more consecutive days, the Human Resources Department may request and receive from the Employee involved a statement from a medical doctor certifying the medical disability.

Section 3:

While an Employee is on accumulated sick leave, it is considered that he worked these days and is entitled to one and one quarter (1 $\frac{1}{4}$ ) days leave due to illness that month.

Section 4:

In the event a holiday, as listed in Article 4, Section 1, occurs during any effective period of sick leave, for which sick leave benefits are payable, the Employee shall be paid for this holiday, and this day shall not be deducted from the sick leave benefits accumulated by the Employee.

Section 5:

The Employer may grant a leave of absence without pay for such periods of time as it sees fit. An employee granted a leave of absence will retain seniority rights accumulated up to the commencement of the leave of absence.

Section 6:

Any female Employee who has completed twelve (12) months of continuous service shall be entitled to maternity leave, without pay, for a period of up to one-hundred and fifty (150) calendar days. All Employees on maternity leave of absence are required to notify the Employer, through the Human Resources Department, at least one (1) month prior of her intention to resume work.

Employees on maternity leave will advise the Human Resources Department in writing of any request for an extension of the one-hundred and fifty (150) days. The Employer and the Union will discuss and will mutually agree to any extension. **The** decision will be sent to the Employee in writing prior to their original date of return to work.

If Unemployment Insurance benefits are not available to the Employee during the maternity leave, the Employee may use earned sick leave if she so desires.

The effective dates of leaves of absence for maternity reasons shall be no earlier than the end of the seventh (7th) month. The Employee shall furnish the Human Resources Department with a doctor's certificate indicating the expected date of delivery.



Section 6:  
(cont'd)

Requests for maternity leaves of absence shall be forwarded to the Employer at least two (2) weeks prior to the requested commencement date of the leave.

In the event a female Employee is disqualified to continue employment through to the requested commencement date of her leave, either continuously or intermittently, by her attending physician, then it is reasonable to extend such leave of absence in excess of one-hundred and fifty (150) days, based upon a review of the merits of the specific request beyond the period provided for above, provided, however, that such decisions will be based on a joint and mutually agreeable decision between representatives of the Union and the Employer.

Employees on maternity leaves of absence will be returned to their former position with full seniority accumulative up to the date of the leave of absence being recognized, should she wish to return at the end of the leave period allowed. Positions vacated due to maternity leaves of absence may be filled temporarily only, for the period of the amount of the leave of absence. This Section dealing only with maternity leaves of absence shall in no way affect, add to, or take from, the other Sections of the Contract dealing with leaves of absences for other purposes.

Notwithstanding anything prior to this Section, a female Employee may elect a shorter maternity leave of absence as specified in the Ontario Employment Standards Act.

Section 7:

In the event of death of a member of the immediate family of an Employee, the Employee will be entitled to three (3) days leave with pay on the understanding that the Employee will in fact be involved in the funeral arrangements.

Section 8:

Employees with a minimum of sixty (60) months of continuous employment shall be paid unused accumulated sick leave in an amount that shall not exceed sixty (60) days upon termination of employment. Continuous employment shall mean uninterrupted employment with the exception of an approved leave of absence. If an approved leave of absence has been granted, the Employee shall work an additional period equal to the length of the leave of absence, if needed, to satisfy the above requirement before this provision shall become effective.

This section will only apply to those Employees who were on staff as of March 30, 1979.

Section 9:

All Employees who volunteer or are called to military or civilian duty for the Canadian Government shall be considered on leave of absence and shall retain all seniority rights cumulatively and without interruption. Each such Employee shall on request be reinstated to the position he held upon entering the "service" provided such request is made within ninety (90) calendar days after such Employee is discharged. If such position has been discontinued or eliminated, then he shall assume other employment which he is suited for, in accordance with his seniority rights.

ARTICLE 7

Seniority

Section 1: Newly hired Employees in Graded positions shall be considered to be on probation from the date of hiring on a permanent position as follows:

Grades 1, 2 and 3	Up to 3 months
4	Up to 4 months
5	Up to 5 months
6 and over	Up to 6 months

Even though a newly hired Employee completed the probationary period, the Employee will only occupy the position subject to the rights of the former holder of the position.

Section 2: Upon completion of the probationary period, Employees shall be entitled to all rights and privileges of this Agreement and such Employee's seniority shall be effective as of the original date awarded the permanent position.

Section 3: Seniority shall mean length of continuous service with the Employer and shall be cumulative on a company-wide basis.

Section 4: Any Employee who resigns his position or who is discharged for just cause shall lose all seniority rights as of the last day of his employment, unless, in the case of discharge, such discharge is reversed through the grievance or arbitration procedure.

ARTICLE 8

Filling Positions, Promotions, Demotions, Transfers and Lay Offs

Section 1: Permanent Positions

- (a) If a permanent position is created by the Employer within the Bargaining Unit, it may be filled temporarily by the Employer but must be posted for competitive selection within five (5) working days.

If a permanent position within the Bargaining Unit becomes vacant, it may be filled temporarily by the Employer but must be posted for competitive selection within five (5) working days, unless the Employer determines that the position is no longer necessary or will not be posted within five (5) working days.

Section 1:  
(cont'd)

In the event the Employer determines that a position within the Bargaining Unit is no longer necessary or will not be posted within five (5) working days, the Employer will notify the Union and agree to meet with the Union to discuss the reason(s) at the request of the Union.

- (b) Permanent positions available for Competitive selection shall be posted for a period of three (3) working days and such posting shall include the education and job related experience desired for the position. In addition, a copy of such notice will be presented to an authorized Union representative at the time of posting.
- (c) An employee desiring a posted position must make application in writing to the Human Resources Department within the posted period. The applicant's skills and knowledge shall be considered objectively by the Employer to determine the applicant's ability to perform the job effectively, and where applicants are considered relatively equal, seniority shall govern.

The Employer will not consider applications from employees who have been on their position less than six (6) months.

If there are no applicants with the necessary skills and knowledge the Employer will re-post all positions up to and including Grade 7 for one (1) working day for employees who were originally ineligible to bid. Positions over Grade 7 may be re-posted for one (1) working day at the discretion of the Employer.

If there are no applicants with the necessary skills and knowledge, within or outside of the Bargaining Unit, the Employer reserves the right to re-state the duties of the position and then re-post the position after it has been re-evaluated.

- (d) The Employer shall fill job vacancies within the Company, before hiring a new employee, providing suitable employees are available to fill the vacant position.
- (e) In the event there is no applicant for the position posted for competitive selection with the necessary skills and knowledge, the Union shall be so informed in writing by the Employer prior to proceeding with hiring a new Employee.
- (f) When the Employer fills the position which is posted for competitive selection, it must be awarded within ten (10) days after it is posted, unless otherwise agreed by the Union and Management.

Section 2:

- (a) Any employee awarded a Graded position as a result of competitive selection shall be entitled to a probationary period to meet the performance requirements of the position as follows:

Grades 1, 2 and 3	Up to 3 months
4	Up to 4 months
5	Up to 5 months
6 and over	Up to 6 months

Even though an Employee completes the probationary period for his position, the Employee will only occupy the position subject to the rights of the former holder of the position.

- (b) In the event an employee does not successfully pass the probationary period, such employee will be given his former position without loss of seniority but at the rate of salary to which he would be entitled had he not left the position. The Employer may arrange for placement of the employee on a position other than his former position which will be mutually agreeable with the Union, the Employee and the Employer.
- (c) Any employee awarded a position as a result of competitive selection within or outside the Bargaining Unit may voluntarily return to his former position at his former rate of salary at any time during the probationary period for the awarded position.
- (d) Any employee awarded a Graded position will only occupy the position subject to the right of the former holder of the position.

Section 3:

Temporary Position

- (a) In the event of a temporary vacancy, it may be filled by the Employer for a period of not more than sixty (60) calendar days, except in cases where the duration of the vacancy is extended due to leaves of absence in excess of sixty (60) calendar days, or where job duties determine the position is temporary for a duration of time in excess of sixty (60) calendar days, as mutually agreed by the Union and Management.

In the event a Temporary Employee is awarded a permanent position, his seniority date will be the date he is awarded the permanent position.

Section 3:  
(cont'd)

- (b) Temporary vacancies due to maternity leaves of absence will be posted for competitive selection. However, should the Employee on the maternity leave decide not to return to her position, the Employer will not re-post the position for competitive selection provided it has been filled by an employee of the Employer, otherwise the position will be re-posted for competitive selection.
- (c) An employee filling such temporary vacancies either by temporary appointment or competitive selection, shall not have permanent rights to such positions, and shall occupy such positions subject to the rights of the former holder of such positions.
- (d) Permanent employees who filled such temporary vacancies shall be given their former position at the rate of salary to which they would be entitled had they not left the position. The period of time worked by the permanent employee in the temporary vacancy will be included when determining the employee's seniority date.
- (e) If a temporary position is reclassified as a permanent position it will be filled by competitive selection as per Section 1 of this Article. A Temporary Employee will not be considered an employee for the purpose of competitive selection.

Section 4:

- (a) In the event the Employer determines that Employees must be laid off, or a job is eliminated, the Employer shall, thirty (30) days prior to, meet and discuss with the Union the implementation of such action. Such Employees shall have the right to displace an Employee with less seniority in a position in the same or lower grade for which he or she has the skills and knowledge to fill. The displaced Employee shall have the right to displace an Employee with less seniority in a position in the same or lower grade for which he or she has the skills and knowledge to fill. The procedure will continue until the Employee with the least seniority, skills and knowledge is laid off.

During the thirty (30) day period referred to above, the Employer may employ affected Employees in any temporary capacity as the Employer sees fit.

During the thirty (30) day period referred to above, all Part-time and Temporary Employees will be laid off before Bargaining Unit Employees, provided such Employees have the necessary skills and knowledge to perform the duties of the Part-time and Temporary Employees.

Prior to the implementation of the layoff procedure, the Employer and the Union agree to meet and discuss other possible alternatives that would be of mutual benefit to all parties.

Section 4:  
(cont'd)

(b) When work picks up after a Payoff, Employees still on the seniority list will be recalled to positions which existed prior to the layoff. The Employee with the most seniority, who prior to layoff was in a position with the same or higher grade and who has the necessary skills and knowledge for the positions being refilled, will be recalled first. Employees will be recalled to work by registered mail sent to their last address on the Employer's records. Recalled Employees who do not contact the Employer within five (5) working days of receipt of notification and arrange to return to work within fifteen (15) working days of receipt of notification, are deemed to have terminated their employment with the Employer.

Employees on layoff will remain on the seniority list for a period of twelve (12) months.

Employees who are excluded from the Bargaining Unit shall not be permitted to perform the regular work of Employees in the Bargaining Unit on any job, to such an extent as to result in a layoff of the Employee or to prevent the recall from layoff.

**ARTICLE 9**

Discipline and Discharge

Section 1:

Each Employee must be provided in writing with all notations of derogatory or disciplinary action which are to be placed in his file. Unless such notation is made in writing to the Employee, the Employer will not use such incident as part of the Employee's past record to justify later actions. Such notice must be given to the Employee within five (5) days of the discovery of the occurrence giving rise to the action and such notice will be acknowledged by a signed receipt or a registered letter. In the event it is impossible to advise the Employee, intent of notice will be filed with an authorized Union representative.

The Employer agrees to remove from the Employee's personnel file any notations referred to in the preceding paragraph after one (1) year provided no further notations have been issued within that period.

Section 2:

It is hereby agreed that the Employer has the right to discharge for sufficient and reasonable just cause, but no Employee will be dismissed with less than two (2) weeks' notice, except when for grave cause the Employer deems it necessary to dismiss an Employee on shorter notice. The Employer agrees to notify the Union of any discharge and the reasons therefore prior to such action.

Section 3:

If, upon joint investigation by the Union and the Employer, it is agreed that an Employee has been unjustly discharged, the Union and the Employer may agree on the penalty, if any, to be imposed. If the Union and the Employer agree that no penalty is to be imposed, the Employee shall be reinstated to his former position with no loss of seniority or reduction in salary and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

Failing such an agreement an Arbitrator or Arbitration Board shall be appointed. The Arbitrator **or** Arbitration Board shall have the power to modify any penalty imposed by the Employer and to take whatever other action is just and equitable in the circumstances.

Section 4:

The Union agrees that Employees shall give at least two (2) weeks notice prior to the date on which employment will be terminated, unless it is mutually agreed between the Employer and the Employee concerned to terminate employment on shorter notice, satisfactory to both parties.

ARTICLE 10

Strikes and Lock-outs

Section 1:

The Employer agrees there shall be no **lock-out** of its Employees while this agreement is in effect.

The Union agrees that neither it nor its members will cause, permit or take part in any strike against the Employer while this Agreement is in effect. In the event of any violation of this Section, which is unauthorized by the Union or any of its Officers or Agents, the Union shall, in the event of such unauthorized action and upon notice thereof given in writing by the Employer, meet the following requirements:

- a. The Union shall, within four (4) hours after notice from the Employer, publicly declare that such action is unauthorized.
- b. The Union shall, within four (4) hours after notice from the Employer, order its members to return to work, notwithstanding the existence of any wildcat picket line.
- c. The Union shall not question the unqualified right of the Employer to discipline or discharge Employees engaging in, participating in, or encouraging such unauthorized strike action, except that any issue of fact, as to participation shall be subject to the grievance procedure.
- d. In the event of a duly authorized strike against the Employer by a Bargaining Unit properly certified to the Employer, Union members shall not be required to pass through picket lines established by such Union.

ARTICLE 11

Hospital & Medical Plan, Salary Continuance Plan & Glasses

Section 1: It is agreed that the Employer shall provide and administer a plan of hospital and medical insurance for the benefit of all Employees covered by this Agreement. The Employer shall pay the full cost of said Plan. The Employer shall bear all other costs and may receive any and all dividend participation credits which may accrue.

Section 2: The Employer shall provide a Salary Continuance Plan at no cost to the Employees which will provide a monthly benefit of not less than seventy percent (70%) of their base salary to a maximum of three-thousand dollars (\$3,000) per month subject to a qualification period of thirty (30) days or the expiration of the Employee's sick leave, whichever is later, and also subject to such terms, conditions and qualifications as outlined in the contract, and the Certificate of Insurance supplied to the Employee.

Section 3: The Employer will reimburse Employees one-hundred percent (100%) of the cost of prescribed eye glasses up to a maximum of seventy-five dollars (\$75.00) once each calendar year.

Provided no benefit has been claimed in the preceding calendar year, the Employer will reimburse Employees one-hundred percent (100%) of the cost of prescribed eye glasses up to a maximum of one-hundred and fifty dollars (\$150.00).

ARTICLE 12

Bulletin Board

Bulletin boards will be made available to the Union by the Employer for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety and general union activities. All notices are subject to the Employer's approval, but such approval shall not be withheld unreasonably by the Employer.

ARTICLE 13

Non-Discrimination

Section 1: The Employer agrees that he will not discriminate against an Employee because of his activity as a member of the Union.

Section 2: No clause in this Agreement shall be understood to imply any lowering of the working conditions heretofore existing in the office of the Employer.



Section 3: Regular working time lost by Union representatives in negotiating labour agreements with Management, attending meetings or otherwise carrying on duties of Union representatives as permitted by the Employer will be counted time worked in computing service and attendance records under the regulations of the vacation plan and this time will also be counted as time worked for pay purposes.

Section 4: Neither the Union nor the Employer in carrying out their obligations under this Contract shall discriminate in matters of hiring, training, promotion, transfer, lay off, discharge or otherwise because of race, colour, creed, national origin, age, sex, or sexual orientation.

#### ARTICLE 14

##### Salaries

Section 1: Part-time Employees as defined in Article 1, Section 5, shall be paid not less than the minimum wage laid down by the Province of Ontario.

Section 2: The salary schedules set forth in Exhibits A and B shall apply during the term of this Agreement to the respective Employees included in each such Exhibit.

Section 3: Salary increases for Employees above the Job Rate for their position will be a negotiated percentage of general increases.

Section 4: Any Employee working with toxic materials on a daily basis shall receive a premium of five percent (5%).

Section 5: Any Employee working on a schedule between 2:00 in the afternoon and 7:30 in the morning shall receive a shift premium of five percent (5%).

Section 6:

- (a) If an Employee is transferred to a position in a higher grade, the Employee will receive a salary increase of five percent (5%) of gross salary per grade after first determining a pro-rata adjustment to their old salary based on the accrued time since the last length of service increase in conjunction with the point when a length of service increase would have occurred, but in no event will the Employee receive more than the grade maximum.

If the Employee's salary is below the new grade maximum, the number of months to the next length of service increase will be pro-rated depending on where the new salary falls on the scale. If the difference between the new salary and the next salary step is three dollars (\$3.00) or less, the new salary will be increased to that level.

Section 6:  
(cont'd)

However, where the Employee's salary is in excess of the new grade maximum, there will be no decrease but there will be no further salary increases as long as the salary exceeds the grade maximum.

- (b) If an Employee is transferred to a position in a lower grade, the Employee shall receive his current salary or the new grade maximum, whichever is lower.
- (c) If an Employee's position is re-evaluated to a higher grade, the Employee will receive a salary increase of five percent (5%) of gross salary per grade per week, or the grade minimum, whichever is greater, but in no event will the Employee receive more than the grade maximum.
- (d) If an Employee's position is re-evaluated to a lower grade, there will be no decrease in the Employee's salary. However, where the Employee's salary is in excess of the new grade maximum, there will be no decrease but there will be no further salary increases as long as the salary exceeds the new grade maximum.
- (e) As a transitional benefit, no Employee will have his salary reduced other than as outlined in Section 6(b).

Section 7:

It is agreed that Employees covered by this Agreement shall receive no less than the minimum salary for their grade as set forth in Exhibits A and B during the life of this Agreement.

New Employees may be hired at a salary not to exceed the minimum salary for his grade plus fifty percent (50%) of the difference between the minimum and job rate. In the event the Employer is unable to hire within that range the proposed salary will be submitted to the Union for discussion and mutual agreement.

Section 8:

All questions of basic salary changes for all Employees are to be settled by a salary committee of the Union with the Employer. Each such settlement approved by this salary committee and the Employer shall immediately become binding as part of this Agreement.

Section 9:

All Employees shall on an annual basis, be personally appraised by their Supervisor or Department Manager as accurately and honestly as is possible, to determine for the Employer the value of the Employee. A copy of the completed appraisal shall be supplied to the Employee for review for a period not to exceed three (3) days.

Section 10:

All Employees shall be paid bi-weekly in cash, negotiable demand cheque, or deposit to their chequing account in CUNA of Ontario Credit Union Limited. Salaries shall not be withheld for any cause whatsoever nor shall Employees be subject to any salary deductions except as may be required by any Provincial or Federal Law or as authorized by the Employer in writing.

Section 11: Each Employee on the anniversary date of ten (10) years of continuous service, and on each anniversary date thereafter, shall receive a three percent (3%) longevity bonus calculated on the then current annual rate of pay.

ARTICLE 15

Job Evaluation

Section 1: When a new Graded position is created or revisions are made to an existing position, it will be subject to evaluation to determine the proper grade on the salary schedule by an Evaluation Committee and the Employer. The evaluation systems to be used will be the present point system, or some other systems that are mutually agreed to by Management and representatives authorized by the Union.

Evaluations determined by the Committee shall become binding. In cases of disagreement the matter may be submitted at the next negotiations. The Committee shall consist of two (2) members of the Staff Management selected by the Employer and two (2) members of the Union Employees of the Employer. Each party shall determine the terms of membership of this Committee.

Section 2:

- (a) The Employer reserves the right to review for re-evaluation at any time any position if work requirements have been changed subject to notification to the Employee. If such review results in a salary increase, such increase shall be retroactive to the nearest Monday to the date of notice to the Employee representative by the Employer.
- (b) The Employee, through his representative, shall have the right to request a review of his job evaluation if he feels there has been a change in job requirements. He may, if he desires, prepare his own statement of duties subject to review by Management for any necessary adjustments. If such review results in a salary increase, such increase shall be retroactive to the nearest Monday to the date of notice to the Employer by the Employee representative.

Section 3:

- (a) In the event of the creation of a new position within the Bargaining Unit, after evaluation, the position shall be made available for competitive selection.
- (b) Existing positions which are revised and the position evaluation changed shall not be subject to competitive selection.

ARTICLE 16

Grievances

Section 1: A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of salaries, hours, and working conditions, or any dispute between the parties involving interpretation or application of any provision of this Agreement.

Section 2: Two Committee members and a Grievance Committee Chairman shall be chosen and elected by and from the Employees of the Employer by secret ballot.

Section 3: The following steps shall be followed in the handling of grievances:

Step 1

The Employee, accompanied by his Steward, shall present to the Human Resources Manager his grievance within thirty (30) days of the occurrence of the event giving rise to the grievance.

Step 2

If the grievance is not settled within three (3) working days thereafter, the Employee shall submit it in writing for the consideration of the Steward and the Human Resources Manager.

Step 3

If the grievance is not settled between the Steward and the Human Resources Manager within seven (7) working days thereafter, it shall then be referred, as originally submitted in writing, for consideration by the Grievance Committee and General Management.

Step 4

If the grievance is not satisfactorily settled within seven (7) working days thereafter, it shall be submitted to an arbitration board which shall be selected as follows:

1. The Employer will select a representative within five (5) working days of the termination of the grievance procedure.
2. The Union will select a representative within the same time limit.
3. The two arbitrators thus selected shall select an impartial arbitrator within five (5) working days.

Section 3:  
(cont'd)

4. If an impartial arbitrator is not agreed upon as stated above, he shall be selected from a list of five (5) arbitrators supplied by the Ontario Labour Relations Board. Upon failure of either representative to join in such request the other party shall be empowered to make the request. Each of the parties shall have the privilege of crossing off two (2) names on the list. In the absence of agreement, the Ontario Labour Relations Board shall appoint an arbitrator from the remaining names on the list.

Step 5

The decision of the arbitrator shall be final and binding upon the parties hereto and the arbitrator's fees shall be borne equally by the Union and the Employer.

Section 4:

In the event the Employer should feel aggrieved by any action of the Employees of the Union, or shall claim violation, abuse or disregard of any provision of this Agreement, he shall report this claim to the President of the Union and the procedure herein provided for adjustment of other disputes shall thereafter also be followed.

ARTICLE 17

Transfer of Operations

Employees shall have the right to go with the Employer if such offices are moved to another city, without loss of any rights.

ARTICLE 18

Use of Union Label

The Union agrees to supply the Employer with the official stamp of the Union. The Employer is hereby granted the right to affix this Union Label to all of his office correspondence and other work during the period of his compliance with this Agreement.

ARTICLE 19

Technological Changes

Section 1: Discussion of Change

In the event of proposed technological changes, such as the introduction of data processing equipment, computer or other automated office machines, the Employer agrees to discuss such changes with the Union representative **six (6)** months prior to change.



Section 2:      Training Programs

In the event training programs, up to a maximum of six (6) months, are necessary for Employees to qualify for such jobs, the Employer agrees to institute a training program for those Employees to be displaced who wish to accept employment in the resultant automated positions. Employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the Bargaining Unit are hired to fill the resultant jobs.

In the event the technological change does not result in displacement of any Employees, training on new equipment will be provided on the basis of the highest grade affected first, and company seniority second.

Section 3:      When all Employees are trained, the opportunity to work on the new equipment will be offered to Employees of equal grading according to seniority.

Section 4:      Posting Positions

Any job created by virtue of the installation of such equipment will be posted for competitive selection.

ARTICLE 20

Health and Safety

The Company and the Union agree that a joint health and safety committee, consisting of Union and Management personnel of the Employer, will be established. This committee will meet quarterly or as requested.

ARTICLE 21

Separability Provision

If any section of this Agreement is held to be invalid, the remainder shall not be affected hereby, and the parties shall enter negotiations forthwith to draft a new provision to supplement the one held invalid.

ARTICLE 22

THIS AGREEMENT, signed at Burlington, Ontario shall become effective April 4, 1988 and shall remain in full force and effect until midnight March 31, 1990, and shall continue to be in full force and effective immediately thereafter, provided, however, that either party may terminate this Agreement at any time after March 31, 1990, by giving to the other party at least ninety (90) days prior, written notice by registered mail of its election to terminate.

THEREFORE WITNESS OUR HANDS AND SEALS:

FOR THE EMPLOYEES:

Office & Professional Employees' International Union, Burlington, Ontario  
Local No. 290

*Harry Gilpin* (SEAL) April 4, 1988  
Harry Gilpin, Acting President Date

*Teresa Stepien* (SEAL) April 4, 1988  
Teresa Stepien, Negotiating Committee Date

*Patricia Potticary* (SEAL) April 4, 1988  
Patricia Potticary, Negotiating Committee Date

FOR THE EMPLOYER:

CUMIS Life Insurance Company

*J.L.H. Lanctot* (SEAL) April 4, 1988  
J.L.H. Lanctot, President Date

CUMIS General Insurance Company

*J.L.H. Lanctot* (SEAL) April 4, 1988  
J.L.H. Lanctot, President Date

CUMIS Services Limited

*J.L.H. Lanctot* (SEAL) April 4, 1988  
J.L.H. Lanctot, President Date

EXHIBIT A

WEEKLY SALARY SCHEDULE

APRIL 4, 1988

<u>JOB GRADES</u>	<u>MIN</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>
1	265	271 *				
2	276	285	290 *			
3	297	304	312 *			
4	305	314	323	333 *		
5	321	330	340	350 *		
6	338	350	360	372	383 *	
7	356	368	380	392	403 *	
8	370	382	394	407	420 *	
9	390	404	419	434	448 *	
10	410	424	439	454	469	484 *
11	436	451	467	482	498	513 *
12	462	478	494	511	528	545 *
13	494	510	526	543	560	577 *
14	529	545	561	578	595	612 *

\* JOB RATES

STEPS BASED ON 6 MONTH INTERVALS



EXHIBIT B

WEEKLY SALARY SCHEDULE

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<u>JOB GRADES</u>	<u>MIN</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>
1	278	285 *				
2	290	299	305 *			
3	312	319	328 *			
4	320	330	339	350 *		
5	337	347	357	368 *		
6	355	368	378	391	402 *	
7	374	386	399	412	423 *	
8	389	401	414	427	441 *	
9	410	424	440	456	470 *	
10	431	445	461	477	492	508 *
11	458	474	490	506	523	539 *
12	485	502	519	537	554	572 *
13	519	536	552	570	588	606 *
14	555	572	589	607	625	643 *

\* JOB RATES

STEPS BASED ON 6 MONTH INTERVALS

INSERT  
MAP  
HERE

*Wayne E. King*

FEB 24/00