

# **COLLECTIVE AGREEMENT**

Public Relation Reps and Agents Agreement

Between

**UNITED FOOD AND COMMERCIAL WORKERS UNION,  
LOCAL 1518**

(hereinafter referred to as the "Union")  
PARTY OF THE FIRST PART

And

**ASSOCIATION OF PROVINCIAL GENERAL AGENTS  
REPRESENTING AMERICAN INCOME LIFE  
INSURANCE COMPANY IN BRITISH COLUMBIA, ALBERTA,  
MANITOBA AND SASKATCHEWAN**

(hereinafter referred to as the "Association")  
PARTY OF THE SECOND PART

And

**AMERICAN INCOME LIFE INSURANCE COMPANY**

(hereinafter referred to as the "Company")  
PARTY OF THE THIRD PART

January 1, 2019 to December 31, 2021

Ratified by member vote: February 8, 2019



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BETWEEN: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518

(hereinafter referred to as the "Union")

PARTY OF THE FIRST PART

AND: ASSOCIATION OF PROVINCIAL GENERAL AGENTS REPRESENTING  
AMERICAN INCOME LIFE INSURANCE COMPANY IN BRITISH COLUMBIA,  
ALBERTA, MANITOBA AND SASKATCHEWAN OF THE AMERICAN INCOME  
LIFE INSURANCE COMPANY

(hereinafter referred to as the "Association")

PARTY OF THE SECOND PART

AND: AMERICAN INCOME LIFE INSURANCE COMPANY

(hereinafter referred to as the "Company")

PARTY OF THE THIRD PART

## **ARTICLE 1 – Preamble**

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Section 1 The purpose of this Agreement is to maintain in each Agency a harmonious relationship between the Association, the Company and the Union and to enable the Association and the Company to prosper and operate efficiently under competitive conditions, while providing Agents and Public Relations Representatives (PR Reps) with good compensation and decent working conditions; to provide for an amicable method of settling differences which may from time to time arise; and 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, lay-off, 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 and employee between the Association of the Company and the Agent or PR Rep. The Agent may exercise - the Agent/**PR Rep's** own judgment as to the time and manner of performing services, but the Association may from time to time prescribe rules and regulations respecting the conduct of the business and the results required, while not interfering with such freedom of action of the Agent/**PR Rep**. The Agent/**PR Rep** in the performance of any and all of Agent/**PR Rep's** obligations and duties hereunder shall be, and is acting for and on Agent/**PR Rep's** own behalf and not as an employee, partner, joint-venturer or associate, and shall refrain from holding the Agent/**PR Rep** 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 has 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 percent (100%) unionized environment. The union recognizes Supervising Agents (SA), General Agents (GA), Master General Agents (MGA), Regional General Agents (RGA), Provincial General Agents (PGA), PR Directors and PR Managers 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 SAs, GAs, MGAs, RGAs, PGAs, PR Directors and PR Managers. 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.
- (d) The Company/Association will provide the names of such managers to the Union monthly through monthly dues checkoff.

**Section 4**

- (a) Unless expressly provided for in the text, nothing in this Agreement should be interpreted as renouncing any right or obligation for the Association/Company, the Agent/PR Representative or the Union under vested rights or the Collective Agreement or any applicable legislation current or future, Federal or Provincial.**
- (b) Should any provision not provided for under the Collective Agreement be added, rescinded or should the text be changed by error while printing the official wording of the Collective Agreement, the previous provision should remain in effect if the parties cannot agree to a disputed text and the arbitrator should have full jurisdiction to render the appropriate decision under the circumstances.**

**ARTICLE 2 – Union Security and Recognition**

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**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, lay-off, 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 the Provincial General Agents representing American Income Life Insurance Company in British Columbia, Alberta, Saskatchewan and Manitoba insofar as it complies with Provincial law.
- Section 4 All new associates shall be informed that their job is represented by the Union, introduced to the UFCW 1518 steward and furnished with a dues check-off. Upon contract activation, Agents/PR Reps will be provided with a copy of the Collective Agreement, a welcome letter from UFCW Local 1518 at each agency office.
- Section 5 The Union shall be furnished with names, classifications, phone numbers, email addresses, and home addresses of all new associates within thirty (30) days, when available to the Company.
- 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. The Association/Company agrees to provide a bulletin board, in a prominent place, for the posting of official Union notices.
- 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 and use of goods such as printing and publications, with a sensitivity to "made in Canada."
- Section 10 All correspondence transmitted from Association offices shall carry the United Food and Commercial Workers Union label. The Association will post the Union office card furnished by the Union in prominent places.
- Section 11 No Discrimination, No Harassment  
 The Union and Association/Company recognize the right of those covered by this Collective Agreement to work in an environment free from sexual harassment. The Association/Company shall take such actions as are necessary regarding an Agent/PR Rep 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 Agents/PR Reps.

Where possible, Agents/PR Reps will first attempt to resolve the conflict between themselves. If the conflict cannot be resolved between the affected Agent/PR Rep, the Agent/PR Rep 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 Agents/PR Reps 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 Association/Company designate and Union designate and a written report provided within fifteen (15) days of receipt of the complaint. Within ten days of the report being written, the Association/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 contact: Kim Balmer, UFCW Local 1518, Phone: 604-526-1518 or 1-800-661-3708; Fax: 604-540-1520; Email: [kbalmer@ufcw1518.com](mailto:kbalmer@ufcw1518.com).

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.

The Association/Company and the Union agree to abide by the terms and conditions set forth under applicable Human Rights Code and any further amendments thereto.

UFCW Local 1518 and the Association/Company recognize that there shall be no harassment, discrimination, interference, restriction or correction exercised or practiced with respect to any Agent and/or PR Rep in any matters of hiring, training, promotion, transfer, lay-off, discharge or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, gender or marital status, sexual orientation or membership or activity in the Union.

The Association/Company and Union agree that everyone has a right to work in an environment free of harassment. The parties agree to establish a Joint Policy on a Harassment Free Workplace and procedures and processes on ways to promote, educate and communicate this understanding within the Association/Company. The Joint Consultation Committee under Article 15 Section 4 (b) shall review related issues and make recommendations to the Union and the Association/Company.

It is agreed that the UFCW Local 1518 Harassment Policy will be the foundation for UFCW Local 1518 and the Association/Company policy on Harassment.

### **ARTICLE 3 – Union Representation**

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- Section 1      The Association shall recognize the steward(s) named by the Union and 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 and 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 and grievors pertaining to terms and conditions of contract 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 and grievors.

#### **ARTICLE 4 – Company Programs**

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

#### **ARTICLE 5 – Agent Compensation**

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**American Income will begin offering higher first year commission levels for career agents following contract ratification (actual date will be tied to program implementation and contract execution). Until the date of such implementation and contract execution, the CBA language in the January 2016 - December 2018 contract will apply to the career agent contract and commission percentages available under Section 1 and Section 4.**

**Upon execution of the higher contract/commission levels, Section 1 and Section 4 is amended as follows:**

Section 1 Compensation 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 **sixty** percent (**60%**) contract not later than sixty (60) days after date of **the** contract, or when the month end report is available showing the agent has submitted **fifteen thousand** dollars (**\$15,000**) 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.

Section 2 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. Company/Association will provide copies of termination notices to the Union.

Section 4 A career path is established to provide career agents with the opportunity to qualify for commission levels above the standard **sixty** percent (**60%**), 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 PGA 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 sixty-five thousand dollars (\$65,000) of net annualized life premiums **until December 31, 2019. Starting January 1, 2020, seventy-five thousand dollars (\$75,000) of net annualized premiums will be required.** (Note: the company’s standard **sixty-two** and one half percent (**62.5%**), **sixty-seven** and one half percent (**67.5%**) and **seventy-two** and one half percent (**72.5%**) contracts referred to below provide varying percentage and duration of commissions, based on the type of policy).

The term “continuous service” as is used in this Agreement means that the Career Agent has 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 **62.5%** contract (a “**62.5%** career agent”), on all business written under the **62.5%** contract after that date.
- (b) A **sixty-two** and one half percent (**62.5%**) career agent with at least three (3) years 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 **67.5%** contract (a “**67.5%** career agent”), on all business written under the **sixty-seven** and one half percent (**67.5%**) contract after that date.
- (c) A **sixty-seven** and one half percent (**67.5%**) career agent with at least five (5) years of continuous service who has met the minimum production requirements will be entitled to receive first year and renewal commissions under the company’s standard **seventy-two** and one half percent (**72.5%**) contract (**seventy-two** and one half percent “**72.5%** career agent”), on all business written under the **seventy-two** and one half percent (**72.5%**) contract after that date.
- (d) A career agent with at least five years of continuous service with a minimum production requirement of five hundred thousand dollars (\$500,000) of net annualized premiums within that same five (5) year period will be entitled to receive first year and renewal commissions under the company’s standard **75%** contract, on all business written under the **75%** contract after that date.

The minimum production standard for the **75%** career agent level is one hundred thousand dollars (\$100,000) of net annualized premiums per year.

- (e) A career agent with at least ten (10) years of continuous service and a minimum production requirement of \$500,000 of net AP (net Annualized Premium) within the last five (5) years of which \$100,000 must have been in the last twelve (12) months will be entitled to receive first year and renewal commissions under the company’s standard **77.5%** contract on all business

written under the **77.5%** contract after that date. The career agent must also maintain a production minimum of \$100,000 of net AP per year thereafter.

- (f) The company may return a career agent to **the previous level** commission contract for failing to meet the minimum requirements established under Section 6 of this Article 5.
- (g) A career agent age fifty-seven (57) and over who is fully vested with ten (10) years of service will have no ALP production minimum standard to maintain contract. All agents with ten (10) years or more of service may not be returned to a lower contract for failing to meet any minimum requirements.

For any agents falling under this section and not producing enough new business to cover all charges made to their account, the Company and/or Association reserves the right to terminate their contract with a 30 day notice.

### 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) Career Agents with less than **two** years of service at time of termination are not eligible for vesting.
  - (ii) If the career agent has completed two (2) years of continuous service, but fewer than three (3), twenty percent (20%) of the commissions 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 commissions earned following the career agent's termination date shall be vested.
  - (iv) If the career agent has completed four (4) years of continuous service, but fewer than five (5), forty percent (40%) of the commissions earned following the career agent's termination date shall be vested.
  - (v) If the career agent has 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 has 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 has 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. Career Agent will return all business records of AIL and/or the PGA through which they were contracted (including leads, referrals, policyholder records, materials, etc.) without retaining copies.

(D) The vesting schedule in (A) applies only to renewal commissions on policies issued after the execution date of the career agent 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:

(i) 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 (10<sup>th</sup>) year 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

(11<sup>th</sup>) policy year is the same as that payable during the tenth (10<sup>th</sup>) policy year.

- (F) If a career agent who has completed two (2) or more years of continuous service dies while the agent is under contract and active with the Company, the career agent's renewal commissions 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.

Section 7 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). In any calendar year following termination, the company may elect to terminate paying the vested renewals if they are less than one hundred twenty dollars (\$120) per quarter. Each agent will be furnished a copy of that agent's contract upon request.

Section 8 Any vested terminated agent may have renewal cheques mailed directly to the agent after the indebtedness has been paid.

After the death of an Agent, vested commissions shall be credited to the estate or designated beneficiary on file with Home Office as earned until annual renewals are less than one hundred twenty dollars (\$120). They will be released annually until the renewals are less than \$50 annually, at which time payment shall cease. The estate shall be furnished a copy of the Agent's contract upon request.

Section 9 Breach of contract by an agent at any time shall result in the loss of vesting and the termination of commissions.

Section 10 The Association shall make available and provide all Career Agents with the following reports within ninety (90) days of ratification, as produced:

- Monthly Financial Analysis Report
- Monthly Charge Summary Report
- Monthly Ledger Report
- Monthly Persistency & Progress Report
- Weekly Advance Report

## **ARTICLE 6 – Public Relations Representative Compensation**

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Section 1 PR Reps whose primary responsibility is producing leads shall have a written agreement and be compensated according to the compensation scale in this article.

Section 2 **For all section of Article 6, a group is defined as one that has a minimum of 50 members and the greater of 3% card return or 10 response cards**

reported to Home Office. The term continuous service as used in this Agreement means that the Career PR has been under contract continuously for the length of time required.

For the purposes of Section 2, Section 3 and Section 4 of this Article 6, the PR Rep's initial contract date will be used to determine length of service.

The minimum annual production required to maintain a PR contract is 2,500 cards.

Section 3 The compensation scale is based on the number of leads produced.

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 career PR including an increase for successive union contract years. The compensation is based on the response cards received from an original or renewal mailing:

<b>Contract Year</b>	<b>Original</b>	<b>Renewal</b>
<b>January 2019</b>	<b>\$9.25</b>	<b>\$7.85</b>
<b>January 2020</b>	<b>\$9.50</b>	<b>\$8.05</b>
<b>January 2021</b>	<b>\$9.75</b>	<b>\$8.25</b>

All Public Relations monetary proposals for Article 6, Section 4 are retroactive to January 1, 2019.

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 it is at least 500 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 (10<sup>th</sup>) year for continuous service. The percent noted relates to the total annual (calendar year) compensation for the PR Rep that will be matched, limited to a maximum of thirteen percent (13%) 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 15<sup>th</sup> 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	% of Annual Card Earnings Match (13% Maximum per Year)
Year 1	3%
Year 2	4%
Year 3	5%
Year 4	6%
Year 5	7%
Year 6	8%
Year 7	9%
Year 8	10%
Year 9	11%
Year 10+	13%

In recognition of the CRA limits of a) thirteen thousand and five hundred dollars (\$13,500) 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 ten percent (10%) of card response earnings to qualify for the Company matching of ten percent (10%), eleven percent (11%) and thirteen percent (13%) in years 8, 9, and 10.

If the maximum percent allowed under CRA increases to above eighteen percent (18%) during the term of this contract, the percentage required for contribution by the PR person would increase proportionally to the thirteen percent (13%) maximum.

In order for this contribution 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. At the time of retirement and although the PR rep may not have worked a full calendar year, there will be one final contribution to be made by February 15<sup>th</sup> of the following year.

Contributions will be calculated using all cards received during the year of retirement.

After ten (10) years of service completed, the matching requirement will be waived. The extra compensation amount will then be deposited into the PR Reps account by February 15<sup>th</sup> of that year, provided they have met the minimum standard requirements.

## Section 6

Company may, 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.



- Section 7 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 management.
- A Public Relations Representative shall maintain, in their lead assignments, organizations that are current, properly serviced, mailable and workable. The Company may serve 120 days written notice of removal of the organization from the Public Relations Representatives lead assignments, should that organization not be maintained as current, properly serviced, mailable and workable.
- It is further understood and agreed to; that where possible, organizations will be renewed every 18 months. However, a group would not be subject to a 120 day notice until after 24 months has elapsed since the date of last TG signing. In any event, it is not the intent of the Company for an organization to be removed from a Public Relations Representative's lead assignments, if there is progress being made in securing a TG signing. Nor, is it the intention to remove from lead assignments organizations whose circumstances prevent or affect the renewal that are beyond the Public Relations Representative's control ( i.e.: elections , negotiations, job action, or sickness within the group ).
- If, after full consultation with the Public Relations Representative, it is identified that there is no movement, or progress, with the organization and should authority to renew the TG not be obtained as requested, the organization may be removed from the Public Relations Representative and reassigned by the Company.
- Section 8 No commission is earned for a duplicate response card. A duplicate is an additional card from the same household received within six (6) months of the first card regardless of whether the individual, organization, or mailing is different.
- Section 9 Breach of contract by a PR Rep at any time shall result in the termination of any compensation that might become due.
- Section 10 The compensation schedule applies only to contracts issued after the execution date of the career PR reps contract.
- Section 11 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.
- Section 12 In the event of retirement or death, the rights to the PR Rep's organizations shall be transferred to a new PR Rep assigned by management. The assigned PR Rep

shall split earned commissions with the PR Rep, or in the case of death to a named beneficiary or estate in the following manner:

PR Rep with 3-10 years of service

First Renewal: 60% former PR Rep/Beneficiary / 40% current PR Rep  
Second Renewal: 40% former PR Rep/Beneficiary / 60% current PR Rep

PR Rep with 10+ years of service

First Renewal: 75% former PR Rep/Beneficiary / 25% current PR Rep  
Second Renewal: 25% former PR Rep/Beneficiary / 75% current PR Rep

**Commissions will be paid as per regular split agreements through Home Office. Retired PR Reps are eligible for bonus on above splits.**

Section 13     Public Relations Compensation

Company will pay additional compensation in a lump sum at retirement or death equal to **20.5%** of the best year of the previous 2 calendar years of card earnings for any PR Rep with 12 or more years of continuous service who retires at or after age 60 or dies while contracted. Payment will be made to the PR Rep, or in case of death, to the named beneficiary or estate within 90 days.

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**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/Company at least one (1) weeks' advance 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 contract level nor affect their retention rates nor affect their minimum production.

Section 7     Bereavement: Agents and/or PR Reps will be granted a leave of up to seven (7) days for bereavement, upon written request. Any additional time needed may be requested under personal leave in Article 7.



## **ARTICLE 8 – Health and Welfare Plans**

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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 B.C.:

Effective January 1, 2019

**\$402.01** per month Status 1, i.e., “Single”

**\$502.51** per month for MSP Status 2, i.e., “Married”

**\$536.04** per month for MSP Status 3, i.e., “Family”

These amounts will increase:

**3%** on January 1, **2020**

**3%** on January 1, **2021**

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

Section 2 Contributions for a person shall commence **six (6)** months after the most recent date of **contract**.

Section 3 Effective January 1, 2018, minimum net submitted annualized premiums per quarter **for an associate to qualify for contribution**, is set at \$15,000. A Public Relations Representative must have 1,100 cards in a calendar quarter, averaged on an annual basis. A quarter is a calendar quarter. A person who has not previously been covered may qualify on the basis of the immediately preceding three (3) calendar months.

If Agent/PR is out on a documented medical leave of absence for twenty (20) working days or more, the production requirement will be waived for up to six (6) months if on continued leave for the same medical condition.

Section 4 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.

Section 5 For identification purposes, parties agree to allow Agents/PR Reps who are no longer contracted to obtain individually paid benefits under separate package after age 65.

## **ARTICLE 9 – Hiring, Promotion, Lay-Off and Recall**

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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 Province's 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.

Section 2 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 Lay-off:  
All permanent Associates shall be given, in writing, notice of lay-off.

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.

Section 6 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**

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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.

Section 2 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.

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 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**

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- 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 provinces of British Columbia, Alberta, Saskatchewan, and Manitoba, and/or the Government of Canada.
- Section 7 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.
- Section 8 **The Association/Company shall give a notice of closure of an office of not less than 30 days to all Agents, PR Reps, and Staff.**

## **ARTICLE 12 – Grievance Procedure**

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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 grievor takes up the grievance with the PGA or management 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 1, 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**

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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**

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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**

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### Section 1      Joint Consultation Committee 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 Committee 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 Committee 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 Committee 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 Committee shall also have the power to make recommendations to the Union and the Association and to discuss issues regarding the following matters:
- (1) reviewing matters relating to the maintenance for good relations between the parties;
  - (2) reviewing matters causing grievances and misunderstandings;
  - (3) reviewing Associate initiated concerns.

## **ARTICLE 16 – Health, Safety and Education Training Fund**

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The Association/Company agrees to contribute one hundred dollars (\$100.00) per year, per member covered by this collective agreement, to the UFCW Local 1518 Health, Safety and Education (HSE) Training Fund, effective 2013. Members must have been contracted one (1) full year.

## **ARTICLE 17 – Duration**

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Section 1 This Agreement shall be in effect January 1, 2019 and continue until December 31, 2021 and shall automatically renew thereafter from year to year unless any party notifies the others in writing at least sixty (60) 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.

## **ARTICLE 18 – Letters of Understanding**

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Section 1 All Letters of Understanding will form part of this collective agreement covered under Appendix A **and are automatically renewed.**

**ON BEHALF OF THE  
COMPANY**

**ON BEHALF OF THE  
ASSOCIATION**

**ON BEHALF OF THE  
UNION**

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Diana Crosby

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Richard Altig



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**Kim Novak**

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Debbie Gamble

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Rob Hay



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Wm. (Kim) Balmer

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Leo Van Den Bussche

## MEMORANDUM OF AGREEMENT #1

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BETWEEN Association of Provincial General Agents/ Company American Income Life  
Insurance Company  
*the Association*

AND: United Food and Commercial Workers Union, Local 1518 (UFCW 1518)  
*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.

The Parties agree to the following:

The Parties recognize that Managers from time to time may need Assistants.

Such Assistants shall 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 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.

Any unanticipated difficulties in the administration of this letter will be referred to the Joint Consultation Committee

SIGNED this 30th day of January, 2013  
RENEWED this 26th day of February 2016

**RENEWED this 8th day of February 2019**



**ON BEHALF OF THE  
COMPANY**

**ON BEHALF OF THE  
ASSOCIATION**

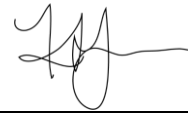
**ON BEHALF OF THE  
UNION**

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Diana Crosby

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Richard Altig



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**Kim Novak**

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Debbie Gamble

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Rob Hay



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Wm. (Kim) Balmer

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Leo Van Den Bussche

**MEMORANDUM OF AGREEMENT #2**

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BETWEEN: United Food and Commercial Workers Union, Local 1518 (UFCW 1518)  
(hereinafter referred to as the "Union")

AND: American Income Life Insurance Company (hereinafter referred to as the  
"Company")

PR compensation for CE event leads is \$3.00 per card for as long as Home Office approves this  
method of lead generation.

SIGNED this 30th day of January, 2013

RENEWED this 26th day of February 2016

**RENEWED this 8th day of February 2019**

**ON BEHALF OF THE  
COMPANY**

**ON BEHALF OF THE  
ASSOCIATION**

**ON BEHALF OF THE  
UNION**

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Diana Crosby

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Richard Altig



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**Kim Novak**

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Debbie Gamble

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Rob Hay



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Wm. (Kim) Balmer

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Leo Van Den Bussche

**MEMORANDUM OF AGREEMENT #3**

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BETWEEN: United Food and Commercial Workers Union, Local 1518 (UFCW 1518)  
(hereinafter referred to as the "Union")

AND: American Income Life Insurance Company (hereinafter referred to as the  
"Company")

AND: Association of Provincial General Agents Representing American Income Life  
Insurance Company in British Columbia, Alberta, Manitoba and Saskatchewan  
(hereinafter referred to the "Association")

Due to the concern of the UFCW 1518 in representing AIL Bargaining Unit and its ongoing  
security, we propose the following:

Should the Union become aware that an agent of AIL is selling non AIL business to AIL leads  
and AIL Union leads, upon notice officially delivered to AIL/PGA, they will suspend Agent's  
rights to act upon AIL business until the matter is resolved or the Agent's contract is terminated.

Notification of resolve or termination to be directed to the Union office.

SIGNED this 30th day of January, 2013

RENEWED this 26th day of February 2016

**RENEWED this 8th day of February 2019**

**ON BEHALF OF THE  
COMPANY**

**ON BEHALF OF THE  
ASSOCIATION**

**ON BEHALF OF THE  
UNION**

\_\_\_\_\_  
Diana Crosby

\_\_\_\_\_  
Richard Altig



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**Kim Novak**

\_\_\_\_\_  
Debbie Gamble

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Rob Hay



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Wm. (Kim) Balmer

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Leo Van Den Bussche

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