

COLLECTIVE AGREEMENT

Between

**YELLOW PAGES GROUP INC
(Hereinafter referred to as the “Employer”)**



And

**Local Union 348
International Brotherhood of Electrical Workers (IBEW)
(Hereinafter referred to as the “Union”)**

Sales Employees

August 1, 2006 – March 31, 2010

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
ARTICLE 1 - SCOPE.....	4
ARTICLE 2 - UNION RECOGNITION	4
ARTICLE 3 - BULLETIN BOARDS	4
ARTICLE 4 - DUES DEDUCTIONS.....	4
ARTICLE 5 - UNION INFORMATION.....	5
ARTICLE 6 - DISCRIMINATION.....	6
ARTICLE 7 - TIME OFF FOR UNION REPRESENTATIVES	6
ARTICLE 8 - MANAGEMENT RIGHTS	7
ARTICLE 9 - DISCIPLINE AND DISMISSAL	7
ARTICLE 10 - GRIEVANCE PROCEDURE AND ARBITRATION	8
ARTICLE 11 - SENIORITY	9
ARTICLE 12 – UNION MANAGEMENT COUNCIL.....	9
ARTICLE 13 - UPGRADING COURSES	9
ARTICLE 14 – WORK DONE BY OUT OF SCOPE EMPLOYEES	9
ARTICLE 15 - CONTRACTING OUT	10
ARTICLE 16 – CORPORATE POLICIES	10
ARTICLE 17 – EMPLOYEE BENEFITS PLAN.....	10
ARTICLE 18 – EMPLOYEE PENSION PLAN.....	10
ARTICLE 19 – OCCUPATIONAL HEALTH AND SAFETY.....	11
ARTICLE 20 – PERFORMANCE APPRAISALS.....	11
ARTICLE 21 - MEALS, LODGING, TRANSPORTATION AND TRAVELLING TIME	11
ARTICLE 22 - LETTER OF UNDERSTANDING	11
ARTICLE 23 - DEFINITIONS	11
23.01 Regular full-time employee	11
23.02 Temporary full time employee	11
23.03 Probationary employee	11
23.04 Basic Rate of Pay	12
23.05 Basic Hourly Rate.....	12
23.06 Headquarters	12
23.07 Immediate family	12
23.08 Average Daily Earning	12
ARTICLE 24 - HOURS OF WORK.....	12
ARTICLE 25 - LEAVES WITH PAY	13
25.01 Average Daily Earning	13
25.02 Annual vacations	13
25.03 General Holidays	14
25.04 Court Witness	15
25.05 Jury Duty.....	16
25.06 Elections.....	16
25.07 Bereavement Leave.....	16
25.08 Funeral Leave	16
25.09 Sick leave	17
25.10 Maternity leave	17

ARTICLE 26 - LEAVE WITHOUT PAY	18
ARTICLE 27 - WAGE SCHEDULES	18
ARTICLE 28 - SERVICE DATE	18
ARTICLE 29 - PAY PROVISIONS	19
29.01 Payments	19
29.02 Performance progression increment	19
29.03 Promotion	19
29.04 Suspension of Increases	19
29.05 Permanent or Temporary assignment to a higher wage schedule.....	20
29.06 Permanent or Temporary assignment to a position in a lower wage schedule	20
ARTICLE 30 - JOB POSTINGS, TRANSFERS AND PLACEMENTS	20
30.01 Job Postings	20
30.03 Vacancy priority	21
30.04 Other posting considerations	21
ARTICLE 31 - LAYOFF	22
31.01 Notice of layoff	22
31.05 Severance Pay	22
31.06 Placement of employees subject to layoff	23
ARTICLE 32 - DURATION	24
ARTICLE 33 - LETTER OF UNDERSTANDING	24
ARTICLE 34 - NOTICE TO NEGOTIATE	24
ARTICLE 35 - SIGNATURE	25
LETTER OF AGREEMENT No. 1	26
LETTER OF AGREEMENT No. 2	27
LETTER OF AGREEMENT No. 3	28
LETTER OF AGREEMENT No. 4	29
LETTER OF AGREEMENT No. 5	30

PURPOSE OF THE AGREEMENT

The parties to this agreement believe employees and managers can operate in an environment built on trust and integrity. These beliefs have been incorporated within the spirit of the agreement.

ARTICLE 1 - SCOPE

1.01 The provisions of this Agreement apply to all employees of the Employer as listed in the Alberta Labour Relations Board Certificate (Certificate Number: 136-2008) issued September 22, 2008 certifying the International Brotherhood of Electrical Workers, Local 348 as the bargaining agent for the employees of the Employer and such other employees as the parties may agree to include or the Alberta Labour Relations Board may direct.

ARTICLE 2 - UNION RECOGNITION

2.01 The Employer agrees to recognize the Union as the sole collective bargaining agency for the employees covered by this Agreement and hereby consents and agrees to negotiate with the Union or its representatives in any and all matters pertaining to this Agreement which may affect the relationship between the Employer and its employees.

2.02 The Employer also agrees that the Union may have the assistance of such representatives as it may designate in any negotiations or discussions between representatives of the parties hereto subject to article 7.

2.03 The Union agrees to furnish the Employer in writing a current list and amendments containing the name, department and location of each Shop Steward, Union Executive Member and Negotiating Committee Member.

ARTICLE 3 - BULLETIN BOARDS

3.01 The Employer agrees to provide bulletin boards suitable for the posting of Union notices and to permit such notices to be posted on these boards subject to the approval of the Employer. The Employer shall notify the Union of its designate(s) for obtaining such approval.

ARTICLE 4 - DUES DEDUCTIONS

4.01 All employees shall have deducted from their wages, deductions levied in accordance with the Union's Constitution and Bylaws; however, membership in the Union shall be at the employee's choice.

4.02 The Employer shall make deductions bi-weekly and forward the deductions to the Union within eight (8) days of the end of the payroll period.

4.03 It is understood that the Union will save the Employer harmless from any and all claims which may be made to it by any employee for amounts deducted as herein provided.

- 4.04 All employees covered under the terms of this Agreement who are members of Local 348, IBEW, shall as a condition of employment, remain members of Local 348.
- 4.05 Where the Employer assigns bargaining unit work to personnel provided by an employment agency or labour broker, the Employer shall pay to the Union a clearance fee of fifteen dollars (\$15) per individual for each month or part of a month work is performed, excluding any month for which the individual becomes a member of the bargaining unit and pays amounts required to be deducted pursuant to the provisions of article 4.01.
- 4.06 Where an employee is appointed to a position outside of the bargaining unit, the employee may continue to remit union dues for a period of up to one (1) year based on earnings in the bargaining unit position and thereby continue to accumulate bargaining unit seniority. An employee who fails to remit dues shall lose their bargaining unit seniority. The employee shall notify the employer if they don't wish to continue to remit union dues. The employee shall have the right to return to their position within the bargaining unit at any time during such one year period.
- 4.07 Union Dues During Leaves

An employee, who has been granted leave pursuant articles 25.10 and 26, shall authorize the Employer to deduct from their final pay cheque prior to commencing the leave, the necessary funds required to cover one (1) month's Union dues. When the employee returns to work, the Employer will resume deduction of Union dues. Union dues voluntarily contributed for the entire period of leave will be forwarded by the Employer to the Union, or union dues may be contributed directly to the union to maintain seniority during the leave.

ARTICLE 5 - UNION INFORMATION

- 5.01 With each bi-weekly union dues deduction, the Employer shall provide the following information for all regular full-time, regular part-time, temporary full-time and temporary part-time employees as follows:

- name;
- job title;
- pay group;
- start date and end date (when known);
- hours worked in the pay period;
- home address;
- seniority dates;
- classification
- pay wages schedule;
- employment status (sick, maternity, disability, etc.);
- amount of union dues deducted.

- 5.02 This information will continue to be provided on a moving twenty-six (26) pay period basis.
- 5.03 Work schedules will be provided on request.
- 5.04 When the employer has assigned work to an agency or labour broker, they shall provide the name, number of hours worked, start date and end date (when known) for each person clearance dues have been deducted pursuant to article 4.05.

ARTICLE 6 - DISCRIMINATION

- 6.01 The parties to this collective agreement, including the Employer, the Union and the members of the bargaining unit acknowledge the right of all employees to enjoy a workplace free from discrimination (including threats, intimidation and harassment) by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, political affiliation, conviction for which a pardon has been granted, or for exercising any rights under this collective agreement or any other federal or provincial regulation, including the exercise of the right to participate or refrain from participation in any union activity.
- 6.02 In the event that discrimination is alleged by a bargaining unit employee pursuant to this provision, the employee may:
- a) file a grievance;
- and/or
- b) file a complaint with the Human Rights Commission.
- 6.03 Where an employee files a complaint with the Human Rights Commission, the same subject matter shall not thereafter be subject to the grievance and arbitration article unless the Human Rights Commission determines that the complaint should be determined pursuant to the provisions of the collective agreement.

ARTICLE 7 - TIME OFF FOR UNION REPRESENTATIVES

- 7.01 Local Union Representatives may investigate and settle grievances, attend Union Management Council, during working hours, for a reasonable length of time, provided however, that arrangement are made with the supervisor(s) subject to service requirements. All time granted accordingly, shall be recorded on the employee's time sheet and paid for by the Employer.
- 7.02 Employees shall be allowed time off to attend to other business of the Union, including necessary traveling time, subject to service requirements and approval of the Employer. The Employer shall permit members of the Union Negotiating Committee time off to prepare for and attend negotiations, subject to bone fide operational requirements. The

Union must notify the Employer stating purpose, name(s) of employee(s) and the time required. Where possible, notification will be given three (3) weeks prior to the days off required. All time granted for this purpose shall be paid by the Union within thirty (30) days of being invoiced by the Employer.

- 7.03 Members of the Union Negotiating Committee shall receive their normal basic rate of pay while traveling to and attending a negotiation meeting with the Employer. Should negotiations extend into an employee's regular day off, equivalent time off will be granted at a later date. No overtime shall be paid. This provision shall not be applicable following the express expiry date of the collective agreement, unless the Employer has failed to make a reasonable effort to conduct negotiations prior to the expiry date.
- 7.04 Shop Stewards shall be given thirty (30) minutes paid time to meet new employees working in the area. The employer shall invite the shop steward to attend following the orientation session to conduct such meetings.

ARTICLE 8 - MANAGEMENT RIGHTS

- 8.01 The management of the operations of the Employer and the direction of the working forces, including the right to direct, plan, and control operations and to schedule working hours and the right to hire, promote, demote, transfer, suspend, or discharge employees for just cause or to release employees because of lack of work or the right to introduce new and improved methods or facilities and to manage the operations in the traditional manner, is vested exclusively in the Employer, subject to the provisions of this Agreement.

ARTICLE 9 - DISCIPLINE AND DISMISSAL

- 9.01 No employee shall be disciplined or dismissed except for just cause.
- 9.02 Presence of shop steward
- a) Where the Employer conducts a meeting with an employee with the purpose of imposing discipline, the employee shall be advised that the meeting is disciplinary and the employee may request that a Shop Steward be present. All reasonable effort will be made to schedule the meeting at a time when a Shop Steward is available.
 - b) An employee is not entitled to have a Shop Steward present where a meeting is held for the purposes of investigation only and no decision has been made with respect to discipline.
 - c) In the event that the Employer fails to conduct a meeting in compliance with the provisions of article 9.02 a) or b), no disciplinary action shall thereby be rendered null and void; however any statements made by the employee made at any such meetings shall not be used for any purposes in any subsequent arbitration proceeding.

- 9.03 When an employee is disciplined by way of written reprimand, suspension or dismissal, the Employer shall at the same time provide the employee notice in writing as to the reason(s) for such action, and shall forward a copy of the notice to the Business Manager of the Union or such other designate as the Union may advise.
- 9.04 An employee who is dismissed shall be paid in full for all compensation due, in the next full pay period following dismissal.

ARTICLE 10 - GRIEVANCE PROCEDURE AND ARBITRATION

- 10.01 Any dispute concerning the interpretation, application, operation or any alleged violation of the Agreement that arises between the Employer and the Union, or between an employee or employees bound by the Collective Agreement and the Employer, including any questions as to whether any difference is arbitrable, shall be processed according to the following grievance procedure.
- 10.02 In the event that either party fails to satisfy the responsibilities to meet as outlined in the steps below or does not respond with a decision within the timelines specified below, the party initiating the grievance may advance the grievance to the next step of the grievance procedure.
- 10.03 Time periods for the purpose of this article, shall be calendar days.
- 10.04 STEP 1: An employee who has a concern or grievance regarding the interpretation, application, operation or any alleged violation of the Agreement shall discuss the matter with their immediate supervisor within fifteen (15) days of the date the employee either became aware of the occurrence or ought reasonably to have been aware of the occurrence giving rise to the concern. The employee's supervisor shall respond to the employee within fifteen (15) days following the discussion. The employee may be accompanied by a Shop Steward during the discussion if the employee so chooses.
- 10.05 STEP 2: If there has been no resolution of the dispute pursuant to Step 1, the Business Manager of the Union or such other designate as it may advise may within thirty (30) days of receipt by the shop steward of the Employer's final decision pursuant to Step 1 forward a written grievance to the Human Resources Manager of the Employer or such other designate as the Employer may advise. The Employer shall respond in writing to the grievance within fifteen (15) days. If the response is not satisfactory to the Union, the matter may be referred to arbitration. A Grievance resolved at this step shall be recorded in writing and have precedential effect unless the parties have otherwise agreed in writing.
- 10.06 STEP 3: A grievance which is not satisfactorily resolved through the previous steps shall be adjudicated by a single arbitrator in accordance with the following:
- a) The party who initiated the grievance shall within sixty (60) days of the expiry of the time limits under Step 2 notify the other party in writing of its intention to proceed to arbitration.

- b) The notice of intention to proceed to arbitration may include the name of a proposed arbitrator. The parties shall attempt to agree upon an arbitrator within fifteen (15) days of the receipt of such notice. At any time thereafter, either party may request that the appointment be made pursuant to the applicable provisions of the *Alberta Labour Code*.
- c) The Arbitrator shall have such powers as prescribed in applicable legislation and their decision shall be final and binding upon the parties.
- d) The arbitrator shall not alter, amend or change the terms of this Collective Agreement. The arbitrator shall have such powers as defined and provided in the governing legislation. The fees and expenses of the single arbitrator shall be borne equally by the Union and the Employer.

ARTICLE 11 - SENIORITY

11.01 Seniority is the accumulated length of service in the employ of the Employer in a bargaining unit position or positions and shall start from the date the employee last entered employment with the Employer.

11.02 Seniority is not prorated for regular part-time employees.

ARTICLE 12 – UNION MANAGEMENT COUNCIL

12.01 The Union Management Council shall be comprised of three (3) representatives for each party.

12.02 The Union management Council will meet on a monthly basis. The Union management Council mandate is to discuss matters of concern to the parties with respect to terms and conditions of employment and administration of the collective agreement. An agenda should be established before each meeting. Minutes of all meetings of the committee shall be taken.

12.03 Representatives on the committee should include individuals who have participated in the most recent round of negotiations. The employer will pay the costs of time off and expenses. No overtime compensation will result from these meetings.

ARTICLE 13 - UPGRADING COURSES

13.01 Where upgrading courses are required by the Employer for employee development, the payment of wages, travel time, expenses, tuition and course material shall be paid as referenced in the employer policy.

ARTICLE 14 – WORK DONE BY OUT OF SCOPE EMPLOYEES

14.01 Employees excluded from the bargaining unit shall not normally do work which is carried out by bargaining unit employees if this would result in the layoff of any regular or if such work performance would result in a regular employee not being recalled from layoff. Notwithstanding the foregoing, there shall be no restrictions upon the performance of bargaining unit work by employees excluded from the bargaining unit for the purposes of training and demonstrations.

ARTICLE 15 - CONTRACTING OUT

15.01 The Employer shall not contract any work normally performed by members of the bargaining unit if such contracting out would result in a layoff of any regular employee employed on the date of the execution of this Collective Agreement or if such contracting out would result in any such employee not being recalled from layoff or would reduce the size of the bargaining unit.

15.02 In the event that the Employer assigns bargaining unit work to personnel provided by an employment agency or labour broker, such personnel shall not be part of the bargaining unit. Where such work assignment exceeds ninety (90) days, the employee shall become a temporary employee for the duration of the assignment, subject to all of the provisions of the agreement applicable to temporary employees as at the date the employee became a temporary employee.

ARTICLE 16 – CORPORATE POLICIES

16.01 Where reference has been made to policies within the collective agreement, the Employer agrees that in no case shall any such policy be interpreted or applied to the detriment of a member of the bargaining unit relative to excluded personnel generally.

16.02 Any corporate policy referred to in this collective agreement shall be accessible to the Union Chief Steward, including all amendments to such policies from time to time.

16.03 No corporate policy shall establish a term or condition of employment that fails to meet the minimum standards set out in the *Alberta Employment Standards Code*. The provisions of the Act including, any amendment to the Act, where superior, shall govern.

ARTICLE 17 – EMPLOYEE BENEFITS PLAN

17.01 No alterations or amendments shall be made to the Benefits Plan that in the aggregate constitutes a detriment to the bargaining unit collectively, without the consent of the Union. The Union shall be advised of any alterations or amendments to the Plan.

ARTICLE 18 – EMPLOYEE PENSION PLAN

18.01 Members of the bargaining unit shall be entitled to continue to participate in the Employer's pension plan of general application to the Employer's personnel outside the bargaining unit.

ARTICLE 19 – OCCUPATIONAL HEALTH AND SAFETY

19.01 The Employer, the Union and the employees agree to co-operate in the enforcement of the provisions of the *Occupational Health and Safety Act, Regulations and Code*.

ARTICLE 20 – PERFORMANCE APPRAISALS

20.01 Performance appraisals are non-disciplinary and are not subject to the grievance and arbitration procedure unless it is related to the rating determining performance increment.

20.02 Notwithstanding this provision, an Employee may challenge the contents of any performance appraisal that is relied upon by the Employer in whole or in part to deny the employee any posted job opportunity or to justify demotion or termination of the employee from their position.

ARTICLE 21 - MEALS, LODGING, TRANSPORTATION AND TRAVELLING TIME

21.01 Employees shall be reimbursed for all expenses incurred while performing their work pursuant to the employer's expense policy.

ARTICLE 22 - LETTER OF UNDERSTANDING

22.01 Letters of understanding form part of the collective agreement and remain in force and effect for the life of the agreement and any extension thereof.

ARTICLE 23 - DEFINITIONS

23.01 Regular full-time employee

Regular full-time employee means a person employed for an indefinite period of time.

23.02 Temporary full time employee

Temporary full time employee means a person employed for a specified time, to perform a specific assignment, position or body of work, including project work and absences by full-time employees. A temporary full time employee employed to carry out a project for a specific situation or to perform work in the case of temporary work surplus shall not anticipated exceeding eighteen (18) months. In the event that a temporary full time employee is offered and accepts a different assignment, position or body of work that is not anticipated to exceed eighteen (18) months, the employee shall remain a temporary full time employee for the duration of the new assignment, and that employment shall be subject to the provisions of this article.

23.03 Probationary employee

Probationary employee means an employee who has not completed their first six (6) months of continuous active employment. An employee who is terminated from

employment during the probationary period is not subject to the grievance procedure and arbitration.

23.04 Basic Rate of Pay

Basic Rate of Pay means the specified amount of money per day calculated as follows: basic hourly rate times seven and one-half (7 1/2).

23.05 Basic Hourly Rate

Basic Hourly Rate means the specified amount of money per hour which, in accordance with the Wage Schedules that form part of this Agreement, is paid to an employee for each hour worked.

23.06 Headquarters

Headquarters means the city or town limits.

23.07 Immediate family

Immediate family means a mother, father, sister, brother, current spouse, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, granddaughter and grandson. In addition, other relatives living in the employee's household will be given consideration upon request to the Employer.

For the purpose of this article, the word spouse includes same sex spouse and common law spouse.

23.08 Average Daily Earning

Average daily earnings means an employee's current wage rate (salary) per day, plus the sum of the commissions and other payments in lieu of commissions paid to the employee for the sales periods which are included in the most current Corporate Performance department's latest twelve (12) month report, divided by two hundred and sixty (260) days (26 pay periods x 10 working days). The calculation of an employee's Average Daily Earnings will occur annually on the first pay period after January 1st each year and remain in effect until replaced by the next period's calculation.

ARTICLE 24 - HOURS OF WORK

24.01 Employees do not have a fixed work schedule. Each employee shall determine their work schedule based on assignment and effectiveness. However, employees are responsible for completing their work assignment and meeting their assigned work objectives.

24.02 This does not restrict the Employer's right to establish a more rigid work schedule of thirty-seven and one-half (37 1/2) when the operation requires.

24.03 The normal work week, set at thirty-seven and one half (37 ½) hours, is intended solely to enable the Employer to establish the work assignment and calculate the basic hourly rate where required by the collective agreement.

ARTICLE 25 - LEAVES WITH PAY

25.01 Average Daily Earning

Except for maternity leave, every leave with pay in the following article will be based on the average daily earning.

25.02 Annual vacations

- a) A regular employee is entitled to a vacation with pay in accordance with the table below in the year in which they are to complete the required number of years of service:

Years of Service	Net Credited Weeks of Vacation
Less than one year	9.375 hours (1 day an ¼) for each full month
One year	112.5 hours (3 weeks)
Two to nine years	150 hours (4 weeks)
Ten to nineteen years	187.5 hours (5 weeks)
Twenty to twenty-four years	225 hours (6 weeks)
Twenty-five years or more	262.5 hours (7 weeks)

- b) For the purposes of this paragraph, for a regular employee, employed or re-employed on or before the fifteenth (15th) day of the month, service shall be counted from the first day of that month; for a regular employee, employed or re-employed on or after the sixteenth (16th) day of the month, service shall be counted from the first day of the month following.
- c) Vacation entitlement is for a full calendar year. The vacation for a particular year must be taken between January 1 of that year to April 30 of the following year.
- d) The Employer shall post or circulate a vacation planner on or before January 31 of each year.

Employees shall select their choice for vacation in accordance with the business requirement by March 15.

To be in effect, employee's vacation schedule will have to be approved by their immediate supervisor

- e) When an employee is transferred from one position to another, they shall keep their scheduled vacation unless, upon request of their manager, they agree to reschedule it.
- f) An employee's vacation shall not be cancelled for any reason without the consent of the employee.
- g) An employee shall not have the right to carry forward all or part of their vacation from one vacation period to another.
- h) Where an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the vacation, the Employer may re-schedule the vacation at a later date in the calendar year for which the vacation is given or by April 30 of the following year
- i) Employees whose employment ceases for whatever reason shall be paid for all earned and outstanding vacation entitlement up to and including the last day worked. An adjustment shall be made to the final pay of an employee who has taken vacation entitlement in excess of that to which they are actually entitled at the date of termination of employment.
- j) Regular employees whose employment ceases for whatever reason shall be paid for all earned and outstanding vacation entitlement up to and including the last day worked. An adjustment shall be made to the final pay of an employee who has taken vacation entitlement in excess of that to which they were actually entitled at the date of termination of employment.

25.03 General Holidays

- a) The following shall be recognized as General authorized holidays:
 - New Year's Day
 - The day after New Years Float Holiday (which can be use as is or in conjunction with the Christmas time during the week between Christmas and New Year's Day)
 - Good Friday
 - Easter Monday
 - Victoria Day
 - Canada Day
 - Heritage Day,

- Labour Day
 - Thanksgiving Day
 - Remembrance Day,
 - Christmas Day
 - Boxing Day
- b) Floating Holiday
- In addition of the above holidays, employee may take a floating holiday on a day that is mutually agreed with their manager.
- c) Where a General Holiday falls on a Saturday or Sunday, the Monday immediately following shall be observed as the holiday.
- d) Where a General Holiday falls on a day Monday to Friday inclusive, it shall be included in the weekly schedule for all employees for that week.
- e) Where an employee is not required to work on an Employer-authorized holiday which falls on a day within their scheduled work week, they shall be granted the day off with pays, this pay to be known as Holiday Pay.
- f) A Company Holiday shall have the effect of reducing the calendar work week by one (1) day.
- g) Where a General Holiday falls on a day of the annual vacation, an employee shall be entitled to an additional day off with pay at a time convenient to the employee and the Employer

25.04 Court Witness

- a) An employee absent from work as a result of a subpoena or summons to appear as a witness in court in a matter in which they have no personal interest shall be allowed time off as required pursuant to the subpoena or summons. The Employee shall request compensation for wages lost from the party who served the subpoena or summons. The employee shall be paid for up to three (3) days of any absence during regularly scheduled hours of work at the basic hourly rate of pay. Any witness fees received shall be paid to the Employer up to the amount of wages paid by the Employer. The employee shall not be permitted to claim travel or other expenses.
- b) An employee acting as a voluntary witness in a court proceeding or who is a party in a court proceeding shall not be paid for such absence.
- c) An employee appearing as a witness on behalf of the Employer or as a direct consequence of employment with the Employer in a court proceeding will receive their basic hourly rate of pay and expenses.

25.05 Jury Duty

- a) An employee receiving a Court notice to appear for Jury Duty shall provide the Employer with a copy of the notice within forty-eight (48) hours of receipt of such notice.
- b) Leave will be permitted for the duration of the jury duty. The employee shall be paid at their basic hourly rate of pay. Any witness fees received shall be paid to the Employer. The employee shall not be permitted to claim travel or other expenses.
- c) The employee may elect to retain the jury fee and have the time off as vacation.

25.06 Elections

Employees eligible to vote shall be allowed sufficient time off with pay to meet legal requirements for voting purposes.

25.07 Bereavement Leave

In the case of a death in the immediate family, an employee shall if required, be given time off with pay up to a maximum of three (3) working days. Additional time with pay for up to two (2) days shall be granted if required for either traveling or where an employee is charged with the responsibilities of making funeral arrangements.

NOTE

- a) Where an employee requests vacation time in addition to bereavement leave as a consequence of a death in the immediate family, such request will be given immediate consideration by the Employer.
- b) Should a holiday fall during a period of bereavement leave, the day shall be shown as holiday pay and will not extend the time of bereavement leave.
- c) Bereavement during a regular vacation period shall extend the vacation by the amount of days allowed for bereavement leave in accordance with the foregoing.
- d) Where an employee requesting bereavement leave identifies a common-law relationship and the Supervisor is satisfied one exists, the leave shall be granted in accordance with the foregoing. A common-law relationship should be in existence for at least twelve (12) months in order to be considered.

25.08 Funeral Leave

In the case of a death of a friend, working associate or relative not covered under article 25.07, an employee may be given time off with pay at the basic hourly rate not to exceed

one (1) day to attend the funeral. This will be subject to service requirements and supervisory approval.

25.09 Sick leave

Employees are entitled to sick leave, and disability, pursuant to the employer's sick leave policy. Employees shall be paid at their basic rate of pay for sick absences less than five (5) consecutive working days. Thereafter, payment shall be made in accordance with the Employer disability policy.

A procedure for settling differences other than the procedure set forth in the articles related to grievance and arbitration exists in cases of disagreement between the employee's physician and the Employer's physician regarding the application of the Sickness Disability Benefit Plan (SDB) and the Long-Term Disability Income Plan (LTD).

Therefore, the following procedure shall apply:

- Where there is disagreement between the employee's attending physician and the Employer's physician, the dispute, as defined by the parties, shall be submitted to a medical arbitrator agreed to by the parties;
- Before rendering their decision, the medical arbitrator shall proceed with a medical consultation of the employee and, if deemed necessary, shall consult their medical file;
- The decision of the medical arbitrator must be rendered in writing and address solely with the points in dispute, as defined by the parties;
- The medical referee must submit their decision to the Employer, the Union and the employee concerned within ten (10) days of the medical examination/consultation;
- The decision of the medical arbitrator shall take effect on the date on which the parties receive a copy of such decision;
- The decision of the medical arbitrator shall be final and binding with regard to the dispute, as defined by the parties;
- The fees and expenses of the medical arbitrator shall be divided equally between the Union and the Employer.
- The parties and the employee concerned must agree in writing each time they wish to have recourse to this procedure.

25.10 Maternity leave

Maternity leave shall be dealt with in accordance with the *Employment Standards Code*.

An employee who has completed six (6) consecutive months of continuous employment with the Employer and who meets the conditions of eligibility contained in the applicable Employer practices shall receive a Supplemental Pregnancy Allowance in accordance with these same practices.

ARTICLE 26 - LEAVE WITHOUT PAY

26.01 The Employer may grant leave of absence without pay or benefits for personal reasons, subject to the demands of service, in its discretion. The Union shall be notified of any such leave.

ARTICLE 27 - WAGE SCHEDULES

27.01 The basic rates of pay, are set as follow:

Transition Wage (to begin at the implementation of the new compensation plan)

	Elite and Signature representative	Advantage Representative
Maximum	\$ 14.87	\$ 13.85
Minimum	\$ 9.67	\$ 9.00

January, 1st 2007

	Elite and Signature representative	Advantage Representative
Maximum	\$ 15.39	\$ 14.33
Minimum	\$ 10.00	\$ 9.31

January, 1st 2008

	Elite and Signature representative	Advantage Representative
Maximum	\$ 15.93	\$ 14.83
Minimum	\$ 10.35	\$ 9.64

January, 1st 2009

	Elite and Signature representative	Advantage Representative
Maximum	\$ 16.49	\$ 15.35
Minimum	\$ 10.72	\$ 9.98

January, 1st 2010

	Elite and Signature representative	Advantage Representative
Maximum	\$ 17.07	\$ 15.89
Minimum	\$ 11.10	\$ 10.33

Note: Training Salary upon hiring is established accordingly with the corporate policy.

ARTICLE 28 - SERVICE DATE

28.01 An employee's service date for the purposes of this agreement shall be the date the employee entered the service of the Employer and remained continuously employed.

28.02 When a temporary employee attains regular employment without a break in service, their service date shall be the date their continuous employment commenced as a temporary employee.

ARTICLE 29 - PAY PROVISIONS

29.01 Payments

Pay day shall be every other Friday by direct deposit. All employees shall be paid all basic wages up to the previous Friday.

In the event of missing, delayed or incorrect work reports, wages payable on pay day shall be calculated on the basis that the employee worked their regularly scheduled hours in the pay period. Adjustments for overtime, differentials and absences will be made on the following pay.

29.02 Performance progression increment

Based on the outcome of the employee annual performance review only, a progression increment up to two point five percent (2.5%) shall be payable to the employee following the Employer performance appraisal process retroactively to January 1 of each year as per de following grid:

Employee performance	
2.5 - 3	2.50%
2 - 2.5	1.50%
1.5 - 2	0.50%
1 - 1.5	0.25%
0.5 - 1	0.10%
0 - 0.5	0.00%

29.03 Promotion

In the event of a promotion, the employee shall receive a pay increase representing the same percentage to the maximum in the new position that the employee was entitled in their former position.

29.04 Suspension of Increases

- a) A wage increase otherwise payable when an employee is off duty on sick leave or unpaid leave of absence will be suspended during the period of absence.
- b) A wage increase otherwise payable when an employee is on sick leave for three (3) months or less will take effect when the employee resumes duty. Subsequent wage increases will be implemented on the regularly scheduled date for such increases.

- c) When an employee is on sick leave for a period of more than three (3) months, their scheduled wage increases will be delayed for the period of the absence in excess of three (3) months.

29.05 Permanent or Temporary assignment to a higher wage schedule

When an employee accepts a position in a higher wage schedule, their wage shall be established following article 29.03.

Upon completion of a temporary appointment, the employee will return to their previous position and will return to their previous wage schedule, recognizing pay increment in the previous position if appropriate.

29.06 Permanent or Temporary assignment to a position in a lower wage schedule

When an employee accepts a position in a lower wage schedule, their salary will be administered in accordance with that lower wage schedule. If the employee is above the maximum of the new wage schedule, the employee will be placed at the maximum of that wage schedule.

Upon completion of a temporary appointment, the employee will return to their previous position and will return to their former wage schedule, recognizing pay increment progression in the previous position if appropriate.

ARTICLE 30 - JOB POSTINGS, TRANSFERS AND PLACEMENTS

30.01 Job Postings

- a) The Employer, where deemed necessary, may appoint an employee for a temporary period not to exceed ninety (90) calendar days. The employee must agree to this appointment.
- b) The Employer shall post all vacancies expected to be greater than ninety (90) days' duration for bargaining unit positions at all geographic locations of its operations.
- c) A temporary transfer opportunity of over ninety (90) days and up to eighteen (18) months may become available for any of the following reasons:
 - Leave of absence
 - Sick absence
 - Long/short term disability
 - Extended vacation
 - Approved time off
 - Maternity leave, parental leave, child care leave and adoption leave
 - Project work

All temporary transfer opportunities in excess of ninety (90) days will be posted.

- d) Upon completion of a temporary transfer opportunity pursuant this article, the employee will return to their home position.

30.02 The posting pursuant article 30.01 b) shall set out the job functions, qualifications, required knowledge, education, skills, classification, wage rate and anticipated duration, if known, of the position. The Employer shall provide the Union with a copy of all postings.

30.03 Vacancy priority

- a) In the following circumstances, vacancies may be filled in the following order of priority without posting:
 - i) to meet a duty to accommodate;
 - ii) when placing an employee subject to a layoff notice;
 - iii) as a lateral transfer within a headquarters.
- b) Priority of placement in applicable vacancies shall be administered first to i), continuing in the order listed above. This process shall not result in promotions. Situations requiring deviation from this process will be discussed first with the Union. Should there be no agreement to the deviation, the matter may be referred to Step 2 of the grievance procedure.

30.04 Other posting considerations

- a) In filling job postings, skill, qualifications and ability relevant to the posted position shall govern. Where these are equal, seniority shall govern.
- b) An employee, including a temporary employee, who successfully bids on an assignment having a fixed term, shall be eligible to bid on other vacancies after having completed six months in the assignment, where practicable and having regard for operational requirements.
- c) All applicants and the Union shall be notified of the successful candidate for the posting within ten (10) days of the position being filled. An unsuccessful candidate may within ten (10) days of receipt of such notice request an interview to identify the reasons why they were unsuccessful and to review strategies for personal development to assist the employee to obtain future posted opportunities. This interview shall be conducted within thirty (30) days of being requested by the employee.
- d) The Employer shall attempt to place an employee in another position if it is determined that the employee is unable to fulfill position to into which they were transferred.

ARTICLE 31 - LAYOFF

31.01 Notice of layoff

- a) In the event of a layoff, the Employer shall lay off by headquarters, classification and seniority. The affected employee shall be provided ninety (90) days notice of the effective date of any layoff. The Union shall be delivered a copy of any such layoff notice.
- b) Where the layoff is a result of a decision of the Employer to move the work of the affected employee to a different headquarters, an employee who has completed at least five (5) years of service who does not accept relocation pursuant to article 31.06 b) shall be provided an additional ninety (90) days notice or twelve (12) weeks' additional severance, at the Employer's option.

31.02 Should the Employer decide to reduce the number of employees as referred to in article 31.01, temporary employees shall be laid off prior to regular employees, subject to the sufficient ability of the remaining employees to do the basic requirements of the available work.

31.03 Employees shall be recalled in reverse order of layoff on the basis of headquarters, classification and seniority, subject to the sufficient ability of the employee to do the basic requirements of the work. Recall shall be by actual notice to the employee or by receipted delivery to the employee's last address of record, at any time within twelve (12) months from layoff.

31.04 It will be the responsibility of each laid off employee to keep the Employer informed of their current address and to advise the Employer within one (1) week of the date of any offer of acceptance of the recall. Failure on the part of any laid off employee either to notify the Employer within one (1) week of acceptance of an offer of employment or to report for duty within fifteen (15) days from the date of offer constitutes a rejection of the offer and immediate termination of the employment relationship.

31.05 Severance Pay

A regular employee who is terminated following expiry of the twelve (12) month recall period shall be entitled to:

- 2 weeks pay for each completed year of service up to 9 years
- 24 weeks pay on completion of 10 completed years of service
- 36 weeks pay on completion of 15 completed years of service
- 48 weeks pay on completion of 20 completed years of service
- 52 weeks pay on completion of 22 completed years of service

The above provisions are subject to a maximum severance pay amount of fifty-two (52) weeks pay.

An employee who has been laid off may at any time during the twelve (12) month recall period elect to receive severance pay, and their recall rights and employment with the Employer shall forthwith be terminated.

31.06 Placement of employees subject to layoff

- a) Placement of an employee subject to layoff describes the movement of regular employees as a result of the employee receiving layoff notice pursuant to article 31.01 a) or b).
- b) Process
 - i) Regular employees whose jobs are relocated will be given first right to accept or reject the job in the new headquarters, based on seniority.
 - ii) A person whose position is relocated and accepts the position in the new headquarters must make a decision to move or not within fifteen (15) days, and provides further that they can be required to relocate within thirty (30) days of acceptance.
 - iii) The moving employee will receive four (4) weeks pay as a relocation allowance, increased by an additional eight (8) weeks if the employee sells their permanent residence as a consequence of the relocation.
 - iv) In filling a vacant position with an employee subject to layoff, the Employer shall canvass employees in the department within the headquarters affected for volunteers to fill the vacancy. Seniority shall determine preference for placement if there is more than one (1) qualified volunteer. Should there be no volunteers, the junior employee shall be chosen.
 - v) An employee who declines relocation and has not yet elected to receive severance pursuant to article 31.05 shall be eligible for recall, but shall not be entitled to severance pay pursuant to article 31.05 in the event that they successfully applies for a posted position in another headquarters.
- c) Pay Treatment for Employees subject to layoff
 - i) The Employer will first attempt to place an employee subject to layoff into another position having the same pay group as the employee's current position.
 - ii) If the employee is placed in, or volunteers to accept a lower rated position, their salary will continue to be administered as if they have remained in the

previous position for two years from the date of transfer. The employee will then remain at their current pay rate until that rate is equal to or less than the maximum of the new pay group. If the employee refuses placement in a position that is consistent with their maintained rate of pay, the Employer is under no further obligation to find a position consistent with the maintained rate.

- d) If an employee subject to a layoff notice is offered a position for which they have the qualifications and ability and declines the position, the employee will be deemed to have resigned their employment. The Employer will notify the Union of the name of the employee.
- e) If an employee subject to a layoff notice is offered a vacant position for which they have the qualifications and abilities, but requires a move to another headquarters, the employee may decline the position and accept a layoff, including the right of recall or collect severance in accordance article 31.05.
- f) There will be no back filling of a laid off position in a classification for a period of at least six (6) months from the date the position was actually vacated, unless the position is offered to the previous incumbent, provided that the incumbent remains an employee.
- g) An employee subject to layoff notice or who has been laid off shall have preference for any posted position outside their classification, provided that the employee has the skill, ability and qualifications to perform the duties of the posted position.

ARTICLE 32 - DURATION

- 32.01 This Agreement shall become effective and, unless otherwise specified or agreed between the parties from the date of its signature until March 31, 2010 inclusive.
- 32.02 Operations wage schedules are retroactive to January 1, 2007 and sales wage schedules become effective on at the implementation of the new compensation plan
- 32.03 This collective agreement shall automatically be renewed for one (1) year unless written notice is given by either party to the other to negotiate a new Agreement. Such notice must be given not less than thirty (30) days nor more than ninety (90) days prior to the expiry date of this Agreement or any continuation thereof.

ARTICLE 33 - LETTER OF UNDERSTANDING

- 33.01 When during the life of this Agreement both parties agree that a change is required to any article or item, a Letter of Understanding shall be drafted and mutually agreed to by both parties.

ARTICLE 34 - NOTICE TO NEGOTIATE

34.01 Where a notice to negotiate a new Agreement has been served, the first negotiating meeting shall be held within twenty (20) days following the date of service.

34.02 When notice to commence collective bargaining has been served under the Act, a collective agreement that applies to the parties at the time of service of the notice shall be deemed to continue to apply to the parties, notwithstanding any termination date in the agreement, until:

- a) A new collective agreement is concluded,
- b) The right of the bargaining agent to represent the employees is terminated, or
- c) A strike or lockout commences under Division 13 of the *Labour Relations Code*.

34.03 Mediation / Conciliation

If during negotiations for a collective agreement or revisions or renewal of this agreement, the Parties fail to agree on the terms thereof, either party may request the assistance of the conciliation or mediation service having legal jurisdiction over the matter.

ARTICLE 35 - SIGNATURE

IN WITNESS WHEREOF the parties hereto have caused this Collective Agreement to be executed by their duly authorized representatives this 27th day of March 2007.

YELLOW PAGES GROUP Co

International Brotherhood of Electrical Worker (IBEW) Local Union 348

_____ Paul Batchelor Vice-President, Sales, Alberta and British Columbia	_____ Martin Tanguay Director, Human Resources	_____ Mike Semeniuk Business Manager	_____ Lee Marion Chief Steward
_____ Cindie Lyons General manager Operations, Western Canada	_____ Dominic Proulx Senior Manager, Labour Relations	_____ Karen Karslioglu Shop Steward Advantages Sales	_____ Dave Brennan Premise Sales
	_____ Cameron Barnes Human Resources Business Partner	_____ Michael Chan Premise Sales	_____ Mel Grabia President Local 348

LETTER OF AGREEMENT No. 1

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348
(Hereinafter called the Union)

AND

Yellow Pages Group
(Hereinafter called the Corporation)

Re: YPG Benefit Plan Enrolment

The parties agree that initial enrolment in the YPG benefit plan will occur in May 2007 with implementation on July 1, 2007. Subsequent annual enrolment will coincide with the corporate annual enrolment.

LETTER OF AGREEMENT No. 2

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348
(hereinafter called the Union)

AND

Yellow Pages Group
(hereinafter called the Corporation)

Re: Reopening of the Negotiation for Salary Review

The parties agree that one (1) month prior to the second anniversary date of the Agreement, they will meet to review the wage schedules for Clerical and Sales. The parties will evaluate together what is the appropriate wage increases for the remaining of the collective agreement but the wage increases shall not be inferior to two percent (2%) or superior to five point five percent (5.5%).

LETTER OF AGREEMENT No. 3

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 348

(hereinafter called the Union)

AND

Yellow Pages Group

(hereinafter called the Corporation)

Re: Sales Compensation Plan

The parties agree of the following:

1. It is the employer right to determine the mechanics of the sales compensation plan.
2. Total compensation for sales employees are comprised of three components: base wage, commissions and a performance bonus paid on meeting sales objectives. Commissions are part of the sales compensation plan and shall continue to be paid indefinitely, unless and until the Employer discontinues payment of commission to all sales employees throughout all regions of Canada.
3. Coincidental with the beginning of each annual sales cycle, sales representatives shall be assigned an equal initial assignment of revenue. This initial assignment shall be presented to the sales representatives at the beginning of the annual sales cycle.
4. No account shall be removed from an employee assignment unless they are late for completing their work flow and meeting their assigned sales objectives. It is understood that the revenue assigned may increase and decrease during the annual sales cycle depending of the assignment of the sales representative.
5. There will not be any modification of the commission rates set at the beginning of the yearly sale cycle without the consent of the Union.
6. The parties agree to discuss the Compensation Plan on an annual basis. Annual discussion will coincide with the annual cycle assignment. During the year, the Union, through the Union Management Committee, will be kept informed of all aspects of the compensation plan that directly affect and influence sales employee's ability to adequately meet sales expectations and earn commission.

LETTER OF AGREEMENT No. 4

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 348

(hereinafter called the Union)

AND

Yellow Pages Group

(hereinafter called the Corporation)

Re: Picket line crossing during strike

- (a) In the event the employees of either of the two IBEW units representing the YPG employees commence a lawful strike and establish a picket line in respect of such strike the employer shall not require the employees of the non striking unit to attend at or perform work for the employer in either the unit on strike or the unit not on strike.
- (b) The employer agree that employees in the non striking unit who are not attending work are not doing so in concert or in accordance with a common understanding for the purpose of compelling the employer to agree to any terms or condition of employment.
- (c) The employer will not take any action before any court, board or in any arbitration to compel the employees not on strike to return to work until those employees on lawful strike return to work.
- (d) The employer(s) shall not take any disciplinary action or seek any form of damages whatsoever against the employees referred to herein who are not in the unit of the employees on lawful strike.
- (e) Employees not on strike who decline to cross the picket line will not receive any salary or other compensation from the Employer during their non-attendance.

LETTER OF AGREEMENT No. 5

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 348

(hereinafter called the Union)

AND

Yellow Pages Group

(hereinafter called the Employer)

Re: Bargaining Unit Definition

WHEREAS the Alberta Labour Relations Board has issued new certificates and new bargaining unit descriptions for the two bargaining units created for sales and clerical employees respectively as a result of the division of the Union's prior bargaining unit into two;

WHEREAS the Employer and the Union have agreed as to the scope of the two bargaining units thus created;

THEREFORE the parties confirm their agreement as follows:

1. The two bargaining units created by the new certificates are intended to reflect the prior scope of the Union's bargaining rights prior to the division of the single bargaining unit into two;
2. Specifically, the scope of the bargaining unit described as "all sales employees" is all sales employees with the exception of Diamond Sales, managers, and those whose core duties are professional;
3. Specifically, the scope of the bargaining unit described as "all office and clerical employees" is all office and clerical employees with the exception of human resources professionals, managers, and others in possession of confidential labour relations information;
4. This agreement shall remain in effect (unless modified in writing by the parties) for so long as Yellow Pages Group Inc. owns and operates the business to which these bargaining rights pertain.