

**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**

**April 1, 2010 – March 31, 2012**

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## **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 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.

#### 4.06 Union Dues During Leaves

An employee, who has been granted leave pursuant articles 26.10 and 27, 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.

### 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 arrangements 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 Time off for bargaining preparation and union business

The Employer shall permit members of the Union Negotiating Committee time off to prepare for negotiations or to attend to union business, subject to bona 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 at their normal basic rate of pay plus average daily earning and reimbursed 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 plus average daily earning 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 for the purpose of imposing discipline, the employee shall be advised the meeting is disciplinary and a Shop Steward will be invited unless the employee advises they don't wish to have a steward 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.

9.05 Letters of a disciplinary nature in the employee's personal file shall be removed from the personal file after three (3) years.

## **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 The employee who has a concern or grievance must discuss the matter with their immediate supervisor before filing a written grievance. The employee may be accompanied by a Shop Steward during the discussion if the employee so chooses.

10.05 An employee, the Business Manager of the Union or such other designate who has a grievance regarding the interpretation, application, operation or any alleged violation of the Agreement may within thirty (30) 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 grievance, forward a written grievance to the Human Resources division. At any time during the thirty day period, the Union may request a meeting to discuss this matter before the Employer. 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 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 limit response of the Employer, 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. 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 out any work normally performed by members of the bargaining unit if such contracting out would result in the layoff of any regular employee employed on the date of execution of the Collective Agreement.

## **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 Employees shall abide by all safety initiatives and follow any safety procedures. The Employer shall ensure that each employee is made aware of these requirements, safety rules and regulations.

19.02 The Employer shall ensure the safety of employees while at work.

19.03 The Union fully supports safety initiatives and will endeavour to ensure its member members follow any safety procedures. The Union may make recommendations from time to time related to safety matters which will be considered by the Employer

19.04 No worker shall operate any tool, appliance or equipment if the worker believes that it will cause an imminent danger to the health or safety of that worker or another worker present at the work area.

19.05 Employees shall: take reasonable care to protect the health and safety of themselves and of other workers present while they are working; and cooperate with the Employer for the purposes of protecting the health and safety of the worker, and of other workers engaged in the work of the Employer. It is the Employer's responsibility to ensure the safety of its own employees and other workers in the area- This responsibility can't be shifted to regular employees.

19.06 A joint Health, Safety and Environment Committee shall be constituted pursuant to the Alberta Safety Code, consisting of two (2) representatives of the Union and two (2) representatives of the Employer to identify any potential health, safety or environmental hazards. The Committee shall meet monthly and will forward minutes of the meetings to the Employer, and Union within seven (7) days after the meeting was held, and will post the minutes at the work site within the same delay.

19.07 Union safety representatives shall be allowed access to all work locations.

#### **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 - ACCESS TO PERSONAL FILE**

21.01 Upon written request to the Human Resources Department, an employee is entitled to have a partial or total copy of their personal file. The Human Resources Department shall provide such copy in the next five (5) working days following the receipt of the request. Such request shall be made no more than once per year.

#### **ARTICLE 22 - MEALS, LODGING, TRANSPORTATION AND TRAVELLING TIME**

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

#### **ARTICLE 23 - LETTER OF UNDERSTANDING**

23.01 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 24 - DEFINITIONS**

24.01 Regular full-time employee

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

24.02 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.

#### 24.03 Probationary employee

Probationary employee means an employee who has not completed their first twelve (12) working months of employment following the initial sales training. An employee who is terminated from employment during the probationary period is not subject to the grievance procedure and arbitration.

During the probationary period, the manager will meet monthly with the employee to review their progression.

#### 24.04 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).

#### 24.05 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.

#### 24.06 Reporting center

Reporting center means the location, Calgary or Edmonton, where the employee reports to their manager.

#### 24.07 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.

#### 24.08 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).

For an employee with less than 12 months of service within the bargaining unit, the average daily earnings shall be calculated as per the above, but based on the sales periods during which the employee has been actually engaged in selling if less than the full 12-month period covered by said report.

In the event that an employee is off work for greater than (two) months due to sick leave (LTD or STD), maternity, parental leave or out of scope assignment, calculation will be made using a twelve (12) months worked average.

The calculation of an employee's Average Daily Earnings will occur annually on the first pay period after January 1 each year and remain in effect until replaced by the next period's calculation.

**ARTICLE 25 - HOURS OF WORK**

25.01 Employees do not have a fixed work schedule. Each employee shall determine their flexible work week schedule based on assignment and effectiveness. Start time shall be between 8AM and 10 AM and finish time between 4PM and 6PM unless the manager and the employee agree on a different schedule.

The employees are responsible for completing their work assignment and meeting their assigned sales objectives.

25.02 It is understood that the Employer can establish a more rigid work schedule for the following reason:

- During the employee probationary period
- When an employee is on a performance improvement plan
- When the employee is late in is assignment (productivity concerns)
- When other operation’s requirement needs it.

25.03 The normal work week, set at thirty-seven point five hours (37.5) per week, is intended to establish the work assignment and calculate the basic hourly rate where required by the collective agreement.

**ARTICLE 26 - LEAVES WITH PAY**

26.01 Average Daily Earning

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

26.02 Annual vacations

a) A regular employee is entitled to 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<sup>st</sup> of that year to April 30<sup>th</sup> 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 or is taken ill or meets with an accident that lead to a STD or a LTD during the vacation, the Employer shall re-schedule the vacation or remaining portion of 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.

#### 26.03 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 pay, 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

#### 26.04 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 plus average daily earning 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 plus average daily earning and expenses.

#### 26.05 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 plus average daily earning. 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.

#### 26.06 Elections

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

#### 26.07 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.

#### 26.08 Funeral Leave

In the case of a death of a friend, working associate or relative not covered under article 26.07, 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.

#### 26.09 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.

#### 26.10 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 27 - LEAVE WITHOUT PAY**

27.01 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 28 - WAGE SCHEDULES**

28.01 The basic rates of pay are set as follow:

January, 1st 2011

	Signature, Elite and Acquisition	Advantage
Maximum	17.37 \$	16.17 \$
Minimum	11.29 \$	10.51 \$

January, 1st 2012

	Signature, Elite and Acquisition	Advantage
Maximum	17.72 \$	16.49 \$
Minimum	11.52 \$	10.72 \$

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

**ARTICLE 29 - SERVICE DATE**

29.01 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.

29.02 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 30 - PAY PROVISIONS**

30.01 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.

30.02 Performance increment

a) Based on the outcome of the employee annual performance review only, a progression increment up to seven percent (7%) 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	Performance increment
2.5 - 3	7.00%
2 - 2.5	4.66%
1.5 - 2	2.33%
0-1.5	0.00%

b) The performance increment will be based on:

The % of the employee's time worked during the calendar year.

The increase is based on the employee's regular base salary.

Employees will have to have effectively worked for a minimum of fifty percent (50%) in the past calendar year

Employees will have to be employed at the time of the payout.

#### 30.03 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.

#### 30.04 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.

#### 30.05 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 30.03.

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.

#### 30.06 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 31 - JOB POSTINGS, TRANSFERS AND PLACEMENTS

### 31.01 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.

31.02 The posting pursuant article 31.01 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.

### 31.03 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.

### 31.04 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 32 – LAYOFF**

### 32.01 Order of layoffs

Step 1. The Employer will notify the union in which channel and in which reporting center the lay-off will occur.

Step 2. The Employer will offer a voluntary termination package to any employee in the same channel who indicates a desire to leave. They will be offered the severance stipulated in this Article.

Step 3. The Employer shall first layoff its staff by abolishing the positions held by temporary employees.

Step 4. The next employee affected shall be the permanent employees with the least seniority in the channel.

Step 5. Overall performance shall be used as tie breaker in case of equality in seniority. By determining performance, the Employer, will look at criteria such as net gain, renewal, productivity, claims, acquisition, auto-renewal, product mix sell and values.

### 32.02 Options

The employee whose position has been abolished has two options: accept an available vacant position or accept severance package.

Within five (5) working days of receiving notice of the abolition of their position, the employee shall notify the Employer in writing of their choice. If the employee fails to notify the Corporation within the required time limit, they will have considered having chosen the severance package.

### 32.03 Option 1 - Vacant position

a) The Employer shall present to the employee affected by a layoff any vacant positions available at the time of the layoff for which they possess the requirements of the job.

b) An employee who is offered a position for which they have the qualification and ability but declines the position will be deemed to have resigned their employment and considered having chosen the severance package.

### 32.04 Option 2 - Severance package

The severance package is composed of the following:

a) Notice of termination of employment or compensation in lieu of notice of termination of employment pursuant to the terms of Alberta Labour Standards.

and

b) Severance equivalent to three (3) weeks for every year of service, prorated to the number of completed months worked, up to a maximum of fifty-two (52) weeks.

and

- c) Negative draw balance owed by the employee will be forgiven and will not have to be repaid.

### **ARTICLE 33 - DURATION**

33.01 This Agreement shall become effective and, unless otherwise specified or agreed between the parties from the date of its signature until March 31, 2012 inclusive.

33.02 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 34 - LETTER OF UNDERSTANDING**

34.01 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 35 - NOTICE TO NEGOTIATE**

35.01 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.

35.02 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.

35.03 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 36 - SIGNATURE**

IN WITNESS WHEREOF the parties hereto have caused this Collective Agreement to be executed by their duly authorized representatives this 30<sup>th</sup> day of March 2010.

YELLOW PAGES GROUP Co

International Brotherhood of Electrical Worker  
(IBEW)  
Local Union 348

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Andrea Atkinson  
Director of Sales,  
Western Region

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Dominic Proulx  
Senior Manager,  
Labour Relations

---

Mike Semeniuk  
Business Manager

---

Kim Adams  
Chief Steward

---

Dean Jager  
Senior Manager,  
sales, Western  
Region

---

Jerry Chen  
Human Resources  
Business Partner

---

Kurt Lange  
MAC - Advantage

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

AND

**YELLOW PAGES GROUP**  
(hereinafter called the Corporation)

Re: Sales Compensation Plan

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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**  
**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

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1 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.

2 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.

3 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.

4 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.

5 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**  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 348  
(hereinafter called the Union)

AND

YELLOW PAGES GROUP  
(hereinafter called the Employer)

Re: Bargaining Unit Definition

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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:

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;

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;

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;

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.