

**COLLECTIVE AGREEMENT**

Between

YELLOW PAGES DIGITAL & MEDIA SOLUTIONS LIMITED

(Hereinafter referred to as the "Employer")



And

Local Union 2228

International Brotherhood of Electrical Workers (IBEW)

(Hereinafter referred to as the "Union")



Sales Employees

January 1<sup>st</sup>, 2022 – December 31, 2025

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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: 158 - 2011) issued December 29, 2011 certifying Local 2228 International Brotherhood of Electrical Workers, 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 provide 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 – UNION INFORMATION**

3.01 Any notice sent by email to the employees must be submitted to the Director of Human Resources or his representative for their review first and communication will not be unreasonably denied before being sent by the union.

## **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 by electronic transfer on a monthly basis.

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 2228, IBEW,

shall as a condition of employment, remain members of Local 2228.

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;
- yearly salary;
- start date and end date (when known);
- hours worked in the pay period;
- home address;
- seniority dates;
- employment status (sick, maternity, disability, etc.);
- amount of union dues deducted.

5.02 This information will continue to be provided on a moving monthly 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, color, 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 in from participation in any union activities.

6.02 In the event that discrimination is alleged by a bargaining unit employee pursuant to this provision, the employee may:

- a) file a complaint under the Employer's policy and/or;
- b) file a grievance;
- c) file a complaint with the Human Rights Commission.

6.03 Grievances arising from Article 6.01 shall first be dealt with through the Yellow Pages Harassment, Discrimination and Workplace Violence Prevention and Management Policy. Once the dispute resolution mechanisms are agreed to by the parties, any grievance resulting from the complaint may be held in abeyance pending the results of the resolution process. Furthermore, employees are prevented from any other avenues of addressing the complaint, save and except applicable legislative procedures, until the complaint process has concluded. The complaint process shall not result in any unreasonable delay.

#### **ARTICLE 7 — TIME OFF FOR UNION STEWARDS**

7.01 Local Union Stewards may investigate and settle grievances, attend Union Management Council, during working hours, for a reasonable length of time, provided however, that arrangement is 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 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 at their normal basic hourly rate of pay plus a flat rate. This flat rate will be confirmed by the union and the total amount of daily reimbursement will be reimbursed by the Union within thirty (30) days offering invoiced by the Employer.

7.03 Members of the Union Negotiating Committee shall receive their normal basic hourly rate of pay plus a flat rate while traveling to and attending a negotiation meeting with the Employer. All time granted for this purpose will be confirmed and reimbursed by the Union within thirty (30) days offering invoiced by the Employer. Should negotiations extend into an employee's regular day off, equivalent time off will be granted later. 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 Union Stewards shall be given thirty (30) minutes paid time to meet new employees working in the

area. The employer shall invite the Union 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 Union 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 Union 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 Union Steward is available.

b) An employee is not entitled to have a Union 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 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 Union 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 twenty (20) 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 representative and/or Director of Sales. At any time during the twenty-day (20) period, the Union may request a meeting to discuss this matter before the Employer. When an employee or the Union files a grievance, it must be signed by the employee. 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 initiates the grievance shall, within thirty (30) 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.

10.07 The Union and the Employer may agree to use an Alternate Dispute Resolution process to resolve a grievance. The decision resulting from the ADR process agreed to by the parties shall have no precedential

effects. The intent is to have representatives of the parties, present their arguments to an agreed to third party for adjudication.

10.08 A probationary employee may file a grievance with the Human Resources representative regarding termination of their employment within ten (10) days of the termination.

- a) A meeting will be held within seven (7) days of receipt of the grievance to discuss and consider the termination decision. In attendance at this meeting will be the HR representative, the probationary employees' manager, a union steward and the probationary employee. The employer must respond within fifteen (15) days.
- b) If the union disagrees with the Employer's decision, within seven (7) days, the union will advise the Human Resources representative and request a second meeting which will be held within ten (10) days of the request. The Director of Sales, Director of Human Resources and the union steward will be present and discuss the grievance. The grievor may attend. The Employer will respond to the issues raised within seven (7) days. This decision is final and binding, except as described in 10.08 c)
- c) The parties agree that the Union may proceed to arbitration, by a mutually agreed single mutually arbitrator, in cases where the Union argues the decision to terminate a probationary employee was done by the Employer in bad faith, in an unlawful manner or in a discriminatory manner. The union bears the onus of establishing such conduct on the part of the Employer. There is no requirement for the Employer to establish just cause.
- d) All time limits can be extended by mutual agreement.

#### **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.

#### **ARTICLE 12 – UNION MANAGEMENT COMMITTEE**

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

12.02 The Union Management Committee will meet on a quarterly basis or as needed. The Union Management Committee 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 along with a union steward, Human Resources Director and Director of sales. 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 normal basic hourly rate, 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 may have any work normally performed by members of the bargaining unit performed by any other outsourcers or legal entity. Employer will take reasonable measures to ensure the contracting out does not result in the layoff of any employee employed on the date of execution of the Collective Agreement.

When the Employer wishes to engage a new external contracted Premise sale or Telesale representative, the employer shall provide notification to the Union Steward and the Western Business Representative.

### **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 Steward and union Office, 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.

16.04 The Employer shall ensure all policies are communicated and shared with employees.

### **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 endeavor to ensure its 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 with in seven (7) days after the meeting was held and will post the minutes at the work site.

## **ARTICLE 20 – PERFORMANCE REVIEW**

20.01 The Employer has the right to conduct performance reviews to evaluate employees' objectives and behaviors including things such as attitude, respecting corporate values, any insubordination cases, etc. Performance reviews are non-disciplinary and are not subject to the grievance and arbitration procedure.

20.02 Notwithstanding this provision, an Employee may challenge the contents of any performance review that is relied upon by the Employer in whole or in part to justify termination of employment.

## **ARTICLE 21 – ACCESS TO PERSONAL FILE**

21.01 Upon written request to the Human Resources representative, an employee is entitled to have a partial or total copy of their personal file. The Human Resources representative 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. All meal expenses exceeding the criteria established by the employer's policy will be deemed to be additional expenses incurred by employees and be borne solely by the employee.

Additional expenses such as flight ticket and accommodation incurred by the employees should be paid using their own credit card or any other payment mode and will need to present an expenses report for reimbursement. Any exception to this policy requires the approval from the Head of Sales.

## **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 Probationary employee

Probationary employee means an employee who has not completed their first twelve (12) working months worked of employment following the initial sales training. Probation may be extended through agreement with the union for a maximum of three (3) additional months if further assessment is required. An employee who is terminated from employment during the probation period may file a grievance as referenced in article 10.08.

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

24.03 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.

24.04 Average Daily Earning

Average Daily Earning is calculated annually as follows:

For MACs who have a full commissionable year, ADE is calculated by taking commissions, ADE and annual

bonuses (if applicable) that were issued during the full Active PP01-PP26 commission pay periods of the prior year divided by 260 working days in a year.

For MACs who do not have a full commissionable year, ADE is calculated by taking commissions and ADE issued on a rolling prior 26 full Active prior pay periods from the rep's sales start date divided by working days up to that point (max at 260). Any applicable annual bonuses issued to the rep during those active pay periods will be factored into the calculation in PP26 of the prior year or the last Active pay period, so they do not benefit from the bonus in their ADE calculation until the following year. This is to align when Over One (1) Year MACs also have their bonus included.

For MACs on a leave of absence (STD, LTD, Maternity, Parental leave), the ADE is calculated by taking commissions, ADE and applicable annual bonuses issued during their last 26 active pay periods. Leave pay period or removed from the calculations.

## **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 revenue assignment, and yearly sales expectations.

The employees are responsible for completing their work assignment and meeting all their annual sales expectations and 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 Sales improvement program
- When the employee is late in their assignment (productivity concerns)
- When other operation's requirements need it.

25.03 The normal work week is comprised of Five (5) work days 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 Annual vacations

a) A regular employee is entitled to vacation with pay comprised of normal basic hourly rate plus average daily earnings 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 (1) year	9.375 hours (1 day and 1/4) for each full month
One (1) year	112.5 hours - three (3) weeks
Two (2) to nine (9) years	150 hours - four (4) weeks
Ten (10) to nineteen (19) years	187.5 hours - five (5) weeks
Twenty (20) to twenty-four (24) years	225 hours - six (6) weeks

Any new employee hired after January 1, 2014 will not be eligible for a 6<sup>th</sup> week of vacation.

b) For the purposes of this paragraph, for a regular employee, employed or re-employed on or before the fifteenth (15<sup>th</sup>) 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 (16<sup>th</sup>) 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 year must be taken between January 1<sup>st</sup> of that year and April 30<sup>th</sup> of the following year as no vacation payout will be allowed.

d) 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.

e) An employee's vacation shall not be cancelled for any reason without the consent of the employee.

f) An employee shall not have the right to carry forward all or part of their vacation from one vacation period to another.

g) 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 during the vacation, the Employer shall re-schedule the vacation or remaining portion of vacation later in the calendar year for which the vacation is given or by April 30<sup>th</sup> of the following year

h) Where an employee resigns, is laid off or is dismissed before the end of the year, the employee may have taken unearned vacation and owes funds to the Employer. The Employer will recover monies resulting from unearned vacation from employees' final pay.

### 26.03 General Holidays

a) The following shall be recognized as General authorized holidays and will be paid normal basic hourly rate plus average daily earnings

- New Year's Day
- Family day
- Good Friday
- Victoria Day
- Canada Day
- Labor Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day

b) The following General authorized holidays shall also be recognized and will be paid normal basic hourly rate plus average daily earnings

- Floating Holiday
- Easter Monday
- Heritage Day
- Boxing Day

If required for personal or religious reasons, these General holidays listed in b) may be exchanged for an alternate day that is mutually agreed with management. For the floating holiday, employee may take it 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) An Employer 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 absents from work because 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 normal basic hourly rate. 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 normal basic hourly rate 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 normal basic hourly rate. 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. The employee shall be paid at their normal basic hourly rate.

#### 26.07 Bereavement Leave

In the case of a death in the immediate family member, employees will be given, if required, three (3) working days. In the case of a death of (Father, mother, spouse and children, step children), an employee shall if required, be given time off with pay up to a maximum of five (5) working days. The employee shall be paid at their normal basic hourly rate.

#### **NOTE**

a) Where an employee requests vacation time in addition to bereavement leave because 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 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 that have completed the probationary period are entitled to sick leave, and disability, pursuant to the Employer's sick leave policy. Employees shall be paid at their normal basic hourly rate of pay for sick absences less than five (5) consecutive working days. For an absence by reason of illness that exceed five (5) consecutive workdays, the Employer maintains in effect its short-term disability program.

If an Employee is absent from work because of illness or disability for longer than five (5) consecutive days, they must make an application for short-term disability (STD) benefits pursuant to the Employer's disability policy. If the Employee meets the criteria and is approved for STD benefits, the Employee will be entitled to receive such benefits in strict accordance with the Employer's disability policy. The Employer shall have no obligation to provide the Employee with compensation during any period of absence for illness or disability greater than five (5) consecutive days, unless required by the Alberta Employment Standards Code.

Determination of an Employee's eligibility for STD benefits is made by the Employer's outside administrator. If the outside administrator determines that the Employee is eligible to receive STD benefits, the outside administrator will determine the duration of such benefits. If the outside administrator determines that the Employee is not eligible to receive STD benefits or is not eligible to receive the full amount of STD benefits claimed, the Employee is entitled to appeal the decision of the outside administrator.

The decision of the outside administrator with respect to an Employee's appeal for STD benefits shall be final and binding on the Employee, the Employer and the Union.

If the outside administrator renders its decision that the employee still disagrees with then following procedure shall apply:

Where there is disagreement between the employee's attending physician and the outside administrator, the dispute, as defined by the parties, shall be submitted to an IME agreed to by the parties;

The employee must sign a consent to allow the benefit provider to disclose the medical file to the IME Physician.

Before rendering their decision, the IME Physician shall proceed with a medical consultation of the employee and full review of the medical file;



The IME Physician 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 IME shall be final and binding about the dispute, as defined by the parties; the fees and expenses of the IME 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 – COMPENSATION**

28.01 For the duration of the term, the annual base salary for Premise and Telesale channels employees will be:

	Premise Channel	Telesale Channel
Base salary	\$40,000	\$35,000

28.02 When a MAC returns from an absence of one (1) year or greater, they will be required to receive the Initial Sales training and travel will be necessary in order to attend the session.

#### 28.03

All variable compensation of the Employees, which includes bonus programs, special product sales incentive programs and commission programs (“Compensation”), shall not be governed by this Agreement and shall be set, determined and modified at the sole discretion of the Employer.

#### Discretionary Bonus Program:

Employees are eligible to participate in the Employer's discretionary variable Bonus Program, subject to the terms and conditions of the Bonus Program as may be amended from time to time. The Employer shall provide written notification to the affected Employee and the Union Steward and Western Business Representative describing the modification to take place. Such notice shall be provided not less than ten (10) calendar days before the modification is to take effect.

If the Employer decides to award such a discretionary bonus, the Employer shall determine, in its absolute discretion, the amount of the bonus to be awarded.

The payment of a discretionary bonus in any year shall not be considered a precedent for any later year and the decision to award (or not award) a bonus in future years remains in the Employer's sole and absolute discretion. A discretionary bonus payment shall not be considered part of the Employee's regular wages, and no bonus payment will be payable to Employees who are not actively employed by the Company on the date on which the bonus payment is to be paid out.

For this purpose, "actively employed" excludes any period subsequent to:

- (i) the employee's notice of resignation from employment, or
- (ii) the date upon which the Employer notifies the employee of termination of their employment with just cause; or
- (iii) the date on which an employee is notified of their permanent layoff.

For certainty, if an employee's employment is terminated with just cause or the employee is permanently laid off, or if an employee provides notice of resignation, and such event occurs before the date set by the Employer for payment of bonuses pursuant to the Bonus Program, the employee shall not be entitled to receive a bonus payment.

Bonuses earned in the previous fiscal year will not be unreasonably withheld.

#### **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.

#### **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.

## **ARTICLE 31 – JOB POSTINGS**

### 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, childcare leave, and adoption leave

All temporary transfer opportunities more than 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.

e) The Employer and the Union agree there may be times when there is a benefit to have new products or other sales initiatives considered on a limited trial basis. The Employer will inform the Union prior to the start of the project and also agreed to pay the clearance fees.

People doing the trial initiative may be employed for a maximum of eighteen (18) months on an hourly contract basis for the term of the trial and shall not be covered by the Collective Agreement unless such trial is being performed by a Premise employee whereby the Collective Agreement provisions remain in full force and effect.

31.02 The posting pursuant article 31.01 b) shall set out the job functions, qualifications, required knowledge, education, skills, classification, normal basic hourly rate and anticipated duration, if known, of the position. The Employer shall provide the Union with a copy of all postings.

### 31.03 Vacancy selection

The Employer will post any new opening on career site platform and the employees shall have five (5) working days to apply online for a position. In the event the same position becomes available within forty-five (45) days of the previous opening, the Employer will not have to re-open it and will be able to fill it with the candidate of their choice.

**ARTICLE 32 – LAYOFF**

32.01 Order of layoffs

Step 1. The Employer will notify the union of any lay-off that will occur. The Employer will provide a five (5) day notice to the Union before proceeding to any layoff and the Union agrees to sign a non-disclosure agreement (NDA).

Step 2. Layoff shall affect employees with the lowest overall assessment result which takes into account performance, such as net gain, renewal, productivity, claims, acquisition, auto-renewal, product mix sell and values.

32.02 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.

<b><u>Length of service</u></b>	<b><u>Notice period or Pay in lieu of notice</u></b>
Two (2) years or more, but less than 4 years	Two (2) weeks
Four (4) years or more, but less than 6 years	Four (4) weeks
Six (6) years or more, but less than 8 years	Five (5) weeks
Eight (8) years or more, but less than 10 years	Six (6) weeks
Ten (10) years or more	Eight (8) weeks

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 includes the legal notice of termination.

and

- c) Negative draw balance owed by the employee will be recuperated only once communicated and agreed to by the employee.

- d) In the case where the Employer decides to permanently close its operations, the Employer will inform the Union of its decision and the deadline.

### **ARTICLE 33 – DURATION**

33.01 This Agreement shall become effective and, unless otherwise specified or agreed between the parties on January 1<sup>st</sup>, 2022 until December 31<sup>st</sup>, 2025 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 have caused this Collective Agreement to be executed by their duly authorized representatives this \_\_\_\_\_.

YELLOW PAGES DIGITAL & MEDIA  
SOLUTIONS LIMITED

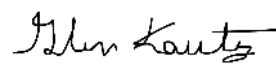
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS (IBEW)



Pierre Bédard  
Vice-President,  
Human Resources



Bruce Lambie  
Premise MAC



Glen Kautz  
Western Business  
Representative  
Local 2228 IBEW



John Melo  
Director Diamond  
and Premise Sales  
Channels -  
Western and  
Central Canada



Cassandra Vandel  
Premise MAC



Meaghan Olmstead  
Assistant Business  
Manager  
Local 2228 IBEW



Jean-Philippe  
Hunter Director,  
Human Resources



Paul Cameron  
Business Manager  
Local 2228 IBEW



John Ireland  
Senior Vice-President  
Organizational Effectiveness

**LETTER OF AGREEMENT  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 2228  
(Hereinafter called the Union)**

**AND**

**YELLOW PAGES DIGITAL & MEDIA SOLUTIONS LIMITED  
(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 bargaining units created for the sales employees;

Whereas the Employer and the Union have agreed as to the scope of the bargaining unit thus created, THEREFORE, the parties confirm their agreement as follows:

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.

This agreement shall remain in effect (unless modified in writing by the parties) for so long as Yellow Pages Digital & Media Solutions Limited owns and operates the business to which these bargaining rights pertain.

**LETTER OF UNDERSTANDING  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 2228  
(Hereinafter called the Union)**

**AND**

**YELLOW PAGES DIGITAL & MEDIA SOLUTIONS LIMITED  
(Hereinafter called the Employer)**

This LOU will serve as a codification of the intent of the changes adapted into Article 15 - Contracting Out during the current round of negotiations.

The employer agrees that the intent of the changes in Article 15 is as follows:

- To enable the employer to partner with legal entities who may wish to sell the employer's services to their customers and to enable the employer to supplement internal headcount

This LOU will be reviewed at the expiration of the current agreement.