

COLLECTIVE AGREEMENT

BETWEEN:

TRADER CORPORATION (B.C.)

(the “Employer”)

AND:

**LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

(the “Union”)

JANUARY 1, 2013 TO DECEMBER 31, 2014

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ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees (except students hired on an occasional and temporary basis for no more than three weeks at a time to perform general housekeeping, moving and storing of files) at and from 1 W -3555 Gilmore Way, Burnaby, BC , except those excluded by the Code.

ARTICLE 2 - GENERAL

2.01 Discrimination

The Union and Employer will apply this Collective Agreement to all employees without discrimination and in accordance with the *Human Rights Code*. There will be no discrimination or intimidation by supervisors, managers or other agents of the Employer or by Union representatives or members against any employee because of the employee's membership or non-membership in the Union, or by virtue of his/her holding office in the Union.

2.02 Induction

As part of the induction procedure and within the first two weeks of employment, the Employer will introduce new employees to a Shop Steward designated by the Union and provide each new employee with a copy of this Collective Agreement.

2.03 Contracting-out

The Employer will not contract out work normally performed by employees covered by this Collective Agreement that will result in the layoff of bargaining unit employees.

2.04 Work Jurisdiction

Management or other excluded employees will not perform work normally assigned to bargaining unit employees except for training and emergencies such as staff shortages, equipment failure, power outages, instances of force majeure, and where a deadline is in serious jeopardy of not being attained, all of which must be unforeseeable and unanticipated.

2.05 Protection of Pre-existing Conditions

- (a) No employee will suffer a reduction of wages, commissions, allowances, equipment, or bonuses because of the provisions in this Collective Agreement, except by agreement.
- (b) There will be no reduction of wage rates during the term of this Collective Agreement except in the case of voluntary demotion.
- (c) The Employer will continue to provide free ads for their personal use in accordance with the Employer's current policy to all employees in all of their publications.

2.06 Union Bulletin Boards

The Employer will supply a bulletin board in a suitable location, for the exclusive use of the Union at each of the Employer's offices. The Union will have unrestricted access and control of the Union bulletin boards. The bulletin boards will be no less than ten (10) square feet.

2.07 Shop Stewards

The Employer acknowledges the right of the Union to delegate Shop Stewards to represent employees in the administration of this Collective Agreement. The Shop Steward will not conduct any Union business that does not pertain to the execution of this Collective Agreement during working hours and will be expected to perform his/her regular duties efficiently. If s/he is required to leave his/her job for the processing of grievances, s/he will obtain the permission of his/her supervisor before doing so.

2.08 At any negotiations for the purpose of collective bargaining, the bargaining unit will be represented by a local union negotiating committee of a maximum of five (5) employees elected or otherwise appointed from the bargaining unit by the Union.

2.09 Personnel Files

Each employee may obtain access to his/her personnel file for the purpose of examining the file by directing a written request for access to the Human Resources Department. Within fifteen (15) working days of receiving such a request, the Human Resources Department will provide access.

ARTICLE 3 – DEDUCTION OF UNION DUES & UNION MEMBERSHIP

- 3.01** The Employer agrees to provide for the deduction of regular union dues (as appropriately certified to the Employer by the Union) through payroll deductions and will forward the same to the Financial Secretary of the Union by cheque payable to the Union once per month.
- 3.02** The Employer will begin to make dues deductions when it receives instruction to do so from the employee in writing on a form provided by the Union to the Company for this purpose.
- 3.03** All employees in the bargaining unit who, at the time of the signing of this Collective Agreement, have authorized the deduction of union dues in accordance with the above will continue to have such deductions made during the term of this Collective Agreement.
- 3.04** An employee covered by the terms of this Collective Agreement will complete a dues authorization form and apply for Union membership within thirty (30) days of the date his or her employment commences, and s/he will become and remain a member in good standing of the Union as a condition of employment. The Employer will provide a copy of each signed dues authorization form to the Union in the week immediately following the one during which the authorization was signed.
- 3.05** The Employer will advise the Union's Financial Secretary about employees hired or laid off, indicating the employee's name, address, social insurance number, occupational classification, and hiring date. This information will be forwarded to the Union with the monthly dues information.

ARTICLE 4 – CHANGE OF EMPLOYER NAME

- 4.01** The Employer agrees that in the event it changes its name, it will notify the Union in writing, specifying its new name.

ARTICLE 5 - MANAGEMENT FUNCTIONS

- 5.01** The management, control, and operation of the Employer's business, and the supervision, direction, and promotion of the working force are vested exclusively in the Employer, subject to the terms of this Collective Agreement. The Employer retains all rights and responsibilities not specifically modified by this Collective Agreement, subject to the laws of the Province.

ARTICLE 6 - TECHNOLOGICAL CHANGE

- 6.01** If the Employer introduces or intends to introduce a measure, policy, practice, or change that affects the terms, conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies:
- (a)** the Employer will give notice to the Union at least sixty (60) days before the date on which the measure, policy, practice, or change is to be effected, and
 - (b)** after notice has been given, the Employer and the Union will meet and bargain in good faith, and endeavor to develop an adjustment plan, which may include provisions respecting any of the following:
 - (i)** consideration of alternatives to the proposed measure, policy, practice or change including amendments of provisions of the Collective Agreement
 - (ii)** human resource planning and employee counseling and retraining
 - (iii)** notice of termination
 - (iv)** severance pay

- (v) entitlement to benefits, including early retirement
- (vi) a bipartite process for overseeing the implementation of the adjustment plan

- 6.02** If after meeting in accordance with the above the parties have agreed to an adjustment plan, it is enforceable as if it were part of the Collective Agreement between the Employer and the Union.
- 6.03** The above do not apply to the termination of the employment of employees referred to in Section 49.2 of the *Employment Standards Act*.
- 6.04** Where employees are to be displaced as a result of technological change (or phasing out of servicing) introduced by the Employer, the Employer will endeavor to give preferential consideration to training such employees for the new skills that may be required of employees in the bargaining unit, provided such displaced employees have the skill, ability and experience to satisfactorily undergo the appropriate training.

ARTICLE 7 - CLASSIFICATIONS, JOB DESCRIPTIONS, & RATE DISPUTES

7.01 New Classifications

The Employer may propose a new classification during the term of the collective agreement provided it does not impinge on existing classifications. The proposal will be in writing to the Union and will include a job description and proposed pay rates. The Union and the Employer will consult on the proposal in an effort to reach agreement.

7.02 Amended Classifications

If the Employer makes a substantial change to the duties or requirements of an existing classification, it will provide the Union with a new job description and propose new pay rates. The parties will meet to negotiate a new wage rate.

7.03 Rate Disputes

If the Employer and the Union are unable to agree on the rates of pay for a new or amended classification, either party may refer the matter to an agreed upon arbitrator for a binding decision, which will be implemented retroactively.

7.04 Existing Classifications

The Employer will issue a job description for each existing job classification. The parties acknowledge that job descriptions do not form part of the Collective Agreement and any dispute with respect to the content of such job descriptions is not subject to the grievance and arbitration provisions in this Collective Agreement.

ARTICLE 8 – PART-TIME & TEMPORARY EMPLOYEES

8.01 Part-time Employees

- (a) A part-time employee is one who is hired to normally work fewer than thirty-seven and one-half (37½) hours per week.
- (b) A part-time employee will advance on the schedule of minimum salaries and will receive all benefits in accordance with his/her length of service with the Employer. They will receive credit for time served for the purposes of seniority and service as if they were full-time employees.
- (c) Part-time employees working 22.5 hours or more per week will receive pro-rated vacation entitlements proportionate to their normal work week in relation to a full-time work week (e.g., a part-time employee working four, seven-and-one-half-hour days will receive 80% of the full-time entitlement, i.e., 4 paid vacation days per week of vacation).
- (d) All part-time employees will receive pro-rated statutory holiday pay proportionate to their normal work week in relation to a full-time work week (e.g., a part-time employee working four, seven-and-one-half-hour days will receive 80% of the full-time pay for a statutory holiday, i.e., 6 paid hours for each statutory holiday).

- (e) Part-time employees who regularly work fewer than (22.5) hours per week will receive their vacation pay on their bi-weekly pay cheques and may schedule unpaid vacation leave in accordance with Clause 12.04.
- (f) The Employer will offer part-time employees extra straight-time shifts caused by variations in departmental staffing requirements. For those part-time employees willing to work extra straight-time shifts, such shifts will be offered in order of Classification Seniority.

8.02 Temporary Employees

- (a) The parties recognize the right of management to hire employees on a temporary basis. A temporary employee is one employed for a special project or for a specified period of time, in either case not to exceed four (4) months. Temporary employees can be hired for twelve (12) months for Maternity Leave or for performing project work for IS/IT department. Temporary employee terms can be extended by mutual agreement between the Union and the Employer. The Union will be notified in writing as to the nature of work of any temporary employee and the duration of such work.
- (b) Temporary employees will be excluded from all terms of this Collective Agreement except the grievance and arbitration procedures, hours of work, general wage provisions, and overtime sections; and they will be covered by the Union shop and check-off provisions. Statutory holiday benefits will be provided in accordance with the terms of the *Employment Standards Act* and its regulations.
- (c) The Employer agrees that a temporary employee rehired within four (4) months after termination of temporary employment will no longer be considered a temporary employee under this Collective Agreement and will be given credit for his/her prior hours worked.

8.03 When a part-time or temporary employee becomes a full-time employee, s/he will be credited with service equal to the actual time previously served (i.e., calendar months of continuous service).

8.04 Part-time or temporary employees will not under any circumstances be used to displace or eliminate a full-time employee.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 A grievance is any difference of opinion or dispute between an employee covered by this Collective Agreement and the Employer, or between the Union and the Employer, with respect to the interpretation or application of any provision of this Collective Agreement.

9.02 Step One:

Any grievance will first be presented orally or in writing by the employee and/or his/her Union Steward to the immediate manager concerned within twenty (20) working days of the date of the incident or occurrence giving rise to the alleged violation or the date the Union first knew or should have known about the incident or occurrence giving rise to the alleged violation. Where the grievance is presented by the Steward, the aggrieved employee will be present at any discussion if the manager or the Steward so requests. If the grievance is presented in writing, the manager will give his/her response, in writing, within five (5) working days of being presented with the grievance.

9.03 Step Two:

If the decision of the manager is not satisfactory, the grievance may be referred by the Shop Steward to the Union Business Manager and/or his/her assistant who will notify the Employer in writing within ten (10) working days of the decision at the first stage of the Union's desire to have further discussion of the issue with the manager of Human Resources. The manager of Human Resources will render a written decision within five (5) working days of hearing the grievance.

9.04 If the grievance is not satisfactorily disposed of at Step 2, it may be referred to a Board of Arbitration, optional arbitration mechanism, or single Arbitrator, as provided herein.

9.05 The time limits set out above may be extended by mutual agreement at any stage. If the time limits provided for above, and any mutually agreed upon extensions are not observed by the Union, the grievance will be considered as withdrawn; if such time limits, or any agreed upon extension, are not observed by the Employer, then the grievance will be considered to have advanced to the next stage.

9.06 A dispute between the Union and the Employer in which either party alleges that there has been a misinterpretation, violation or non-application of this Collective Agreement, or any of the provisions hereof, may be taken up as a grievance and in such case will be submitted in writing by the aggrieved party and the party receiving such grievance will arrange a meeting within ten (10) working days to discuss the issue(s). A decision in writing will be given within five

(5) working days, or within any longer period which may be mutually agreed upon, after the meeting has been held. If the matter is not satisfactorily disposed of in this way, such Union or Employer grievance may then be referred to arbitration.

ARTICLE 10 - ARBITRATION

10.01 Board of Arbitration

After a grievance has been processed through all the stages provided for in Article 9, Grievance Procedure, if either party requests that such grievance be submitted to arbitration they will, within ten (10) working days of receiving the decision under the last step of the grievance procedure outlined in Article 9 make such a request in writing addressed to the other party and at the same time appointing a nominee to the Board of Arbitration. Within five (5) working days thereafter, the other party will appoint a nominee to the Board. The nominees will then select a third person by mutual agreement to act as Chairperson of the Board of Arbitration. Should they fail to agree upon a Chairperson, they will request the Honourable Minister of Labour of the Province of British Columbia to name a person to fill the position.

10.02 Optional Arbitration Mechanisms

Notwithstanding the provisions referred to herein, a party may refer the matter to arbitration as provided herein or under Sections 104 or 105 of the *Labour Relations Code*.

10.03 Single Arbitrator

The parties agree that a single arbitrator selected from the Investigator/Arbitrator roster set out below may be utilized.

10.04 Arbitration Hearings

(a) As soon as an Arbitrator or Board of Arbitration has been appointed, the Arbitrator or Board of Arbitration will be encouraged to commence the hearing within five (5) days and further encouraged to render a decision within fourteen (14) days.

(b) In order to expedite the arbitration process, the parties agree that they will meet to discuss their understanding of the issue or issues to be placed before the Arbitrator or Board of Arbitration, and to prepare a statement of all facts, which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be prepared in written form and placed before the Arbitrator or Board of Arbitration by agreement of the parties.

(c) Each party to the arbitration will bear its own expenses and one-half the expense associated with the appointment of the Arbitrator. Where a Board of Arbitration is utilized, each party will pay the fees and expenses of its nominee and one-half the fees and expenses of the Chairperson.

10.05 Authority of Arbitrator

(a) The parties to the arbitration recognize that the authority of an Arbitrator or Board of Arbitration is set out in Section 89 of the *Labour Relations Code*.

(b) An Arbitrator or Board of Arbitration will have jurisdiction to interpret the provisions of this Collective Agreement as is necessary to the determination of a grievance. Except as set out in Clause 7.03 or

unless the parties otherwise expressly agree, an Arbitrator or Board of Arbitration will not have jurisdiction to alter, add to, subtract from, or modify any of its terms.

(c) The award of an Arbitrator or Board of Arbitration is final and binding.

10.06 Investigators/Arbitrators

- (a) The parties have agreed that for the term of this Collective Agreement the persons named below will be recognized as their "Investigators or Arbitrators" subject to receiving their respective consent to their appointment.
- (b) The selection of a particular named individual will be done on a rotation basis starting with the first name on the list.
- (c) The named Investigators/Arbitrators are Rod Germaine, Jim Dorsey, and Joan Gordon.

ARTICLE 11 – DISCIPLINE & DISCHARGE

11.01 Prompt Investigation

Whenever there are complaints about an employee's behaviour, actions, etc., the Employer will discuss the matter with the employee within forty-eight (48) hours of the complaint being lodged with the Employer.

11.02 Representation at Time of Discharge

- (a) When the Employer discharges an employee, his/her Steward will be present and informed at the same time. In the absence of the Steward, the employee who has been designated by the Union to assume the role in his/her absence will attend in place of the Steward. If neither is available, the Employer will notify the Union office of the dismissal immediately after informing the employee.
- (b) The Union will provide the Employer with a list of employees designated to assume the role of absent shop stewards.

11.03 Discharge Grievance

If the employee feels that s/he has been unjustly discharged the matter will be taken up as a special grievance by the Shop Steward not later than the fifth regular working day after the employee has been advised s/he has been discharged from the Employer. Such grievance will be processed in the manner provided for in Articles 9 and 10 except that the parties may agree to waive any of the preliminary steps prior to Step 2 of the Grievance Procedure.

11.04 Just Cause

The Employer will not discipline or discharge an employee except for just and reasonable cause.

ARTICLE 12 – SENIORITY & SERVICE

12.01 Seniority Principal

The parties agree to be bound by the principals of seniority provided the employees possess the necessary qualifications to do the work.

12.02 Uses of Seniority

Employees may use their seniority to bid on vacant positions, to exercise recall rights, to bid on shift schedules, schedule vacations, or to bump other employees to avoid layoff.

12.03 Determining Length of Seniority and Service

- (a) Company Seniority is measured from the date of hire and Classification Seniority is measured from date of selection for a specific classification.
- (b) To determine length of service for benefit and vacation entitlement, the amount of service is deemed to equal the total amounts of continuous service the employee has provided to the Employer.

12.04 Seniority Lists

On January 1st of every year, the Employer will post a seniority list showing Classification Seniority, Company Seniority, and length of service for benefits for each permanent employee (i.e. for those who have completed probation). A copy of the seniority list will also be sent to the Union Office.

12.05 Loss and Retention of Seniority

- (a) Seniority ceases to exist for an employee in the event of termination, resignation, expiry or surrender of recall rights, or a failure to return to duty within one (1) week of notice of recall to the laid off employee's former position.
- (b) Employees will retain and continue to accrue seniority during any leave of absence under Article 20 of this Collective Agreement.

12.06 Probation

- (a) New employees will have probationary status for the first six (6) months of continuous active employment. This probationary period may be extended by agreement between the Union and Employer.
- (b) During the probationary period, new employees will be given a clear explanation of their job duties by the Employer. The Employer will point out any demonstrated shortcomings to the probationary employee and set targets and time limits for necessary improvements. If s/he fails to meet those requirements or demonstrates that s/he is not suitable during the probationary period, the Employer may terminate his or her employment. Probationary employees have access to the grievance procedure for disciplinary issues and all other issues. However, the standard for justifiable termination will be lack of suitability and not the higher standard of "just cause".
- (c) If the Employer retains a new employee beyond the probationary period, the employee becomes a permanent employee and acquires seniority retroactive to their hire date.
- (d) During the probationary period, the probationer has no priority for shift scheduling or assignment. If the Employer finds it necessary to layoff a probationer for shortage of work, the Employer can freely choose which probationers will be laid off.

ARTICLE 13 - VACANCIES

13.01 Posting and Filling Vacancies

- (a) All vacancies in the bargaining unit will be posted for a period of seven (7) consecutive days, and employees may apply for the vacancies during this period.
- (b) Provided the applicants have the required skills and abilities to perform the job, except for Business Solutions_Advisor_, the Employer will fill vacancies from among the applicants in the following order:
 - i. Based on Classification Seniority within the posted classification, and
 - ii. Based on Company Seniority.
- (c) notwithstanding the above, the Employer shall select the successful applicant(s) for the classification Business Solutions Advisor on the basis of required skill, experience and ability to perform the job. If the successful applicant moves to the vacancy from another classification, s/he will fill the vacancy on a trial basis for up to three (3) months. At any time during this period, subject to operational requirements, the employee may revert to his or her former position if s/he chooses to do so; and the Employer may return the employee to his or her former position if s/he proves incapable of successfully performing the new duties.

- (d) Employees are not eligible to apply for positions until they have successfully completed their probationary period.

13.02 Bidding on Classification Schedules

When a new additional shift is to be introduced, the Employer will post the new, additional shift as a vacancy or vacancies; and employees may bid on the vacancy or vacancies. The Employer will endeavour to maximize full-time weekly shifts.

ARTICLE 14 – LAYOFF & RECALL

14.01 Layoff

- (a) The Employer will designate employees for layoff by classification in reverse order of Company Seniority.
- (b) If an employee facing layoff either cannot bump or does not wish to bump, that employee will be laid off and entitled to recall for one (1) year.
- (c) During the one-year layoff/recall period, the employee retains recall rights to the employee's former position and bidding rights to any vacancy which occurs.

14.02 Bumping Rights

- (a) If an employee is to be displaced from his/her position or his/her hours are to be permanently reduced, s/he may exercise his/her Company Seniority to bump any employee within the same classification and department.
- (b) If the employee facing layoff is unable to exercise his/her Company Seniority to bump someone in his/her own classification and department, s/he may exercise his/her Company Seniority to bump the least senior employee in any equally or lesser paid classification within his/her department. In order to do this, the employee facing layoff must have the necessary skill and ability to perform the job. There will be a trial period of up to three (3) months. At any time during this trial period, the employee may elect to be laid off and the Employer may elect to lay off the employee if s/he proves incapable of successfully performing the new duties.
- (c) If the employee facing layoff is unable to exercise his/her Company Seniority to bump someone in his/her own department, s/he may bump the least senior employee in any previously held classification in any department provided s/he has the immediate ability to produce a normal quantity and quality of work in the job into which s/he is bumping.
- (d) If the employee facing layoff is unable to exercise his/her Company Seniority to bump into a previously held classification in any department, s/he may exercise his/her Company Seniority to bump the least senior employee in any department within which the employee has previously worked provided s/he has the immediate ability to produce a normal quantity and quality of work in the job into which s/he is bumping.
- (e) An employee unable or unwilling to exercise any of the foregoing options will be laid off.
- (f) An employee designated for layoff may only bump an employee in the same or lesser-paid classification and a part-time employee may only bump another part-time employee who regularly works the same or fewer hours per week.

14.03 Recalls

- (a) A laid-off employee will be notified of recall if the Employer wishes to fill a vacancy in the classification from which s/he was laid-off. Where a laid off employee is recalled to work, s/he is required to report to work within seven (7) days of notification.

- (b) All job vacancies covered by this Collective Agreement will be posted on the Employer's website, and it is the laid-off employee's responsibility to keep current of the posted vacancies. Where a laid off employee successfully bids on a vacancy, s/he is required to report to work within seven (7) days of notification of his/her selection.

If there is more than one vacancy for which the laid off employee may be eligible, the employee can express a preference in his/her bids for those vacancies and that preference will be honoured if the employee has sufficient seniority to obtain more than one of the vacancies.

14.04 Termination of Recall Rights and Employment

Once an employee is recalled to his/her previous classification or successfully bids on any vacancy, his/her layoff/recall status is ended. If the laid-off employee is not recalled and not selected for a vacancy within the one-year layoff/recall period, the employee is deemed to be terminated and his/her recall rights are lost.

ARTICLE 15 - HOURS OF WORK & OVERTIME

15.01 Regular Shifts for Full-time Employees

A regular full-time shift will be eight (8) consecutive hours, five (5) consecutive days per week or ten (10) consecutive hours, four (4) consecutive days per week, including a one-half (½) hour unpaid lunch and two (2) fifteen (15) minute paid coffee breaks. Full-time employees are guaranteed a full work week of thirty-seven and one-half (37½) paid hours.

15.02 Part-time Shifts

- (a) Part-time employees may be scheduled for shifts of lesser duration. However, no employee may be scheduled for a shift of less than four (4) hours.
- (b) Shifts of less than five (5) scheduled hours will include one (1) paid fifteen (15) minute coffee break, but no lunch period.
- (c) Shifts of five (5) hours or more will include a one-half (1/2) hour unpaid lunch and one (1) fifteen (15) minute paid coffee break.
- (d) Shifts of seven (7) hours or more will include a one-half (1/2) hour unpaid lunch break and two (2) fifteen (15) minute paid coffee breaks.

15.03 Weekends

- (a) Shifts will be scheduled to ensure all employees have a weekend comprised of not less than thirty-two (32) consecutive hours free from duty in a contract week. If the Employer schedules an employee such that the employee has less than thirty-two (32) consecutive hours free from duty in a contract week, the employee will be paid compensation at two (2) times the employee's regular rate for the amount of time by which the thirty-two (32) hours are reduced.
- (b) The contract week is defined as beginning at midnight Sunday and running to 11:59 p.m. the following Sunday night.
- (c) If the Employer wishes to schedule a regular shift schedule with a Sunday - Monday weekend of not less than thirty-two (32) hours off, the Union may consent to relieve against the thirty-two (32) hours free from work having to occur within the contract week. In such case, the thirty-two (32) hour period would span the end of one contract week and the beginning of the next, but the double rate penalty would still apply equally if the thirty-two (32) hour period free from work is reduced except where circumstances are beyond Employer control.

15.04 Time Off Between Each Shift

- (a) Employees are entitled to a minimum of eight (8) hours free from duty between shifts. To the extent possible and practical, the Employer will construct weekly shift schedules to ensure that employees have not less than twelve (12) hours free from duty between shifts.

- (b) If an employee works hours such that the employee has less than eight (8) hours free from duty between shifts, the employee will be paid for the shortage of time off at two (2) times the employee's regular rate.

15.05 Shift Changes – Full-time Employees

- (a) If the Employer finds it might be necessary or advisable to change the number of full-time employees on one shift in favour of another (i.e., reduce the number of employees in a classification on one shift and increase the number of employees in the same classification on another shift), it will consult the employees who might be affected by the change. The parties agree that this consultation is not an approval mechanism and the sole purpose of the consultation will be to hear the employees' reactions and suggestions.
- (b) Where the Employer has decided to change the number of full-time employees on one shift in favour of another, the Union and the full-time employees in the affected classification will be notified no later than one (1) week prior to the implementation of the change.
- (c) On request of the Union, the Employer will meet and discuss the new staffing levels with employees in the classification. Where there are more than enough employees wanting to fill the vacant positions created, seniority will determine who fills the vacancies. Where there are insufficient volunteers, employees will be assigned to the vacant positions by reverse seniority.

15.06 Shift Changes – Part-time Employees

The Employer will endeavour to provide part-time employees with one (1) week of notice of a shift schedule change.

15.07 Employer Scheduling Flexibility

Within the confines set out above, the Employer is free to construct weekly shift schedules to meet the demands of the business.

15.08 Overtime

- (a) Employees who normally work 7.5 hour shifts but less than 9.5 hours, will be paid overtime at one and one-half (1 ½) times their regular rate of pay for the first two hours and at two (2) times their regular rate of pay thereafter.

Employees who normally work 9.5 or 10 hour shifts will be paid overtime at two (2) times their regular rate of pay for all time worked in excess of their normal shift.

Full-time employees who normally work four (4) days per week will be paid overtime if required to work a fifth day at one-half (1 ½) times their regular rate of pay. Where these employees are required to work in excess of their regular shift on the fifth day, or on a sixth or seventh day, they will be paid at two (2) times their regular rate of pay.

Full-time employees who normally work five (5) days per week will be paid overtime if required to work a sixth day at one-half (1 ½) times their regular rate of pay. Where these employees are required to work in excess of their regular shift on the sixth day or on a seventh day they will be paid at two (2) times their regular rate of pay.

Part-time employees who work in excess of forty (40) hours per week will be paid overtime for the additional hours at one-half (1 ½) times their regular rate of pay. Part-time employees who work in excess of forty-eight (48) hours per week will be paid at two (2) times their regular rate of pay.

- (b) In case of overtime as an extension of a normal work day a paid fifteen (15) minute break will be provided if the employee is required to work two (2) hours or more.

- (c) Overtime time will be on a voluntary basis and will be equitably distributed among those normally performing the work to be done. Where there are insufficient volunteers, employees may be required to work overtime by reverse seniority in the classification(s) required.
- (d) The Employer will permit employees to accumulate overtime credits as a result of having worked overtime. Such overtime credits are to be compensated for with time off with pay in lieu of pay for overtime. Time off in lieu will be taken at a time mutually agreed to between the employee and the Employer. This time must be taken no later than in the quarter following the quarter in which it was earned.
- (e) The Employer will provide employees with quarterly statements which indicate all banked overtime credits at the appropriate overtime rates (i.e. if the employee works one (1) hour overtime which would be payable at two (2) times the rate, it will be recorded as two (2) banked hours).

ARTICLE 16 - SHIFT PREMIUMS

16.01 All employees who work a shift with the majority of hours falling between 8:00 p.m. and 6:00 a.m. will receive a shift premium of \$1.00 per hour.

ARTICLE 17 - REPORT & CALL BACK PAY

17.01 If an employee reports for work as instructed on any day and work is not available for any reason, the employee will be paid an amount equal to four (4) hours straight-time pay.

17.02 If an employee's shift is cut short by the Employer for any reason after the employee has commenced work, the employee will be paid for the whole shift.

17.03 If an employee has completed their scheduled shift and left the premises and is subsequently requested to return and perform additional duties, the employee will receive a minimum 2 hours overtime pay and pay for all the applicable overtime rates for time worked thereafter.

ARTICLE 18 - HOLIDAYS

18.01 The following will be recognized as paid holidays:

New Year's Day	Labour Day
<u>Family Day</u>	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

Any additional holiday declared by the Federal or Provincial Governments.

18.02 An employee who works on a holiday must be paid all hours worked for that day at a rate of one and one-half (1½) times their regular hourly rate. In addition, the employer must, at the employee's election, give the employee another working day off with pay or pay in lieu of another working day off with pay.

18.03 If a holiday falls on a non-working day, an employee is entitled to an alternative working day off with pay at another time not later than the employee's annual vacation, or at termination.

18.04 If a holiday falls during an employee's annual vacation, that employee is entitled to an alternative day off with pay as part of the vacation, or at another time not later than the employee's next annual vacation, or at termination.

18.05 In the case of commissioned sales representatives and any other employee who is paid on a commission or similar basis, the amount of a regular day of pay is determined by dividing total earnings in the previous pay period by the number of days and fractions of days worked in that preceding pay period.

- 18.06** In the event of layoffs, which last less than fourteen (14) working days, employees will be paid for statutory holidays, which occur within the layoff period, on the following basis:
- (a) An employee with a regular schedule of hours who has worked at least fifteen (15) of the thirty (30) calendar days prior to a statutory holiday is entitled to a regular day of pay for the holiday.
 - (b) An employee who has worked irregular hours on at least fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to an average day of pay for the holiday. This amount is calculated by dividing the total wages, excluding overtime, earned in the thirty (30) day period by the number of days worked.
 - (c) An employee who has worked fewer than fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to pro-rated statutory holiday pay. This amount is calculated by dividing the total wages earned in the thirty (30) day period by fifteen (15).
- 18.07** Any employee who is owed a day off with pay for any reason can request that that amount is paid out and management will comply with that request. Payment will be made within thirty (30) days.
- 18.08** The Employer will provide employees with quarterly statements which indicate the number of paid days off that are earned in that quarter as well as the total number of accrued paid days off.

ARTICLE 19 - ANNUAL VACATIONS

19.01 Vacation Time / Vacation Pay

All employees are entitled to take vacation as vacation time is earned; part-time employees' vacation time will be pro-rated. After the first year of employment, the common anniversary date of all employees is January 1. As of this date, all employees are credited with the amount of vacation earned by them.

All classifications (effective date of ratification)

<u>Length of Service</u>	<u>Vacation Time</u>	<u>Vacation Pay</u>
Year 1	entitlement as per amount accrued	
Year 2	3 weeks	6%
Year 5	4 weeks	8%
Year 10	5 weeks	10%

For temporary employees, vacation pay at 4% of total wages will be paid out with each cheque.

19.02 If the vacation provisions under *Employment Standards Act* change to provide for more vacation than contained in this Collective Agreement, then the provisions under the *Employment Standards Act* will apply.

19.03 Anniversary Date

As the vacation year runs from January 1 to December 31, vacation days are granted on January 1 of each year and must be taken by December 31 of that year. All vacation time due or payable must be taken by December 31 of the calendar year in which it is earned, with the exception of the first year of employment. Carry-over vacation is only permitted in exceptional circumstances such as prolonged illness or maternity leave. In this case, a written request must be submitted for management approval. No carry-over vacation can exceed one year's entitlement.

19.04 Annual Vacation Scheduling

(a) Vacation Calendar

Prior to November 1 of each year, the Employer will post a calendar by department upon which each employee will select by Company Seniority within that specific department their vacation period for the following year. Scheduling of vacations will be subject to departmental requirements. Employees will indicate their preference for vacation periods on the basis of Company Seniority and the employee's preference will not be unreasonably denied, subject to sufficient staff coverage within each department.

(b) Length of Posting

The calendar will remain posted until March 1 of the vacation year.

(c) Vacation Selection

Employees who have not selected their vacation by March 1 will *not* be entitled later to select vacation periods by seniority.

Employees that do not select *all* of their vacation entitlements on the calendar will be allowed to schedule vacations at a later date, provided it does not affect the scheduled vacations of other employees.

(d) Employer Approval

The Employer will approve the calendar no later than April 1.

(e) Calendar Changes

Changes may not be made to the schedule after March 1 unless by mutual approval between the Manager and the employee.

19.05 Conditions for Commissioned Sales Representatives

(a) A commissioned sales representative is required to submit, in advance of his or her vacation, ad runsheets for any issue(s) that will be published during the vacation. Commissions will be paid on the totals of those run sheets. A commissioned sales representative will also receive commissions on any ads received while he or she is on vacation, provided the sales representative had worked on those accounts prior to his or her vacation and had included them on the list of "maybes" and "leads" submitted to the District Sales Manager. In cases where there is a dispute, the matter will be referred to the grievance procedure.

(b) The representative will not receive commissions from any new ads or accounts secured from his or her territory during the vacation that had not run with the Employer before or that the sales rep had not been aware of; but upon the return of the representative, those accounts become his or her's if the new ad was not brought in by another rep.

(c) The onus will be on the Employer to find replacement sales representatives to cover the representative's territory while s/he is on vacation.

19.06 Recovery of Overpayment

If an employee is terminated for any reason other than one arising from the employee's death, the Employer may adjust the employee's final pay cheque to recover any overpayment of vacation pay.

ARTICLE 20 – LEAVES OF ABSENCE

20.01 Bereavement Leave

(a) In the event of a death of the spouse/legal partner or child of a full-time employee will be granted up to five (5) days of leave of absence commencing with the date of death and concluding with the day following the funeral. Such leave will be without loss of pay from regular earnings.

(b) In the event of a death of all other members of the immediate family (immediate family will mean mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchildren, and grandparents) a full-time employee will be granted up to three (3) days of leave of absence commencing with the date of death and concluding with the day following the funeral. Such leave will be without loss of pay from regular earnings. When the location of a funeral for an immediate family member is outside of British Columbia, the Employer will provide the affected employee with an additional two (2) days of paid leave to allow for traveling to and from the funeral.

- (c) It is understood for the purposes of Article 20.01(a) and (b), the parties recognize common-law spouses and same sex partners as well as those listed for bereavement leave also include those same relatives of the spouse, common-law spouse, or same sex partner.

20.02 Obligatory Leave

An employee who has completed his/her probationary period and who is called for jury duty or is subpoenaed as a witness will be entitled to jury or witness pay. Such payment will be equivalent to the difference between the amount the employee receives for jury or witness duty and the normal wages s/he would have received had s/he not been required to perform jury duty or appear as a witness.

20.03 Unpaid Personal Leave

Subject to bona fide business requirements, the Employer agrees to grant to an employee an unpaid leave of absence to a maximum of six (6) months for personal reasons. Except in the case of emergency, the employee will give thirty (30) days of notice for such leave in writing to their department Manager. Permission for such leaves of absence will not be unduly withheld and every reasonable effort will be made to accommodate employee requests.

20.04 Union Leave

- (a) Subject to bona fide business requirements, unpaid leaves of absence for the purposes of attending to formal Union business will be granted. The Union will give the employer ten (10) working days of notice and the leave will not be for more than five (5) days. The provisions of this clause will not apply to negotiation committees.
- (b) Providing adequate notice is given, one employee will be granted permission for a one-day leave of absence without pay each month to attend Union Executive Committee meetings. The employee will notify Human Resources five (5) days in advance of any such leave. The provisions of this clause will not apply to negotiating committees.
- (c) The Employer will grant, on written request, a leave of absence for up to one (1) year without pay, benefits, or vacation entitlement to an employee who is selected or elected to a full-time position with the Union. The Union will provide the Employer with no less than ten (10) working days of notice of the employee's intention to end the leave and return to work.

20.05 Maternity, Paternity, and Childcare Leave

The Employer agrees to be bound by the provisions of Part 6 of the *Employment Standards Act* and will comply with its provisions for pregnancy leave and parental leave. Employees will be eligible to receive a Supplemental Allowance under the terms and conditions of the Company's policy.

20.06 Doctors' Notes

The Employer may require an employee who is absent due to personal illness for more than three (3) consecutive days or five (5) separate occasions within one (1) calendar year to provide a doctor's note indicating that the employee is under a doctor's care, which contains a return to work prognosis or date, to his/her immediate manager.

20.07 An employee unable to work due to illness or accident and in receipt of the Employer's Short Term Disability ("STD") or Long Term Disability ("LTD") benefits is on an approved leave of absence.

Provided the employee advises the Employer of their continuing eligibility for benefits with supporting documentation every three (3) months, an employee in receipt of EI sick leave, WCB wage loss, or spousal STD or LTD benefits and during his or her first year of being in receipt of Canada Pension Plan Disability benefits is on an approved leave of absence

ARTICLE 21 - EXPENSES & EQUIPMENT

- 21.01** Employees that are not in receipt of a car allowance and are required to use their own vehicle while on Employer business will be paid thirty-seven cents (37¢) per kilometer on submission of expense claims. Mileage payments will be made monthly.
- 21.02** Unless otherwise specified in this collective agreement, employees who are required to use a cell phone for Employer purposes supplied by the employee will receive a cell phone allowance of one hundred fifty dollars (\$150) per month.
- 21.03 **Entertainment Allowance****
Consideration will be provided for special entertainment events as long as prior written approval has been obtained from management (receipts to be provided by the employee). Approval will not be unreasonably withheld.
- 21.04 **Cameras****
- (a)** All cameras are supplied by the Employer in the Burnaby office and are for use in taking company photos.
 - (b)** Upon termination of employment and with receipt of final pay cheque the employee must return all company cameras or other photographic equipment to the Manager.
 - (c)** The Employer is responsible for insuring all photographic equipment.
 - (d)** The Employer is responsible for any expenses incurred in maintaining cameras or other photographic equipment used outside the office provided the employee obtains prior approval.
 - (e)** The employee is expected to treat all Employer cameras with due care and respect.
 - (f)** All losses, thefts, or damage to cameras or other photographic equipment must be reported to the employee's manager or supervisor immediately.
- 21.05** Employees who incur ferry fares or road tolls in line with Employer duties will submit receipts as proof of payment to the Employer, and the Employer will reimburse the employee.
- 21.06** The Employer will provide taxi fare to employees who are required to work overtime in circumstances where no public transportation is available with prior approval of the department head.
- 21.07** Any employee who engages in out of town travel in the service of the Employer will be reimbursed for all expenses for travel, meals, lodging, and any other approved expenses. The amount of reimbursement will be for expenses incurred as per Employer policy.
- 21.08** If the Employer requires an employee to provide a high-speed Internet connection at his or her residence, the Employer will identify the required level of connection and will only reimburse to the cost of that level of connections. The Employer will pay the full cost of installing and maintaining such service.

ARTICLE 22 - TRAINING & EDUCATION

- 22.01** The Employer will offer employees the opportunity to attend seminars during Employer time, during which time the Employer will bear the full cost of the course, traveling, expenses, wages, etc.
- 22.02** The Employer will pay all fees and tuition and the cost of the books or courses taken outside of the company related to the employee's current or potential jobs within the company. The employee must receive prior approval from their department manager.
- 22.03** A request to approve educational courses must be submitted to the employee's manager, prior to the start of the course. Reimbursement will be made upon submission of proof of successful completion.

- 22.04** Where the Employer requires an employee to attend a course of training and the employee agrees, the Employer will bear full cost of the course, necessary traveling and expenses, wages, and other legitimate expenses where applicable.

ARTICLE 23 - WORKING IN OTHER CLASSIFICATIONS

23.01 Duties in Other Classifications

Employees may be required to perform duties in a higher-paid classification provided that this practice does not impinge on the amount of work available to others within that other classification. If an employee is employed in a higher paid classification for four (4) hours or longer during a single shift, the employee will receive the rate of pay in the higher paid classification which is the next higher rate to their rate in their regular classification, and the higher rate will be the employee's rate for the entire shift.

- 23.02** No employee will receive a reduction in salary when temporarily assigned to a lower classification.

ARTICLE 24 – BENEFIT PLANS

24.01 Employee and Family Assistance Program

The Employer will continue its Employee and Family Assistance Program, which will provide professional counseling, information, and referral services. This plan is free of charge to employees and their families and is totally confidential and private.

ARTICLE 25 – NOTICE OF LAYOFF & SEVERANCE PAY

- 25.01** In the event of layoff for six (6) months or more, the following will apply:

- (a) An employee who is laid off due to lack of work will receive notice of layoff or pay in lieu in the amount of two (2) weeks regular pay for each full year of service up to a maximum of fifty-two (52) weeks. Employees with less than one (1) year of service will receive two (2) weeks regular pay.
- (b) An employee who is terminated due to discontinuance of operations will receive notice of termination or pay in lieu in the amount of two (2) weeks regular pay for each full year of service, up to fifty-two (52) weeks. Employees with less than one (1) year of service will receive two (2) weeks regular pay.

ARTICLE 26 - RELOCATION OF WORK

- 26.01** The Employer will provide to the affected employees sixty (60) days notice of a relocation of work from a location identified in Clause 1.01 to a location more than fifty (50) kilometers from a location identified in Clause 1.01.
- 26.02** The employer will provide all affected employees with a severance equal to two (2) weeks regular pay for each full year of service up to a maximum of fifty-two (52) weeks. Employees with less than one (1) year of service will receive two (2) weeks regular pay.
- 26.03** In addition to severance, if an employee stays with the Employer and works to the end of the notice period, the Employer will provide to that employee a retention bonus equal to one (1) month of regular wages.
- 26.04** The Employer will provide group outplacement counseling to affected employees at no cost to the employee.
- 26.05** The Employer will give the affected employees an opportunity to move to the new location where the work is being transferred to, if they wish. Any relocation costs will be the employee's responsibility. Employees who choose to transfer to the new location will not be eligible for severance pay, retention bonus, or group outplacement counseling.
- 26.06** Employees who choose not to transfer with the work will be designated for layoff.

ARTICLE 27 - TERM OF AGREEMENT

27.01 All terms of this Collective Agreement will be effective January 1, 2013 and remain in full force and effect until December 31, 2014.

27.02 The parties mutually agree to extend the terms of this Collective Agreement where collective bargaining extends past the expiration of the Collective Agreement subject to the right of:

- (a) The Union striking, or
- (b) The Employer locking out, or
- (c) The parties concluding a revised Collective Agreement.

ARTICLE 28 - HEALTH & SAFETY

28.01 The Employer will furnish at all times a healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work performed by employees working under this Collective Agreement and will abide by the *Industrial Health & Safety Regulations* as prescribed by the Workers' Compensation Board of British Columbia.

28.02 Injury Pay Provisions

An employee who is injured during working hours and required to leave for treatment or sent home as a result of such injury, will receive payment for the remainder of the shift at the basic straight-time, hourly rate of pay unless a doctor or nurse states that the employee is fit for further work on that shift.

28.03 Transportation of Accident Victims

Transportation to and from the nearest physician, clinic, or hospital for employees requiring medical care as a result of a work accident will be at the expense of the Employer.

ARTICLE 29 – GENERAL WAGE PROVISIONS

29.01 Management will determine a prospective employee's experience at the time of hiring and will place the employee in the equivalent step of the classification's wage schedule. Management will consider employment in comparable work in the newspaper industry as well as employment in comparable work in other industries. At the time of hiring, transfer or promotion, the Employer will determine the employee's new job title and relevant experience and place the employee in the appropriate step of the wage classification.

29.02 The wages in this Collective Agreement are minimums, and individual merit pay may be acknowledged by payments above the minimum.

29.03 Payment of salaries will be made bi-weekly. Commissions will be paid bi-weekly.

29.04 Red Circled Employees

All employees whose pay rates are red-circled as a result of the implementation of the following wage schedules will receive one-half of all general wage increases.

29.05 Wage Increases

General wage increases for all hourly paid classifications as follows:

January 1, 2013 2%

January 1, 2014 2%

(Wage increases will be effective the first day of the first pay period in each year; this pay period may start in the end of December or shortly into January)

Each active employee at the time of ratification will be eligible for a signing bonus of \$350.00

ARTICLE 30 – WAGES, COMMISSIONS, & BONUSSES

Supervisors:

Supervisors will be paid a premium of five percent (5%) of their own hourly rate.

Accounts Payable Clerk / Cash Clerk / Invoice Clerk:

	01-Jan-12	01-Jan-13	01-Jan-14
Start	\$16.35	16.67	17.00
6 months	\$16.99	17.33	17.68
1 year	\$17.74	18.09	18.45
2 years	\$18.57	18.94	19.32

Business Solutions Advisor

01-Jan-12	01-Jan-13	01-Jan-14
\$66,625.00	\$67,957.75	69316.91
\$92,250.00	\$94,095.00	\$95,976.9

Car Allowance	\$530/ Mo
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Business Solutions Advisor will be provided with either a company cellular phone or allowance as outlined below:

Cell Phone Allowance	\$150 / Mo
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Requirements:

A bachelor's degree in e-commerce, business administration or marketing. 3 to 5 years experience in online, media or specialty accounts sales. At least 1 year's experience in specialty online sales or technical online sales support.

Business Solutions Advisors are exempt from hours of work and overtime provisions of the agreement. However, the Employer will provide all Business Solutions Advisors with a performance bonus of up to 10% of their annual base salary; payment will be based on merit.

Classified Sales Agent:

	01-Jan-09	01-Jan-10	01-Jan-11	01-Jan-12
Start	\$14.43	\$14.57	\$14.72	\$15.09
6 months	\$14.80	\$14.95	\$15.10	\$15.47
1 year	\$15.38	\$15.53	\$15.69	\$16.08
2 years	\$15.74	\$15.90	\$16.06	\$16.46

Commissions: 5% except for Chinese CSR who gets 10%.

Free Ad Bonus: Flat 10% commission on all free ad calls that are converted to a paid service.

Paid Classified Bonus: If employee sells through a paid classified line, then commission is 5%.

Team Coordinators: Employees who are assigned to be Team Coordinators, i.e., to be product knowledge experts and answer questions from their team members, will be paid an additional 25¢ per hour.

Client Service Coordinator:

Earnings: \$125 per day

	31-Dec-06	01-Jan-07	01-Jan-08	01-Jan-09
Car Allowance	\$350 / Mo	\$400 / Mo	\$450 / Mo	\$500 / Mo
Cell Phone Allowance	\$75 / Mo	\$75 / Mo	\$75 / Mo	\$75 / Mo

Consultant – Online Sales

	01-Jan-12		01-Jan-13		01-Jan-14	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
Level 1						
Minimum	\$27.88	\$54,371.33	\$28.44	\$55,458.76	\$29.01	\$56,567.93
Maximum	\$33.24	\$64,827.36	\$33.90	\$66,123.91	\$34.58	\$67,446.39
Level 2						
Minimum	\$34.32	\$66,918.56	\$35.01	\$68,256.93	\$35.71	\$69,622.07
Maximum	\$41.82	\$81,557.00	\$42.66	\$83,188.14	\$43.51	\$84,851.90

Monthly Car Allowance	Ratification Date	01-Jan-14
	\$570.00	\$605.00

Consultant – Online Sales will be provided with either a company cellular phone or allowance as outlined below:

Cell Phone Allowance	\$150 / Mo
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Requirements:

Level 1: University Degree in Business, Marketing, Communications or E-Commerce. Under 3 years' experience in combination of online marketing (ie. banner ads, search engine optimization, etc.), sales account management, and product training. At least 1 year's experience in development of business strategies (ie. analyze, plan, and execute business and sales strategies, etc.).

Level 2: University Degree in Business, Marketing, Communications or E-Commerce. Over 5 years' experience in combination of online marketing marketing (ie. banner ads, search engine optimization, etc.), sales account management, and product training. Between 3 to 5 years' experience in development of business strategies (ie. analyze, plan, and execute business and sales strategies, etc.).

Consultants – Online Sales are exempt from hours of work and overtime provisions of the agreement. However, the Employer will provide all Consultants – Online Sales with a performance bonus of up to 10% of their annual base salary; payment will be based on merit.

Customer Service Representative:

	01-Jan-12	01-Jan-13	01-Jan-14
Start	\$16.21	\$16.53	\$16.86
6 months	\$16.84	\$17.18	\$17.52
1 year	\$17.49	\$17.84	\$18.20
2 years	\$18.29	\$18.66	\$19.03

Distribution Clerk:

	01-Jan-12	01-Jan-13	01-Jan-14
Start	\$17.19	\$17.53	\$17.88
6 months	\$17.72	\$18.07	\$18.44
1 year	\$18.25	\$18.62	\$18.99
2 years	\$18.79	\$19.17	\$19.55

Lot Manager (Dealer Services Representative):

	01-Jan-12	01-Jan-13	01-Jan-14
Start	\$16.05	\$16.37	\$16.70
6 months	\$17.93	\$18.29	\$18.65
1 year	\$18.70	\$19.07	\$19.46
2 years	\$19.27	\$19.66	\$20.05

	01-Jan-14
Car >28 hrs / wk	\$615
Car <28 hrs / wk	410

Cellular Phone Usage: Employer will continue its current practice of providing Lot Managers with the use of a cell phone. The Employer pays all of the business expenses associated with the use of the cell phone.

Marketing Assistant:

	01-Jan-12	01-Jan-13	01-Jan-14
Start	\$19.33	\$19.72	\$20.11
6 months	\$19.92	\$20.32	\$20.72
1 year	\$20.50	\$20.91	\$21.33

Online Professional Service Representative:

	01-Jan-12		01-Jan-13		01-Jan-14	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
Minimum	\$21.98	\$42,857.01	\$22.42	\$43,714.15	\$22.87	\$44,588.43
Maximum	\$23.30	\$45,436.58	\$23.77	\$46,345.31	\$24.24	\$47,272.22

	01-Jan-13	01-Jan-14
Car Allowance	\$390 / Mo	\$390 / Mo
Cell Phone Allowance	\$150 / Mo	\$150 / Mo

Reception / Office Coordinator

Salary Range:

	01 – Jan - 2013	01-Jan-*13
Start	\$17.33	17.68
6 months	\$17.95	18.31
1 year	\$19.19	19.57
2 years	\$19.80	20.20

Sales Territories and Clients:

The Union recognizes that it is the exclusive function of the Employer to manage its revenue and growth and to conduct its business profitably and efficiently. The Employer manages its revenue and growth through appropriate assignment and adjustment of territories and clients. The Employer may redeploy territories as required for business reasons.

The Employer acknowledges that each Outside Sales Representative has traditionally had an assigned geographic territory and client lists, which are critical to the income generation of commissioned sales people. Therefore, where a redeployment is necessary, the Employer will endeavor to meet with the affected Outside Sales Representative and obtain his/her input towards a fair and equitable resolution for redeployment. Where accounts are changed or territories are realigned, the Employer will provide the affected Outside Sales Representative with a ninety (90) day minimum protection on current business being handled by the Outside Sales Representative (i.e. s/he will continue to be paid commission on the affected business for ninety (90) days).

The Employer acknowledges that redeployment must be done in a non-arbitrary and fair manner. Redeployment will occur as a result of a legitimate business reason (e.g. at client's request, Employer sales results are flat and are not meeting expectations, unsatisfactory individual results, growth or shrinkage in the territory, etc.).

Dealer Photographer Assistance:

No Later than July 30, 2004, the Employer will provide Dealer Photographers to assist Auto Trader Outside Sales Representatives in the collection of materials, including photos, for display and internet ads. This procedure is consistent with the practices for the Buy & Sell Outside Sales Representatives.

ACCOUNT MANAGER

Base Salary:	\$70,000.00
On-Target Earnings:	\$30,000.00
Variable Commission:	as per the Outside Account Manager (Metro)
	Compensation Guidelines

ACCOUNT MANAGER: NPV

Base Salary:	\$70,000.00
On-Target Earnings:	\$30,000.00
Variable Commission:	as per the Outside Account Manager –NPV (Metro) Compensation Guidelines

Car Allowance Account Manager; Account Manager: NPV

<u>Monthly Car Allowance</u>	<u>Ratification date</u>	<u>01-Jan-14</u>
	<u>\$590/Mo</u>	<u>\$625/Mo</u>

Representative – Client Services Online Product

	01-Jan-12		01-Jan-13		01-Jan-14	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
Minimum	\$19.77	\$38,556.07	20.16	39,327.19	20.57	\$40,113.74
Maximum	\$20.95	\$40,860.05	21.39	41,677.25	21.80	\$42,510.80

Representative – New Business:

	01-Jan-12	01-Jan-13	01-Jan-14
Start	\$18.02	\$18.38	\$18.75
6 months	\$18.47	\$18.84	\$19.22
1 year	\$19.18	\$19.56	\$19.95
2 years	\$19.62	\$20.01	\$20.41

Sales Assistant:

(note: effective January 1, 2011 moved to match Display Coordinator)

	01-Jan-13	01-Jan-14
Start	\$17.67	\$18.02
6 months	\$18.31	\$18.68
1 year	\$19.57	\$19.96
2 years	\$20.20	\$20.60

Technology Department (Information Techs):

- (a) Wage scales have minimums and maximums within specific levels which have been clearly defined.
- (b) I.T. professionals are exempt from hours of work and overtime provisions of the agreement. However, the Employer will provide all I.T. professionals with a performance bonus of up to 10% of their annual base salary; payment will be based on merit.
- (c) Standby pay – when the Employer requires an I.T. employee to be available for standby during off-duty hours, the employee will be entitled to a standby payment of Thirty dollars (\$30.00) for each eight (8) consecutive hours or portion thereof that he or she is on standby.

- (d) The Employer will pay the full cost of employees installing and maintaining high speed internet access (ADSL or Cable) in the employee's home.
- (e) The Employer will provide each employee with an interest free loan of up to \$2,500.00 every 2 years towards the purchase of computer hardware upon proof of receipts or other reasonable proof of purchase. Payment towards the interest free loan will be made through payroll deduction.
- (f) When an employee in this department requests prior approval for course fees and other related educational expenses as per Article 22, the Employer will not unreasonably withhold approval of such course unless the Employer can demonstrate the cost of the course cannot be justified economically, based on the employee's current job responsibilities or possible future job responsibilities within the Employer.
- (g) The Employer will establish a budget of \$500.00 per employee per year in this department for the purchase of books and periodicals related to the job, or to pay for membership dues in related I.T./internet professional associations. The Employer will expend this budget every year to the extent that employees request Employer purchase of books or periodicals or payment of membership dues related to their work or professional specialty.
- (h) Wages as proposed in the attached document are based on salary surveys for I.T. professionals.

Database Administrator – Level 1

Qualifications: Minimum 2 years' experience with Microsoft SQL server administration in Enterprise environment. Bachelor's degree. Additional years of directly related experience may be considered instead of degree.

	January 1, 2013	January 1, 2014
Minimum:	\$57,439.48	\$58588.27
Maximum:	\$68,439.94	\$69808.74

Database Administrator – Level 2

Qualifications: 5+ years of operation DBA experience using relevant technologies at time of posting. Includes advanced database technologies including clustering, high availability, data replication and cloud hosting.

Duties specific to this level:

Operational responsibility for our production database systems including financial data and revenue generating systems. Configuration and management of high availability clusters. Architecture and design of database replication. May act as a team leader at this level.

	January 1, 2013	January 1, 2014
Minimum:	\$69,000.00	\$70,380.00
Maximum:	\$95,000.00	\$96,900.00

Business Analyst

Qualifications: IT or business related degree. Minimum 3 years of experience as a business or technical analyst working primarily with online software development projects. Additional years of directly related experience may be considered instead of degree

	January 1, 2013	January 1, 2014
Minimum:	\$48,265.50	\$49,230.81
Maximum:	\$85,000.00	\$86,700.00

Help Desk/User Support

Qualifications: Minimum 1 years' experience in Help Desk environment and completion of technical diploma or working towards completion.

	January 1, 2013	January 1, 2014
Minimum:	\$44,000.00	\$44,880.00
Maximum:	\$51,000.00	\$52,020.00

Application Support

Qualifications: Minimum 3 years' experience in a Help Desk environment and completion of a Technical Diploma or Degree or equivalent experience. Certification for relevant technologies including database, applications and servers – as required for the posting.

Minimum: \$52,217.11 Maximum: \$60,000.00

	January 1, 2013	January 1, 2014
Minimum:	\$52,217.11	\$60,000.00
Maximum:	\$53,261.45	\$61,200.00

Network Administrator

Qualifications – Bachelor's degree in computer science or a related discipline. 5 or more years of work experience including experience with a variety of network protocols, software and hardware involved in LAN and WAN and Cloud operations. Other related certifications such as Microsoft, Cisco or other professional certifications may be considered in lieu of a Bachelor's degree when combined with additional years of experience.

	January 1, 2013	January 1, 2014
Minimum:	\$65,000.00	\$66,300.00
Maximum:	\$80,798.00	\$82,413.96

Quality Assurance Analyst – Level 1

Qualifications – Bachelor’s degree in computer science or a related discipline plus several years of experience in a QA environment. Additional years of directly related experience may be considered instead of a degree. 1+ years of manual testing is primary focus of work. Experience with manual testing, test case development, and relevant technologies that are identified at time of posting.

	January 1, 2013	January 1, 2014
Minimum:	\$41,410.00	\$42,238.20
Maximum:	\$56,938.75	\$58,077.53

Quality Assurance Analyst – Level 2

Qualifications – Bachelor’s degree in computer science or a related discipline plus at least four years of manual testing and at least 2 years of software development for automated testing, unit testing, developer, team lead experience.

Duties specific to this level: Automated testing, programming, automated unit tests, reviewing code with developers. May act as a team leader at this level.

	January 1, 2013	January 1, 2014
Minimum:	\$57,000.00	\$58,140.00
Maximum:	\$85,000.00	\$86,700.00

Software Engineer Level 1

Qualifications: Bachelor’s degree in computer science or a related field plus several years of web-related experience. Related work experience includes internet protocols and applications as well as knowledge of web technologies and tools based on the Microsoft .Net platform. (such as C#, ASP.Net, WCF, REST/ROAP, AJAX, JavaScript, SOAP, HTML/DHTML, SQL Server and others identified by the employer at time of posting as relevant). At least one year of software development using relevant technologies required for the posting plus education requirements as listed above.

	January 1, 2013	January 1, 2014
Minimum:	\$56,000.00	\$57,120.00
Maximum:	\$62,000.00	\$63,240.00

Software Engineer Level 2

Qualifications: Bachelor’s degree in computer science or a related field plus several years of web-related experience. Related work experience includes internet protocols and applications as well a knowledge of web technologies and tools based on the Microsoft .Net platform. (such as C#, ASP.Net, WCF, REST/ROAP, AJAX, JavaScript, SOAP, HTML/DHTML, SQL Server and others identified by the employer at time of posting as relevant). At least five years of software development. Project lead experience, project estimation, source code merging/branching, production deployment and configuration management, task assignment and mentoring.

Duties specific to this level:

Code review for all changes made by developers in the team. Implementation team leadership within a project. Production access including deployment of code and performance tuning and troubleshooting.

	January 1, 2013	January 1, 2014
Minimum:	\$63,000.00	\$64,260.00
Maximum:	\$90,000.00	\$91,800.00

Software Engineer – Mobile Level 1

Qualifications: Previous commercial experience building native mobile applications for Android, iOS and other applicable mobile technologies as identified by the employer at time of posting. Proven published applications are required in addition a computer science degree (or equivalent experience) and software engineering experience. At least one year of applicable mobile development with published apps plus CS degree or equivalent experience.

	January 1, 2013	January 1, 2014
Minimum:	\$56,000.00	\$57,120.00
Maximum:	\$70,000.00	\$71,400.00

Software Engineer – Mobile Level 2

Qualifications: Previous commercial experience building native mobile applications for Android, iOS and other applicable mobile technologies as identified by the employer at time of posting. Proven published applications are required in addition a computer science degree (or equivalent experience) and software engineering experience. At least three years of native mobile application development. Project lead experience, project estimation, source code merging/branching, production deployment and configuration management, task assignment and mentoring.

Duties specific to this level: Code review for all changes made by developers in the team. Implementation team leadership within a project. Production assessment including deployment of code and performance tuning and troubleshooting.

	January 1, 2013	January 1, 2014
Minimum:	\$71,500.00	\$72,930.00
Maximum:	\$95,000.00	\$96,900.00

Web Designer

Qualifications: Minimum 1 year's commercial experience in web design and diploma in graphic design. Additional years of directly related experience may be considered instead of a diploma

	January 1, 2013	January 1, 2014
Minimum:	\$45,000.00	\$45,900.00
Maximum:	\$65,000.00	\$66,300.00

User Interface Designer

Responsible for designing website structures, information architecture, navigation, user interface design as well as user interactions. Execute designs and assist in growing the website user experience design in line with our business plans.

Qualifications: University Degree or equivalent work experience. 3+ years' experience working within Graphic/UI Design and on-line industry, prior experience working in high traffic, large scale websites; advanced knowledge of Axure (or equivalent), Photoshop, InDesign, Illustrator, Acrobat and Microsoft Office, Mac OS and PC environment.

	January 1, 2013	January 1, 2014
Minimum:	56,763.00	\$57,898.26
Maximum:	94605.00	96,497.10

User Interface Designers are exempt from hours of work and overtime provisions of the agreement. However, the Employer will provide all User Interface Designers with a performance bonus of up to 10% of their annual base salary, payment will be based on merit.

Signed this day of at "Vancouver" , British Columbia.

For the Employer:

For the Union:

 "L. Frazer"

LETTER OF UNDERSTANDING #1

BETWEEN

TRADER CLASSIFIED MEDIA (B.C.)

AND

**LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS RE: ARTICLE 14**

The Employer and the Union agree solely for the purposes of administering Article 14 of the Collective Agreement that the departments and attached classifications are:

Inside Sales Dept.

Customer Service Representative

Administration Dept

Marketing Assistant
Office Coordinator/Reception

Accounting Dept.

Accounts Payable, Cash, and Invoice Clerks

Sales Dept.

Account Manager
Account Manager (NPV)
Sales Assistant
Online Sales Consultant
Business Advisor

IT Dept.

Web Designer
Applications Support
Database Administrator
Business Analyst
Help Desk/ User Support
Network Administrator
Quality Assurance Analyst
Software Engineer
Software Engineer-Mobile

Distribution Dept.

Distribution Clerk

Market Place

User Interface Designer

Signed the----- day of -----at Burnaby, British Columbia

FOR THE EMPLOYER:

FOR THE UNION:

"Lynn Frazer"

LETTER OF UNDERSTANDING #3

BETWEEN

TRADER CLASSIFIED MEDIA (B.C.)

AND

**LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

RE: PAY STUBS

Further to the parties' discussions in Collective Bargaining, the Employer will produce the following information on the employees' pay stubs:

- Entitlement for the calendar year
- Dollar accrual of vacation pay to date
- Dollar value of used vacation time

This information will enable the employee to track the vacation time they have used/accrued and understand their annual entitlement.

The Employer will complete the above noted changes no later than January 1, 2005.

Signed the 4th day of June, 2004 at Burnaby, British Columbia

FOR THE EMPLOYER:

FOR THE UNION:

"Lynn Frazer"

"Gord Van Dyck"

LETTER OF UNDERSTANDING #4
BETWEEN
TRADER CLASSIFIED MEDIA (B.C)
AND
LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
RE: SUPERVISOR PREMIUMS AND LENGTH OF SERVICE INCREASES

The employer and the union hereby agree that:

1. The Supervisor Premium for employees who are currently receiving such a premium is five percent (5%) of the two years of service rate for the highest rated classification they supervise.
2. The Supervisor Premium for employees who begin to receive a Supervisor Premium after the date of this letter of understanding is five percent (5%) of their own hourly rate.
3. The start, six month, one year, and two year rates in Article 30 are length of service increases (i.e. an employee given credit for pre-employment experience and hired above the start rate will not receive a length of service increase until s/he completed the stipulated amount of service; e.g., an employee hired at the one-year rate will not advance to the two year rate until s/he completes two years of service for the Employer).

Signed 22nd day of December 2004 at New Westminster, British Columbia.

For the Employer:

For the Union :

Lynn Frazer

Rav Ghuman

LETTER OF UNDERSTANDING #5
BETWEEN
TRADER CLASSIFIED MEDIA (B.C)
AND
LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRIACL WORKERS
RE: STATUTORY HOLIDAY PAY

Effective November 21, 2005 forward statutory holiday pay will be calculated as follows:

For employees working 9.5 hour shifts, the Employer will divide their hours paid during the preceding 2 pay periods by 16 days

For employees working 7.5 hour shifts, the Employer will divide their hours paid during the preceding 2 pay periods by 20 days

Signed 21st day of November 2005 Vancouver, British Columbia.

For the Employer:

For the Union :

Lynn Frazer

Rav Ghuman

LETTER OF UNDERSTANDING #7
BETWEEN
TRADER CORPORATION (B.C)
AND
LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
RE: SEVERANCE PROVISIONS

In place of the entitlement outlined under Article 26, any employee laid off as a result of centralization or consolidation of operations, will be entitled to the following:

- Severance pay in the amount of the two (2) weeks regular pay for each full year of service, up to a maximum of fifty-two (52) weeks. Employees with less than one (1) year of service will receive two (2) weeks regular pay.
- The Employer will provide group outplacement counseling to affected employees at no cost to the employee.
- The Employer will give the affected employees an opportunity to move to the new location where the work is being transferred to, if the wish. Employees who choose to transfer to the new location will not be eligible for severance pay, retention bonus, or group outplacement counseling.
- In addition to severance, if an employee stays with the Employer and works to the end of the notice period, the Employer will provide to that employee a retention bonus equal to one (1) month of regular wages.

Signed 5th day of July 2007 Vancouver, British Columbia.

For the Employer:

For the Union :

Lynn Frazer

Rav Ghuman

LETTER OF UNDERSTANDING #9
BETWEEN
TRADER CORPORATION (B.C)
AND
LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
RE: CHANGES TO BENEFITS

Trader Corporation shall maintain, in effect for the term of the Agreement, insofar as applicable to the employees governed thereby, the benefits under the following plans, as were effective on the date of signing of this Agreement:

- Health and Dental insurance plan
- Disability benefit plans (STD – AD&D – LTD)
- Pension Plan

Before making changes to benefits provided under these plans, Trader Corporation shall notify the Union in writing thirty (30) days in advance in order to solicit the Union's opinion in this regard. The Union shall not oppose any such change without valid reason.

Such change shall be in keeping with the relevant rules and laws.

Signed 5th day of July 2007 Vancouver, British Columbia.

For the Employer:

For the Union :

Lynn Frazer

Rav Ghuman

LETTER OF UNDERSTANDING #___

BETWEEN

TRADER CORPORATION (B.C)

AND

LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

RE: Sales Labour Management Committee

Each quarter the Sales Labour Management Committee will meet to discuss any issues that have occurred.

The committee will be comprised of at least:

Union Business Agent
Shop Steward
GM Sales
Director Sales
Human Resources Representative

Signed this day of _____ at Vancouver, British Columbia.

For the Employer:

For the Union :

Lynn Frazer

Rav Ghuman

LETTER OF UNDERSTANDING # 13

BETWEEN

TRADER CORPORATION (B.C)

AND

**LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

Co-op Students

- a) The parties recognize the right of management to hire co-op students on a temporary basis. Co-op students must be enrolled into a post-secondary Co-operative Educational Program.
- b) A co-op student will be hired for a working semester in accordance with the educational program they are enrolled in to a maximum of 12 months.
- c) Co-op Students are not expected to perform all the duties and responsibilities of other employees but are expected to perform duties related to their field of study.
- d) These students will be classified as Co-op Students and are excluded from all terms of this Collective Agreement except: grievance and arbitration procedures and hours of work, and they will be covered by the Union shop and check off provisions. Statutory holiday benefits will be provided in accordance of the Employment Standards Act and its regulations.
- e) Co-op Students will not under any circumstance be used to displace or eliminate a full time employee.
- f) No more than one (1) Co-op Student will be used per classification unless otherwise agreed to by the parties; with the exception that there may be two (2) Co-op Students at a time within the Software Engineer – Mobile classification. A classification with more than one level is considered a single classification for the purposes of this LOU.
- g) For a Co-op Student to be brought into a classification there must be at least one qualified full time employee in that classification.

Wage Provisions:

Co-op students' salary will be determined by the work term they are entering and as set by the educational institution.

Signed this day of _____ at Vancouver, British Columbia.

For the Employer:

For the Union :

Lynn Frazer

Rav Ghuman

LETTER OF UNDERSTANDING # 14

BETWEEN

TRADER CORPORATION (B.C)

AND

**LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

Upon the request of either party, the parties will meet at least once every two months until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement.

Signed this day of _____ at Vancouver, British Columbia.

For the Employer:

For the Union :

Lynn Frazer

Rav Ghuman

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Week – Definition	15.03(b)
Witness Duty	20.02
Work Jurisdiction	2.04