

COLLECTIVE AGREEMENT

BETWEEN

TRADER CORPORATION

AND

THE OUTSIDE SALES EMPLOYEES

AS REPRESENTED BY

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES
(COPE LOCAL 343)**

TRADER[®]



EFFECTIVE FROM SEPTEMBER 20, 2021 TO DECEMBER 31, 2023

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ARTICLE 1 - PURPOSE OF THE AGREEMENT

- 1.01 The general purpose of the agreement is to secure the full benefits of orderly collective bargaining, to provide a prompt and equitable method of settling any difference which may arise between the parties and to establish and maintain mutually satisfactory conditions of employment.
- 1.02 It is in the mutual interest of the Company and the employees to provide for the operation of the business of the Company under methods, which will further, to the extent possible, the efficiency and economy of the business, and the continuation of employment under conditions of reasonable compensation and working conditions.
- 1.03 Whenever the feminine gender is used in this collective agreement, it shall be deemed to include the masculine and visa-versa, and the singular shall include the plural and visa-versa, wherever the context so requires.
- 1.04 The Company and the Union agree to abide by all the procedures provided for in the agreement and the Labour Relations Act, 1995 for the peaceful settlement of disputes.

ARTICLE 2 - DEFINITIONS

- 2.01.01 Agreement - means the Collective Bargaining Agreement in effect including amendments or interpretations thereto agreed upon and covered by letters signed/confirmed by the Company and the Union.
- 2.01.02 Classification - means a classification as defined in Article 6
- 2.01.03 Company - means Trader Corporation (also operating as “autoTRADER.ca”) represented through its Officers and Management at various levels or their delegated representatives
- 2.01.04 Employee - means a person in the employ of the Company who performs work that falls within the bargaining unit scope covered by this Agreement. Employees will be considered one of the following:
 - a. “Full Time employee” - means an employee who is normally required to work a full client portfolio or acquisition portfolio.
 - b. “Part Time employee” - means an employee who works no more than 60% of a full client portfolio, or acquisition portfolio, based on the average number of accounts in the region they are working in.
 - c. Temporary employees are as defined in Article 14.
- 2.01.05 Holiday - means paid public holidays, as provided in Article 18.
- 2.01.06 Management Personnel - means any Company personnel whose duties include the supervision of others and who are not covered by the Agreement.
- 2.01.07 Union - means Canadian Office and Professional Employees (COPE Local 343).
- 2.01.08 OTE – means On Target Earnings, paid monthly, based on Targets and Annualized Entitlement
- 2.01.09 OVP – means Overachievement Variable Performance; a percentage paid on the incremental revenue growth portion only and paid monthly
- 2.01.10 Y/E OP – means Year End Over performance, paid annually on overachievement of Targets

ARTICLE 3 – UNION RECOGNITION

- 3.01 The Company recognizes the Union as the sole and exclusive collective bargaining agent for all outside sale employees of Trader Corporation (also operating as “auto TRADER.ca” in the Province of Ontario in the commercial automotive passenger vehicle and commercial non passenger vehicle sales save and except On Lines Sales Consultants, Account Directors, Regional Sales Managers and persons above the rank of Regional Sales Manager.
- 3.02 Persons excluded from the bargaining unit described in Article 3.01 may only perform work on any job normally performed by an employee provided that the performance of such work does not result directly in a loss of pay, seniority or layoff of an employee.

ARTICLE 4 – UNION SECURITY

- 4.01 All employees in the bargaining unit must pay the regular Union dues and shall become and remain members of the Union.
- 4.02 The Company agrees to deduct weekly from each employee an amount equal to the regular Union dues and initiation fee, when applicable, and agrees that such deductions shall continue during the term of this Agreement.
- 4.03 Such monies, together with a detailed list of such collection, containing the names, addresses and phone numbers of the employees, shall be remitted monthly by cheque payable to COPE Ontario for Local 343, within ten (10) days after the end of the calendar month in which such deductions are made.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 The Company reserves to itself any and all rights which have not been modified, limited, restricted or released by this Agreement including, without limiting the generality of the foregoing the right to:
- a. Maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable Company rules and regulations.
 - b. Hire, transfer, layoff, recall, promote, demote, terminate, classify, assign and prioritize duties, discharge, suspend or otherwise discipline employees, provided that a claim by an employee that they have been discharged or otherwise disciplined without just cause may be the subject of appeal under Article 9 of the Agreement.
 - c. Determine the method of operations; the amount of supervision; the schedules of work and the number of employees required at any time as well as the duties to be performed.
- 5.02 It is understood and agreed the management rights as outlined in Article 5.01 hereof are subject to the provisions of this Agreement and shall not be exercised in a manner inconsistent herewith.

ARTICLE 6 – SCOPE OF THE AGREEMENT AND CLASSIFICATIONS

- 6.01 The classifications covered by the scope of this Agreement are the following:
- a. Outside Account Manager
 - b. Outside Account Manager NPV
 - c. Acquisition Specialist
 - d. V-auto Specialist

In the event the Company decides to materially change an existing classification or create a new classification that falls within the scope of this agreement, it will initiate discussions with the Union in order to determine the modifications, if any to the provisions of this Agreement which may be required to accommodate the requirements of the material change or the new classification and to determine the compensation rate for the new classification or the materially changed classification.

ARTICLE 7 – PROBATION

- 7.01 A new employee shall not be regarded as a permanent employee until the completion of a probationary period of six (6) months consisting of a minimum of one hundred and twenty-six (126) days worked. The probationary period may be extended by mutual agreement between the Company and the Union.
- 7.02 The Company, at its sole discretion reserves the right to terminate the employment of a probationary employee for any reason including but not limited to a failing, by the probationary employee to meet standards set by the Company.
- 7.03 The termination of a probationary employee shall not be the subject of a grievance or arbitration.
- 7.04 A probationary employee who has been terminated shall be advised in writing by his/her immediate supervisor, the reasons for such dismissal with a copy to the Union.
- 7.05 A probationary employee shall not accrue seniority until the probationary period has been successfully completed, at which time seniority shall be backdated to the commencement of the probationary period.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 It is the desire of the parties to this Agreement that complaints or grievances be settled as promptly as possible. This Article is to provide for the prompt handling of such differences or disputes between the Company and any employee(s) coming specifically under this collective agreement concerning interpretation, application or alleged violation of this Agreement. Appeals from disciplinary or discharge action will be handled under the provisions of Article 9.
- 8.02 The employer shall have the right to file a grievance concerning the interpretation, application, operation or any alleged violation of the Agreement. The employer grievance shall be formally discussed with the Union at the Headquarters level for the purpose of resolution. If the matter is not settled, then it may proceed to arbitration.
- 8.03 STEP 1 – If an employee has a complaint or if an employee believes that he/she has the basis of a grievance, the employee shall have an informal discussion with his/her immediate Manager with a view to resolving the matter. The employee shall advise that this discussion is necessary within fourteen (14) calendar days following the event which gave rise to the complaint or following the date on which the employee first had or ought to have had knowledge of the event. If this discussion fails to resolve the matter, the employee may ask the Union to initiate a written grievance, with such grievance being initiated no later than fourteen (14) calendar days following the last informal discussion.
- 8.04 STEP 2 – No later than fourteen (14) calendar days from the last informal discussion at Step 1, the Union steward shall file a written grievance to the Chief, People & Culture Officer or alternate that shall include:
- a. the grievor's name and occupation
 - b. the date of the event giving rise to the grievance
 - c. the nature of the grievance
 - d. the remedy sought
 - e. the specific Article(s) allegedly violated

Within seven (7) calendar days, the Company and the Union Staff Representative will fully discuss the grievance following which the Company shall have seven (7) calendar days to render a written decision. Failing satisfactory resolution or where no answer is given within the time limit specified, the grievance may be filed to Arbitration.

- 8.04.01 The Union may file written grievances involving a group of employees on matters of a similar nature, at STEP 2 of the grievance procedure, directly to the Chief, People & Culture Officer or alternate. Such grievance will be filed by the Union within fourteen (14) calendar days following the event which gave rise to the complaint, or following the date on which the employees or the Union first had, or ought to have had knowledge of the event

- 8.05 Upon written request by either party, the time limits outlined in STEP 1 and STEP 2 may be extended by mutual agreement.
- 8.06 Notice to arbitrate shall be given within forty-five (45) days following receipt of the STEP 2 decision. If the grievance is not referred to arbitration within the time limit specified in this paragraph, the grievance shall be deemed to have been abandoned.
- 8.07 Time limits to arbitrate may be extended by written mutual agreement.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

- 9.01 This Article is to provide for the procedures relating to disciplinary and discharge action and the prompt handling of Appeals.
- 9.02 No employee shall be disciplined or discharged without just cause subject to Article 7.
- 9.03 Disciplinary or discharge action will not be initiated without prior discussion with the employee(s) regarding the facts related to the case. Prior to the commencement of the discussion, the employee(s) will be advised of their right to have a union steward as an observer.
- 9.04 When disciplinary action is taken, the employee will be advised in writing. The advice will inform the employee of the factual basis for the action, together with the employee's right to file an appeal.
- 9.05 STEP 1 – The Union shall have seven (7) calendar days after the discipline has been taken to file a grievance to the Chief, People & Culture Officer. The Company shall have seven (7) calendar days to render a written decision. Failing satisfactory resolution, the grievance may be advanced to Step 2.
- 9.06 STEP 2 – Within fourteen (14) calendar days following the receipt of the written decision at STEP 1, the Union may advance the grievance, in writing, to the Chief, People & Culture Officer or alternate. The Chief, People & Culture Officer or alternate shall schedule a meeting with the Union Staff Representative, if requested, within twenty-one (21) calendar days from the time the written notice was received. The Company shall have fourteen (14) calendar days to render a written decision from the date of the meeting. Failing satisfactory resolution, the grievance may be filed to arbitration.
- 9.07 Where no answer is given within the time limits specified in the grievance procedure, or if a decision rendered at the STEP 2 level is not satisfactory, the matter may be taken to arbitration.
- 9.08 Notice to arbitrate shall be given within forty five (45) calendar days following receipt of the STEP 2 decision. If the grievance is not referred to arbitration within the time limit specified in this paragraph, the grievance shall be deemed to have been abandoned.
- 9.09 The arbitration shall be held in the City of Toronto.
- 9.10 All correspondence under this Article shall be copied to COPE Local 343.
- 9.10.01 All correspondence to an employee(s) concerning discipline shall remain on the employee(s) personnel file for a period of eighteen (18) months.
- 9.10.02 In the event that subsequent discipline occurs during the period described in Article 9.10.01, the original disciplinary correspondence will be carried over for the duration of the subsequent disciplinary period.

Article 10 -- Arbitration

- 10.01 Any grievance not settled in Article 8 or 9 may be submitted to arbitration and a hearing shall be scheduled and decisions rendered under the provisions herein set forth. The party requesting arbitration will serve notice of intent to arbitrate to the other party in accordance with the disposition of Articles 8 or 9.
- 10.02 Any grievance not submitted within the time limits nor advanced by the grieving party within any of the time limits provided in the grievance procedure shall be deemed to have been abandoned. No matter may be submitted to arbitration, which has not been carried through all the requisite steps of the grievance procedure. Where no answer is given within the time limit specified in the grievance procedure, the union shall be entitled to submit the grievance to the next stage of the grievance procedure.
- 10.03 An arbitrator shall be selected from a mutually agreed to panel. Each arbitrator will be called upon to act on a rotation basis provided they are available to act within sixty (60) days of the date of the filing of the intent to arbitrate.
- 10.04 The following list of arbitrators are acceptable to the parties as follows:
- * Julie Durette
 - * James Hayes
- 10.05 The arbitrator shall not have the jurisdiction to modify, amend or add to any of the provisions of this Agreement, nor substitute any new provisions in lieu thereof, nor render any decision inconsistent with the terms and conditions of this Agreement.
- 10.06 In the event that the Panel is not available to hear a case in accordance with 10.03, the parties will attempt to agree on the appointment of a single arbitrator, failing that, the parties may refer the matter to the Minister of Labour for the appointment of a single arbitrator to deal with the matter on a mutually agreed to date which shall be within sixty (60) days of the date of the filing of the intent to arbitrate.
- 10.07 The parties shall each pay one-half of the remuneration and expenses of the arbitrator.
- 10.08 The time limits fixed in arbitration procedures may only be extended by mutual written consent of the parties to this Agreement.
- 10.09 In the case of a discharge and subsequent reinstatement, an employee shall mitigate damages as fully as possible.
- 10.10 The arbitration award shall be binding on the parties to this Agreement and any employees involved.
- 10.11 The arbitration shall be held in the City of Toronto

ARTICLE 11 – UNION MANAGEMENT COMMUNICATIONS

- 11.01 All communications to an employee involving any of the following shall be in writing and copied to COPE Local 343; layoff and recall, termination and all correspondence under Articles 7, 8 and 9.

ARTICLE 12 – WORKPLACE HARASSMENT AND DISCRIMINATION, FORCE MAJEURE AND PERSONNEL FILE

- 12.01 The Company and the Union agree that there will be no discrimination, intimidation, interference, restraint or coercion exercised or practiced upon any employee because of membership or non-membership in the Union.
- The Company and the Union further agree that there will be no discrimination against any employee because of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status disability or conviction for an offence for which a pardon has been granted in accordance with the Ontario Human Rights Code.

The Company and the Union hereby recognize and agree to abide by the duty to accommodate mentally and physically handicapped employees, pursuant to the Ontario Human Rights Code.

12.02 The Company and the Union hereby recognize and agree to abide and comply with the duty to ensure a workplace free from personal harassment and violence in accordance with the Ontario Occupational Health and Safety Act.

12.03 FORCE MAJEURE

Should either party be delayed or interrupted from the performance of its obligations under this Agreement by reason of an act of God, fire, flood, war, public disaster, strikes or labour difficulties, governmental enactment, regulation or order, emergency, or any other cause beyond its control, such party shall not be liable to the other therefore and the parties shall, where feasible, make such further arrangements as are mutually satisfactory to the parties to carry out the purpose and intent of this Agreement.

12.04 PERSONNEL FILE

Once each calendar year, an employee, upon written request, may review his/her personnel file in the presence of the Human Resources Business Partner. The review will take place at a time mutually agreeable between the employee and the Human Resources Business Partner.

ARTICLE 13 – SENIORITY AND COMPANY SERVICE

13.01 Company Service – Company service shall be the date marking the beginning of continuous employment with the Company for full time employees and shall apply to the following:

- Vacation entitlement
- Scheduled advancement in pay
- Insurance Benefits
- Company Pension
- Sick leave entitlement
- And any other items that may be referenced in specific clauses within the agreement

The foregoing items may be affected by any absence in accordance with specific clauses contained in this Agreement.

Contract employees who become permanent employees will be given their Company Service date for continuous employment, which will be established by backdating the permanent employment date by the number of hours worked into days and months.

13.02 Seniority shall begin to accrue from the date an employee is first placed on the payroll in a position covered by the terms of this Agreement.

13.03 Where two (2) or more persons are placed on the payroll in a position covered by the terms of this Agreement on the same date their names shall be placed on the seniority list in accordance with the following:

13.04 The last four (4) digits of the employee's Social Insurance Number, backwards, with the lowest number identifying the more senior employee (0000 being the lowest possible number).

13.05 An employee shall accumulate bargaining unit seniority during their employment and this seniority shall be maintained and accumulated during:

- a. An absence due to an occupational injury while the employee is performing work for the Company
- b. A leave of absence under Article 17

- c. An absence due to illness or injury for a continuous period of five (5) years
- d. A Layoff subject to the provisions of Article 16 - Staff Reduction and Recall

13.06 Employees shall lose their seniority and their names shall be removed from the seniority list for any of the following reasons:

- a. Voluntary termination of employment with the Company
- b. If discharged and not reinstated under the terms of this Agreement
- c. If they do not accept recall in accordance with Article 16.02
- d. If a registered recall letter is returned as undeliverable
- e. If the employee has missed four (4) consecutive days of work without legitimate reason or excuse

13.07 The Company shall prepare and furnish to the Union, twice yearly, a seniority list as follows:

- a. Full-time employees listed by:
 - Name
 - Location
 - Seniority date
 - Service date
 - Classification
- b. Proper notation shall be made on the seniority lists showing employees on leave of absence, layoff or any other status where they retain seniority rights under the provisions of this Agreement.

13.08 Each employee will be permitted a period of thirty (30) calendar days after receipt, by the Union, of the list in which to advise the Union and the Company of any omission or incorrect posting affecting seniority. Where an employee is on leave of absence, vacation or on sick leave at the time of posting of the initial list, he/she may protest within thirty (30) days after their return to duty.

13.09 An employee absent on leave who engages in other employment will lose all seniority unless prior written permission has been obtained from the Company and the Union.

ARTICLE 14 – TEMPORARY EMPLOYEES

14.01 Nothing in this Agreement prohibits the Company, in its sole discretion, from hiring temporary employees. The term temporary employee shall include:

- a. any person who is hired in accordance with Article 15.06 (a)
- b. any person who is temporarily replacing, directly or indirectly, an employee who is on vacation or a leave of absence provided for in this Agreement

14.02 The following provisions of this collective agreement will not apply to temporary employees;

- a. Article 17 - Leaves of Absence
- b. Article 7, 8 or 9
- c. Letter of Understanding 3 - Changes to Benefits

ARTICLE 15 - VACANCIES

15.01 Permanent vacancies within the bargaining unit will be advertised by the Company for a period of five (5) calendar days. The advertisement will set out the general description and the requirements of the permanent vacancy and the date the employee must be available to commence work.

15.02 An employee must satisfy the following conditions to be eligible to apply for a permanent vacancy in a classification:

- a. the employee must have completed his/her probationary period.

- b. the employee must be able to commence work in the permanent vacancy on the date required by the Company.

15.03 The Company shall consider the following factors for the purpose of filling the permanent vacancy:

- a. the employee's qualifications, experience, skill and suitability to the assignment;
- and
- b. the seniority of the employee.

Once an employee meets the criteria as set out in (a) above, the applicant with the higher seniority date will be awarded the position.

15.04 Written applications must be received by the Company within five (5) calendar days after the last day of the advertisement as outlined in Article 15.01 and will be considered in accordance with Article 15.03. The Company will decide regarding the vacancy within a reasonable amount of time.

15.05 The filling of consequential vacancies, if any, shall be subject to the advertising procedure set out in Articles 15.01 through 15.04.

15.06 If no applications are received within the five (5) calendar days as required in Article 15.04, or, if the employees who submitted applications within the five (5) calendar days are not qualified to perform the work, subject to the provisions of Article 15.03, the Company specifically reserves the right to;

- a. fill the permanent vacancy with a temporary employee during the vacancy application process
- b. hire a new employee or transfer other personnel to the permanent vacancy

15.07 The Company agrees to allow the Union to hold up to a sixty (60) minute on boarding meeting with any new employee on the Company premises during the first month of employment.

ARTICLE 16 – STAFF REDUCTION AND RECALL

16.01 STAFF REDUCTION

Staff reductions shall be made according to the following procedure:

- 16.01.01 In the event of a staff reduction, all probationary, temporary and part-time employees within the affected classification shall be laid off before a full time employee is laid off.
- 16.01.02 Where the employees within the affected classification are, qualified, skilled and suited to their current assignment, the reduction shall occur in reverse order of seniority within the classification.
- 16.01.03 The employee affected by the reduction in the original classification shall have the option to displace the most junior employee in a lower classification subject to the employee's ability to meet the necessary qualifications of the lower classification.
- 16.01.04 In the event the surplus employee(s) within the affected classification does not meet the necessary qualifications of the lower classification, or elects not to displace the most junior employee(s) in the lower classification, the employee(s) will be placed on laid off status from the original classification.
- 16.01.05 The process outlined above will continue until such time as the required number of reductions have occurred.
- 16.01.06 Full time employees who elect not to exercise their right to displace will only be recalled to a full-time position in their original classification.
- 16.01.07 Employees shall be given written notice of at least fourteen (14) calendar days in advance of a layoff. A copy of the notice will be sent to the Union.

16.01.08 In the event of layoff for more than six (6) months or permanent, the following will apply:

- i. An employee who is laid off due to lack of work will receive notice of layoff or pay in lieu as follows:
 - a. Less than 1 year - two (2) weeks regular pay
 - b. 1 to 9 years of service - two (2) weeks regular pay for each full year of service up to a maximum of fifty-two (52) weeks.
 - c. 10+ years of service - three (3) weeks regular pay for each full year of service up to a maximum of fifty-two (52) weeks.
- ii. An employee who is terminated due to discontinuance of operations will receive notice of termination or pay in lieu as follows:
 - a. Less than 1 year - two (2) weeks regular pay
 - b. 1 to 9 years of service - two (2) weeks regular pay for each full year of service up to a maximum of fifty-two (52) weeks.
 - c. 10+ years of service - three (3) weeks regular pay for each full year of service up to a maximum of fifty-two (52) weeks.

16.02 RECALL

16.02.01 Recalls shall be made in reverse order of layoff of those employees on laid off status.

16.02.02 When employees are recalled they will be notified either by registered mail or email with a copy of the notification sent to the Union.

16.02.03 Full time employees will be required to return to a recalled position no later than seven (7) calendar days from the date of receipt of notification outlined in 16.02.02. Failure by the employee(s) to return to work in accordance with this provision will result in a loss of all seniority rights. The name(s) of said employee(s) will be removed from the seniority list.

ARTICLE 17 – LEAVES OF ABSENCE

17.01 UNPAID LEAVE OF ABSENCE

17.01.01 An employee requesting an unpaid leave of absence must do so in writing to his/her immediate supervisor and Human Resources Business Partner at least forty - five (45) days prior to the commencement of the requested leave.

17.01.02 The People & Culture department will notify the employee, in writing, within one (1) week of their request, as to whether the leave has been approved or denied. Should the leave be denied, the employee will be advised, in writing, of the reason(s) for the denial.

17.01.03 Should the leave be approved, it is the responsibility of the employee to validate with the Payroll Department that he/she retains benefit coverage. Should benefits be maintained, the employee must contact the Payroll Department to make arrangements regarding the payment of the benefits during the period of leave.

17.02 FAMILY MEDICAL AND ORGAN DONOR LEAVE

Family Medical and Organ Donor leave shall be granted in accordance with the relevant provisions of the Ontario Employment Standards Act (ESA), 2000.

17.03 MATERNITY, PARENTAL AND ADOPTION LEAVE

Maternity, Parental and/or Adoption leave shall be granted in accordance with the relevant provisions of the Ontario Employment Standards Act (ESA), 2000.

- 17.03.01 In the event an employee decides to return to work subsequent to a Maternity, Parental and/or Adoption leave, he/she shall provide the Company with at least six (6) weeks' notice.

17.04 JURY DUTY AND WITNESS

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a cause arising from the employee's duties at the Company, the employee shall not lose regular pay because of such attendance provided that:

- 17.04.01 He/she notifies the Company immediately on the employee's notification that they will be required to attend court
- 17.04.02 He/she deposits with the Company the full amount of compensation received including mileage, travel and meal allowances and the official receipts thereof.
- 17.04.03 The above-mentioned conditions do not apply to an employee involved personally in their own trial or court proceeding. In that case the employee will be granted time off without pay.
- 17.04.04 Seniority and Company service shall continue to accrue during the period of time spent on Jury/witness duty by an employee.

17.05 BEREAVEMENT LEAVE

- 17.05.01 For the purpose of this clause, "immediate family" means spouse, common law spouse, son or daughter, and the child of a common law spouse.
- 17.05.02 In the event of a death of a member of the immediate family, a full-time employee shall be entitled to bereavement leave of up to (5) consecutive calendar days immediately following the date of the death. During that period, the employee shall be paid for those days that are not regularly scheduled days off.
- 17.05.03 For the purpose of this clause, "other members of the immediate family" means father, mother, (or alternately stepfather, stepmother, or foster parent) brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchildren and grandparents.
- 17.05.04 In the event of a death of other members of the immediate family, an employee shall be entitled to bereavement leave of up to three (3) consecutive calendar days immediately following the date of the death. During that period, the employee shall be paid for those days which are not regularly scheduled days off.
- 17.06 Employees elected to attend union business and education programs shall have their leave of absence for such activities counted as time worked for the purpose of Company service and Union seniority.

ARTICLE – 18 PUBLIC HOLIDAYS

18.01 The following shall be recognized as paid holidays:

New Year's Day	Day after New Year's Day
Good Friday	Thanksgiving Day
Victoria Day	Labour Day
Canada Day	Christmas Day
Civic Holiday	Family Day
Boxing Day	Mental Health Day

18.02 Where a holiday falls between Monday and Friday inclusive, it shall be included in the weekly schedule for all employees for that week.

18.03 Where a holiday falls on a Saturday or a Sunday, the Company may designate another day as a day off with pay.

18.04 The Company further agrees to recognize additional holidays declared by the Federal or Ontario Provincial government.

ARTICLE 19 – SAVING CLAUSES

19.01 Should any part of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation by the Government of Ontario, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

19.02 No provision of this Agreement shall be used to reduce an employee's current wages except as provided for in this Agreement.

ARTICLE 20 – VACATIONS

20.01 GENERAL

Employees covered by this Agreement will be granted vacation entitlements as provided for in this article. Such vacation must be taken between January 01 and December 31. Vacation days are granted on January 1 of each year and must be taken before December 31. If vacation days are carried forward into the next calendar year, they shall not exceed (five) 5 days and must be taken between January 3 and March 30 of that year.

20.02 Vacation payment will be made to employees in accordance with Article 21.06. If an employee's employment is terminated for any reason whatsoever, he/she will be paid unused vacation accrued to them in accordance with Part XI of the Employment Standards Act, (ESA) 2000.

20.03 No later than the end of February of each year, employees must submit their vacation requests to their immediate Manager.

20.04 No later than March 15 of each year, the Company will assign the approved vacation dates for each location.

20.05 In the determination of vacation schedule, the following principles will apply:

- a. Employee preferences must be identified no later than the end of February
- b. Employees are encouraged to agree on vacation dates at each location through joint dialogue and agreement with management

- c. It is recognized by all parties that the requirements of the service may necessitate restrictions on the selection of vacation dates
- d. Selection of vacation date will, if necessary, be based on seniority with due regard to the efficient operation of the company's business
- e. Procedure in the application of these principles will be dealt with on a location-by-location basis

20.06 An employee who ceases his/her employment for any reason shall receive vacation pay for vacation time accrued but not yet taken to the date of the cessation of his employment.

20.07 In the event a person ceases to be an employee of the Company for any reason, the Company shall adjust the employee's final pay cheque to recover any overpayment of vacation that may have occurred.

20.08 ENTITLEMENT

Employees shall be entitled to vacation leave with pay. Such time away shall be granted in working days, exclusive of holidays, as provided for in Article 18, which may occur during the vacation period in accordance with the following:

<u>Length of Service</u>	<u>Vacation Time</u>
Less than 1 year on Dec 31	0.83 days per month worked
Year 1 - 4	15 working days.
Year 5 - 9	20 working days.
Year 10 +	25 working days.

For the purposes of this Article, vacation pay is based on basic salary.

20.09 When an employee reaches the required length of service for additional vacation entitlement during the period January 01 - December 31, the employee will be granted the additional entitlement on the first full pay period following his/her anniversary date.

ARTICLE 21 – REPRESENTATION

21.01 The Union agrees to furnish the Company with a list of employees who have been elected or appointed Union Officials and Stewards, authorized to represent the Union, and the Union will keep the list up to date.

21.02 Stewards, members of committees and Union Officers will be required to perform their regular duties and will not leave or otherwise interrupt their regular duties to attend to Union business without first getting permission from their immediate Supervisor or alternate. Permission to attend to legitimate Union business will not be unreasonably withheld.

21.03 The union may elect or appoint not more than three (3) Regional Stewards to assist employees in the preparation and presentation of grievances.

21.04 The Company agrees to furnish the Union with a list of names of supervisory personnel with whom the Union may have transactions in the administration of this Agreement. The Company will keep this list up to date.

ARTICLE 22 – DURATION

This Agreement shall remain binding from the date of ratification up to and including December 31, 2023 and shall continue in full force and effect from year to year thereafter subject to the right of either party, within ninety (90) days immediately preceding the expiry date of this Agreement or any anniversary date in any year thereafter to give to the other party written notice to commence collective bargaining.

In the even written notice to commence collective bargaining is given, the Agreement shall continue in full force and effect while negotiations are being carried on for the arraignment of a further Agreement.

During the life of the collective agreement the Company and the Union agree there shall be no strike, slowdown, work stoppage or lockout as defined in the Ontario Labour Relations Act, 1995.

ARTICLE 23 – LETTERS 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.

IN WITNESS WHEREOF the parties here have signed this Agreement.

DATED this _____ day of _____, 2023

Trader Corporation

Beth Worthington

Fran Rolph

Canadian Office & Professional Employees' Union, Local 343



Rick Miller

Gena Davies

Nick Hawkins

LETTER OF UNDERSTANDING NO. 1

OUTSIDE CONTRACTORS

The parties recognize that the Company may, from time to time, introduce new products on a trial-type basis or have the need to engage in special projects to enhance the product offerings or for any other legitimate business purpose.

To those ends, the parties have agreed that the Company may engage the services of outside contractors to meet those work assignments.

It is understood and agreed that such services are for a temporary period and will not normally exceed a total of twelve (12) consecutive months after which time the individual will be terminated.

In the event the Company determines that an extension of the work assignment is required, the Company will extend the assignment subject to the written agreement of the Union.

It is also agreed that in the event the work assignment or project work is of a lesser duration than originally anticipated, the Company retains, at its sole discretion, the right to terminate the project or work assignment.

At the time of hiring, the outside contractor will be provided with letter of engagement or contract, outlining the nature of the assignment, the anticipated duration, and the salary level.

Finally, in the event the Company decides to convert the contracted assignment to a permanent position, and further concludes that the new position falls under the scope of the Agreement or is new classification within the bargaining unit, the provisions of Article 6 and Article 16 will apply.

FOR THE COMPANY:

Beth Worthington

FOR THE UNION:

Rick Miller



LETTER OF UNDERSTANDING NO. 2

VACATION ENTITLEMENT

During this round of collective bargaining, the parties discussed vacation entitlement and the manner the Company currently allocates and applies vacation time.

Further to the discussions, for the life of this Collective Agreement the Company agreed to continue the existing practice of allocating vacation time.

The Company reserves the right to discontinue this practice subject to written advanced notice being given to the union at the commencement of the next round of collective bargaining.

FOR THE COMPANY:

FOR THE UNION:

Beth Worthington

Rick Miller



LETTER OF UNDERSTANDING NO. 3

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 the signing of this agreement:

- Health & Dental Insurance Plan
- Disability Benefit Plans (STD, AD&D, LTD)
- Pension Plan
- Life Insurance

Before making changes to the 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.

Notwithstanding the foregoing, and from the date of ratification to the expiry of this Agreement, the Company agrees to maintain benefit levels currently in place.

FOR THE COMPANY:

Beth Worthington

FOR THE UNION:

Rick Miller



LETTER OF UNDERSTANDING NO. 4

QUARTERLY MEETING

The parties recognize the value of effective communication between them in order to resolve problems which may develop in the workplace. The Company agrees to meet with the Union committee on a quarterly basis or at such other times as may be mutually agreed to for the purpose of discussing matters of general concern to both parties. The COPE representative may also attend such meetings. In order to foster full and frank discussion at such meetings it is understood and agreed that the discussion held at such meetings will be considered as being on a without prejudice basis. The parties agree to submit to each other a list of items which they wish to discuss at any such meeting at least forty-hours (48) hours in advance of the meeting.

FOR THE COMPANY:

FOR THE UNION:

Beth Worthington

Rick Miller



**Memorandum of Understanding
Between
TRADER Corporation,
And
COPE Local 343
(Representing Ontario Outside Sales)**

Due to the circumstances and challenges of conducting bargaining during the COVID-19 Pandemic the parties agree to modify certain provisions of the Collective Agreement as detailed in this document.

1. Length of agreement.

The current agreement between the two parties expired on October 28, 2019.

- (a) The parties have agreed to extend their current agreement September 30, 2021.
- (b) All provisions and articles of the Collective Agreement will remain as-is throughout the extension period as well as any statutory freeze period.

original signed by Beth Worthington

Beth Worthington
For TRADER Corporation

December 10, 2020

original signed by Rick Miller

Rick Miller
For COPE Local 343

December 10, 2020

APPENDIX 1

January 1, 2022

Compensation Plan: Current Employees

Title	Territory - Increase	Base	Allowance	OTE
Account Manager	Metro	\$79,739.48	\$8,000.00	\$31,000.00
	Urban	\$70,877.00	\$8,750.00	\$27,000.00
Acquisition Specialist		\$68,348.12	\$9,500.00	2 weeks' revenue per sale
V-Auto Specialist		\$68,348.12	\$9,000.00	1 weeks' revenue per sale

*Exception – Commercial & Recreational receive \$10,000 for Car Allowance

February 2, 2022

Compensation Plan: New Hires

Title	Territory	Start Base	At 6 months	At 12 months	Allowance	OTE
Account Manager	Metro	\$63,791.58	\$71,765.53	\$79,739.48	\$8,000.00	\$31,000.00
	Urban	\$56,701.60	\$63,789.30	\$70,877.00	\$8,750.00	\$27,000.00
Acquisition Specialist		\$54,678.50	\$61,513.31	\$68,348.12	\$9,500.00	2 weeks' revenue per sale
V-Auto Specialist		\$54,678.50	\$61,513.31	\$68,348.12	\$9,000.00	1 weeks' revenue per sale

*Exception – Commercial & Recreational receive \$10,000 for Car Allowance

January 1, 2023

Compensation Plan: Current Employees

Title	Territory	Base	Allowance	OTE
Account Manager	Metro	\$81,334.27	\$8,000.00	\$32,000.00
	Urban	\$72,294.54	\$8,750.00	\$28,000.00
Acquisition Specialist		\$69,715.08	\$9,500.00	2.5 weeks' revenue per sale
V-Auto Specialist		\$69,715.08	\$9,000.00	1.5 weeks' revenue per sale

*Exception – Commercial & Recreational receive \$10,000 for Car Allowance

January 1, 2023

Compensation Plan: New Hires

Title	Territory	Start Base	At 6 months	At 12 months	Allowance	OTE
Account Manager	Metro	\$65,067.42	\$73,200.84	\$81,334.27	\$8,000.00	\$32,000.00
	Urban	\$57,835.63	\$65,065.09	\$72,294.54	\$8,750.00	\$28,000.00
Acquisition Specialist		\$55,772.06	\$62,743.57	\$69,715.08	\$9,500.00	2.5 weeks' revenue per sale
V-Auto Specialist		\$55,772.06	\$62,743.57	\$69,715.08	\$9,000.00	1.5 weeks' revenue per sale

*Exception – Commercial & Recreational receive \$10,000 for Car Allowance

OVP / YE-OVP**YE-OVP effective December 31, 2018 / OVP effective January 1, 2018**

% of Target	OVP	YE OVP
120%	27.5%	17.5%
119%	27.5%	12.5%
118%	27.5%	12.5%
117%	27.5%	12.5%
116%	27.5%	12.5%
115%	27.5%	12.5%
114%	22.5%	12.5%
113%	22.5%	12.5%
112%	22.5%	12.5%
111%	22.5%	12.5%
110%	22.5%	12.5%
109%	17.5%	7.5%
108%	17.5%	7.5%
107%	17.5%	7.5%
106%	17.5%	7.5%
105%	17.5%	7.5%
104%	12.5%	7.5%
103%	12.5%	7.5%
102%	12.5%	7.5%
101%	12.5%	7.5%