

January 23, 2019

**Summary of Changes to the Collective Agreement,
COPE 131 Ontario – Yellow Pages
Submitted for Ratification, Effective January 1, 2019 – June 30, 2022**

Article 3 Definitions

- **Temporary employee:** The Employer and the Union agree there may be times when there is a benefit to have new products or other sales initiatives considered on a limited trial basis. Temporary employment and trial project may exist for a maximum of twelve (12) months on an hourly contract basis for the term and shall not be covered by the Collective Agreement.
- **ADE Calculation:**
The calculation of an employee's Average Daily Earnings will occur annually on the first pay period after January 1 each year and remain in effect until replaced by the next period's calculation.
- Removal of the terms "**Renewed, Increased, and New Business**" as a defining term from the collective agreement.

Article 7 Union Stewards

- Maximum number of Union Stewards to be three (3). This does not include any staff of COPE 131 or COPE Ontario.

Article 11 Grievances

- Simplification of the Grievance Process:
- Individual or Group Grievances to follow the same process:
 - Union (COPE) shall have 30 days to present an individual or group Grievance
 - The employer (YP) shall respond within 15 days
 - The Union shall determine the next step in the carriage of the grievance within 20 days of a response.
 - Timelines can be extended with mutual consent of both parties.

Article 13 Layoff

- The basic principle in applying individual or group layoff will be based on the **lowest performance**.
- **Severance:**
 - Employees with less than 10 years of service shall be entitled to a separation payment of 2 weeks average rate of earnings for every year of service.
 - Employees with 10 or more years of service shall be entitled to a separation payment of 3 weeks average rate of earnings for every year of service.

Article 14 Compensation

- REMOVAL of all references to: Commission rates, New & Renewed Business
- REMOVAL of “Minimum Revenue” (RBS) guarantee
- Base Salary for New employees shall be \$40,000.00
- Base Salary for existing employees (at time of ratification) shall be grandfathered at \$45,474.00
- All References to variable compensation to be removed from the Collective Agreement, determination of rates of commission and variable compensation shall be determined by the employer. Changes to the variable compensation require 10 days written notice by the employer.
- **COMPENSATION GUARANTEE:**

The Employer guarantees that for each distinct calendar year of the agreement, an Employee shall receive a minimum of eighty-five (85) percent of the average annual Compensation received by the Employee in the calendar years 2016, 2017 and 2018. Should an Employee not have worked a full calendar year in 2016, 2017 or 2018, the period worked in the applicable calendar year shall be averaged over the missed period to determine the guaranteed Compensation.
- No later than twenty (20) days after the end of each of the first three (3) quarters, the Employer will provide a summary of the employee's compensation earned in the previous quarter. If the applicable quarter's pay is less than twenty-five percent (25%) of the basic guaranteed pay, the employer will pay the employee the difference between the earnings earned and the basic guaranteed pay (minus all mandatory deductions), and not later than forty (40) days after the end of each of those quarters. To receive this advance, the employee must always be employed at the time of payment of this difference. Any advance received during a quarter must be repaid from the portion of the employee's variable compensation for the following quarter, as applicable. No later than January 15th of each calendar year of the Term, the Employer shall provide a detailed summary of the Employee's Compensation earned in the preceding calendar year. Should the Applicable Year Compensation be lower than the guaranteed Compensation, the Employer shall pay the Employee the difference (minus all statutory deductions) before March 1st of the new Calendar year.
- Employees hired as a sales representative after the Effective Date of this Agreement
- The Employer guarantees that for each calendar year of the agreement, an Employee shall receive a minimum of sixty (60) percent (the “Minimum Percentage”) of the average guaranteed Compensation of the Employees in the same Sales Channel as the Employees hired prior to Effective date of this agreement. Notwithstanding the foregoing, the Minimum Percentage shall increase by ten (10) percent annually, until such time as the Employee reaches one hundred (100) percent of the guaranteed Compensation more particularly one hundred (100) percent of the eighty-five (85) percent of the average annual Compensation of the Employees in the same Sales Channel as the Employees hired prior to Effective date of this agreement.

- No later than January 15th of each calendar year of the agreement, the Employer shall provide a detailed summary of the Employee's Compensation earned in the preceding calendar year. Should the Applicable Year Compensation be lower than the guaranteed Compensation, the Employer shall pay the Employee the difference (minus all statutory deductions) before March 1st of the new Calendar year.
- The compensation guarantee provided for by this collective agreement applies only if the Employee is actively employed for the entire calendar year, failing which, the Employee receives only the base salary and variable remuneration actually earned.

Article 14 Attendance at Meetings or Training Courses

- An employee who attends more than one (1) hour meeting initiated by the Employer for the purpose of providing information, instruction or training in relation to new or changed methods or practices, or for the purpose of retraining, shall be paid his/her base salary plus ADE for the period of attendance

Article 18 Annual Vacation

- The following changes will be made to Vacation entitlement:

Net Credited Weeks of VAC	Current Years of Service	Proposed Change
3 Weeks	From 1 to 7	From 1 to 3
4 Weeks	From 8 to 14	From 4 to 11
5 Weeks	From 15 to 21	From 12 to 19
6 Weeks*	22 Years and above	20 Years and above

*Note 6 week vacation entitlement only applies to employees hired prior to July 1, 2013

*Removal of the ability to "BANK" or carry forward 2 weeks of VAC for employees entitled to 6 weeks or more.

Article 19 Absences

- Category of "Step-Children" added to the definition of Immediate Family.

Article 19 Travel Time and Expenses

- Employees will be required to pay their own expenses and use the expense report form to be reimbursed by the Employer.
- All meal expenses exceeding the criteria established by the Employer's travel policy will be deemed to be additional expenses incurred by employees and be borne solely by the employee.

Article 19 **Travel Time and Expenses (cont.)**

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

Article 22 **Duration**

- This proposed Collective Agreement shall run from January 1, 2019 to June 30, 2022