

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CANADIAN OFFICE AND PROFESSIONAL  
EMPLOYEES  
LOCAL 131**

*(Duly recognized bargaining agent,  
hereinafter referred to as the “Union”)*

**AND**

**YELLOW PAGES DIGITAL & MEDIA SOLUTIONS LIMITED**

*(Hereinafter referred to as the “Employer”)*



**MEDIA ACCOUNT CONSULTANTS  
ONTARIO REGION**

**January 1<sup>st</sup>, 2019 June 30<sup>th</sup>, 2022**



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**ARTICLE 1  
PURPOSE & APPLICATION**

1.01 The purpose of this Agreement is:

a) to create an environment in which the employees and the Employer can maximize sales and customer service and in which the Employer can achieve its business objectives in the increasingly competitive market;

b) to provide orderly collective bargaining relations between the Employer and the employees covered by this Agreement;

c) to establish the rates of pay, hours of work and other working conditions for such of the employees as are employed in any of the occupations listed in Appendix A, attached hereto; and

d) to establish a procedure for final settlement without stoppage of work, on application of either party of differences concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement.

The Employer and the Union agree to co-operate fully, individually and collectively to achieve these objectives.

1. The Employer recognizes the Union as the collective bargaining agent for all “employees” term is defined by Article 3. The provisions of this Agreement shall apply to employees within that Article 3 definition of the term “employee”.

1. The Employer agrees to give the Union a minimum of thirty (30) days of written notice if it creates a new function or substantially modifies the working conditions in one or more positions in an existing function covered by this collective agreement.

1.04 The Employer further agrees to negotiate with the Union through the period of notice, to a mutually acceptable conclusion:

i) The inherent working conditions for this new function or substantially modified position, including, as required, the changes necessary to the Agreement due to the creation of this function or substantial modification of this position.

ii) Rates of pay.

1.05 Where the parties do not reach a satisfactory agreement on the items enumerated in Paragraph 1.04, the Employer shall make the decision it deems necessary. Either party may submit the disagreement to arbitration in accordance with the provisions of Articles 11 and 12.

6. Notwithstanding Paragraph 12.03, the arbitrator shall have the powers of an interest arbitrator provided for in the *Labour Code* and shall have jurisdiction solely over the items enumerated in Paragraph 1.04 and forming the subject of the disagreement.

## ARTICLE 2 DISCRIMINATION

2.01 The Employer, the Union and the employees agree to comply with the provisions of the Ontario *Human Rights Code*.

2.02 The Employer, the Union and the employees agree that they shall not unlawfully discriminate against or harass any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap as these terms are defined by the Ontario *Human Rights Code*.

2.03 The Employer shall not discriminate against an employee because of membership in the Union or for exercising any rights under this Agreement.

## ARTICLE 3 DEFINITIONS

3.01 For purposes of this Agreement:

(a) **Employee** refers to all advertising sales employees excluding the Diamond group as specified in the attached Memorandum of Agreement employed by the Employer in any of the occupations in Article 14.06 and for whom the Union is the recognized bargaining agent, but does not include a person who:

- (1) is employed in a confidential capacity in matters relating to labour relations, or
- (2) exercises management functions.

(b) **Probationary employee** means a newly hired employee

(c) **Probationary period** means the period beginning on the date of hire and ending after twelve (12) complete months worked following the completion of the initial training period. Periods on leave or any other absence shall not be included in calculating the twelve (12) month period.

(d) **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.

(e) **Union Steward** means an employee who has been elected to represent a group of employees, and whose election as such has been certified by the Union to the Employer.

(f) **Bargaining Unit** means the employee groups which are subject to this Agreement.

(g) **Average rate of earnings** means an employee's current wage rate (salary) per day, plus the sum of the commissions and other payments in lieu of commissions paid to the employee for the sales periods which are included in the most current Corporate Performance department's latest twelve (12)-month report, divided by 260 days (26 pay periods x 10 working days).

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.

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

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

(h) **Other payments**, as referred to in (f) above, include the average rate of commissions paid in respect of vacations, holidays, sickness benefits and any other days of entitlement as specified in this Agreement.

#### **ARTICLE 4 MANAGEMENT RIGHTS**

4.01 It is the exclusive right of the Employer to manage the business, the operations and the workforce in all respects and in accordance with its commitments and responsibilities to the customers. The Employer agrees that any exercise of these rights shall not contravene the express provisions of this Agreement.

#### **ARTICLE 5 DEDUCTION OF REGULAR DUES**

5.01 Subject to the provisions of this Article, the Employer agrees to make regular flat-rate bi-weekly union dues deductions from the wages of employees in such amount as may from time to time be certified to the Employer by the Secretary-Treasurer of the Union.

5.02 The Employer shall cease making such deductions where an employee is assigned to a position not covered by this Agreement, with the exception of employees assigned to an acting or temporary position for 3 months or less.

5.03 The Employer shall remit the money so deducted in the calendar month following that of deduction, to the Secretary-Treasurer of the Union, by direct deposit to a bank account indicated by the Union or cheque payable to the order of the Union.

5.04 The form of written authority for dues deduction shall be approved by the Employer, and the method of making deductions and of remitting to the Union shall be determined by the Employer.

5.05 The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of the application of this Article

#### **ARTICLE 6 EMPLOYEE INFORMATION**

6.01 The Employer agrees to provide each employee with a soft copy of this Agreement.

6.02 The parties agree that during the Initial Sales Training the union will have 2 hours to meet with unionized MAC's. This meeting will occur at a convenient time set by the Trainer and may be attended by a manager of the Employer. The content will be agreed to in advance for the sole purpose of introducing the employees to the Union. This will cover:

- Presenting a copy of the current Collective Agreement

- Overview of Union Services and structure
- Description of dues deductions and amounts
- Introduction of Union Steward(s)
- Questions related to Union membership and the collective Agreement

**ARTICLE 7  
UNION STEWARDS**

7.01 The number of Union Stewards shall not exceed three (3). The Union agrees to notify the Employer of the name of each Union Steward. Should the Employer expand its operation through some additional regular work location, 1 additional Union Steward per additional work location may be allowed.

7.02 Before changing the status of any Union Steward who is to continue in the Employer's, employ, so as to render him/her ineligible to represent his/her bargaining unit, such Union Steward shall be allowed reasonable time to transfer his/her duties as a Union Steward to his/her successor.

7.03 The Employer agrees to advise the Union Steward concerned where an employee is hired, transferred or promoted to a management position. Such advice shall be given to the Union Steward at the time the employee is informed or immediately thereafter.

**Leave of Absence for Union Stewards**

7.04 Subject to service requirements, as determined by the Employer, leave of absence without pay shall be granted to not more than two (2) elected Union Stewards, for a period of up to three (3) days in any twelve (12)-month period, to attend Union meetings or conferences, provided a request for such leave is made to the Employer in writing five (5) days prior to the date of the leave of absence.

7.05 Leave of absence of up to three (3) days at the average rate of earnings may be granted to a maximum of three (3) employees elected as executives of the unit, for the purpose of preparing for contract negotiations with the Employer.

**ARTICLE 8  
TIME ALLOWANCE**

8.01 The Employer agrees that, during working hours:

- (a) an employee having a grievance may confer with his/her Union Steward or with management,
- and
- (b) Union Stewards may handle grievances,

without deduction of the time so occupied in the computation of time worked for the Employer, and without deduction of wages in respect thereof, provided however that each employee or Union Steward arranges with his/her immediate supervisor, subject to service requirements, for all time off the job required for the above-mentioned purposes.

8.02 The Employer agrees that, during working hours, any authorized bargaining representative of the Union, as described in Paragraph 8.01, may attend collective bargaining or Union-management consultative meetings without deduction of the time so occupied in the computation of time worked for the Employer. Each authorized bargaining representative shall be paid while so occupied at his/her average rate of earnings, provided however that such representative arranges with his/her immediate

supervisor, subject to service requirements, for all time off the job required for the above-mentioned purposes.

8.03 The Employer and Union agree to form a joint labour relations committee consisting of a total of four (4) members. Each party shall appoint two (2) representatives. The purpose of this advisory committee is to study any issue, including grievances, in which the parties have a common interest in seeking a solution. The committee shall determine its operating procedures. The two (2) representatives appointed by the Union shall be released for a maximum of eight (8) meetings per year with no loss of salary.

## **ARTICLE 9 BARGAINING PROCEDURE**

9.01 All negotiations with a view to the completion of a new collective agreement shall be conducted between:

- a) the authorized bargaining representatives of the Union, not to exceed three (3) employees (including, if so designated by the Union, the President of Local 131, if an employee as defined in Para. 3.01 (a) of this Agreement);
- and
- b) the designated bargaining representatives of the Employer.

9.02 The Representative of Local 131 of the Union may take part in all negotiations upon the request of the Union or the Employer.

9.03 No agreement resulting from collective bargaining as herein provided shall be deemed to have been concluded until it is reduced to writing and signed by the authorized bargaining representatives of the Union and by the designated bargaining representative of the Employer. An agreement so signed shall take effect as and from the effective date specified therein.

## **ARTICLE 10 DISCIPLINE AND DISMISSAL**

10.01 (a) No employee shall receive a written reprimand or written warning, be suspended, demoted or dismissed for any reason except for just cause.

(b) Notwithstanding subparagraph (a) above, the Employer retains the right to terminate the employment of a probationary employee at its sole discretion, with or without cause. In cases where the termination of the employee may result from performance concerns, the Employer shall communicate these concerns to the Union within a reasonable time period prior to the end of the probationary period. The Employer's decision shall be upheld unless the Union can establish that the decision was made arbitrarily or in bad faith. This shall constitute a lesser standard than just cause.

10.02 (a) At any meeting between management of the Employer and an employee which is called for the explicit purpose of delivering a written warning or a disciplinary suspension or dismissal, the Union Steward shall, unless the employee objects, be invited by the Sales Manager to be present. The Steward shall be given reasonable notice of such meetings. This provision does not apply to written warnings related to the employees' sales performance. Failure to comply with this provision shall not have any impact on the validity of the discipline. However, if the Steward did not receive reasonable notice and was unable to attend, the Manager shall hold a second meeting for the Steward and the employee.

(b) Where circumstances required the spontaneous imposition of discipline, the Employer shall advise the employee's Union Steward as soon thereafter as possible.

10.03 The Employer agrees to provide the employee, his/her Union Steward and the Chief Steward/ Business Representative

with written notification of any disciplinary measure or dismissal and the reasons for such measure, at the time it is taken or as soon thereafter as possible in the case of a written reprimand, written warning, dismissal or demotion, and within 1 week in the case of a suspension.

10.04 Any employee may grieve a disciplinary measure or dismissal, as referred to in Paragraph 10.01, which he/she feels is unwarranted, in accordance with the provisions of Article 11.

10.05 In the case of a dismissal, the matter may be referred directly to the grievance procedure as provided in Article 11.

10.06 All disciplinary measures referred to in Paragraph 10.01 shall form and become part of the disciplinary record of the employee.

10.07 An employee shall have the right to inspect his/her disciplinary record after making suitable arrangements with their Sales Manager. With the employee's consent, his/her Union Steward shall also have the right, under the same conditions, to inspect the disciplinary record where the employee grieves the imposition of discipline or a dismissal.

## **ARTICLE 11 GRIEVANCES**

### **Definitions for this Article**

11.01 a) Grievance means any dispute relating to the interpretation, administration or alleged violation of any provisions of this Agreement, or of matters not covered by this Agreement which relate to working conditions.

b) Grievor means the employee or groups of employees concerned, the Union or the Employer.

c) Group Grievance means a grievance which is based on the same event and requests the same remedy and is submitted at the same time by more than one employee.

d) Union Steward means an employee as defined in Article 3.01 (e) or another Union Official designated by the President of the Union Local (including the Union Local President) and previously made known to the Employer.

### **General**

11.02 (a) the parties to this Agreement are committed to promptly resolving any differences between the Union, the employees it represents and the immediate sales manager. The parties agree that the employee and the manager of the employee should meet to try to resolve the differences prior to a grievance being filed in accordance with the provisions of this Article. The employee's Union Steward may attend this meeting, if the employee so desires. However, where the issue in question alleges a violation of Article 2.02 by that manager, the employee may file a grievance without first bringing it to the attention of the manager.

(b) Individual on group grievance shall be handled in the following manner:

Step 1: The union may present a grievance to the employer within thirty (30) calendar days following the date of the occurrence on which such a grievance is based

Step 2: The employer shall provide a response to the union within fifteen (15) calendar days of receipt of the grievance

Step 3: The union shall respond to the employers Step 2 response within twenty (20) calendar days in one of the following three (3) ways:

- a. Withdraw the grievance
- b. Place grievance in abeyance with mutual consent
- c. Refer the grievance to the arbitration process

11.03 Where a grievance is being handled by a Union Steward, the Employer shall not endeavour to adjust the grievance with the employee involved without a prior notice to his/her Union Steward. Where, after such notice, an interview between the employee and management is to take place, the employee shall have the right to be accompanied by his/her Union Steward. No such grievance shall be deemed to have been settled without the concurrence of the employee's Union Steward.

11.04 The right of the individual employee or groups of employees to adjust their grievance personally with the management of the Employer through the regular supervisory channels is not restricted by this Agreement, except as provided in Article 11.03.

#### **Time Limits**

11.15 Any grievance not presented or processed by the Union in conformity with the mandatory time limits prescribed in this Article shall be deemed to have been abandoned and cannot be continued or reopened.

11.16 If the Employer fails to respond or if the grievance is not settled within these time limits, the grievance may be processed immediately to the next step.

11.17 Notwithstanding the relevant provisions of the Labour Relations Act, the parties agree that the time limits stated in Articles 11 and 12 are mandatory and should not be extended in arbitration. These time limits can only be extended with the written consent of both parties.

### **ARTICLE 12 ARBITRATION**

12.01 Either party may institute arbitration proceedings, but no later than twenty (20) calendar days after receiving the aforementioned response, to have the difference in question determined. It is expressly agreed that the right to arbitration does not extend to any matters other than those concerning the interpretation, application, administration or alleged violation of this Agreement.

12.02 In the event that it becomes necessary to submit any matters to arbitration, the parties shall endeavour in each instance to agree upon and appoint a single arbitrator, within five (5) working days following the service by either party upon the other of written notice to arbitrate. If the parties fail to agree upon the appointment of an arbitrator, application may be made by either party, on written notice to the other, to the Minister of Labour for Ontario, to appoint as arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements.

12.03 The arbitrator shall not have any power to alter or change any of the provisions of this Agreement, substitute any new provisions for any existing provisions thereof or add any new provisions. In addition, in reaching his/her decision, the arbitrator shall be bound by the terms and provisions of this Agreement.

12.04 Notwithstanding the provisions of Article 12.03, in reaching a decision on a grievance related to a dismissal, suspension, demotion or disciplinary action, the arbitrator shall have the authority to:

- (a) affirm the Employer's action and dismiss the grievance,
- (b) set aside the penalty imposed by the Employer and restore the Grievor to his/her former position with or without compensation,
- (c) modify in whole or in part the penalty imposed by the Employer as he/she may deem just and reasonable in the circumstances.

12.05 The arbitrator may, before the hearing, require the representatives of the parties to appear before him to define the question of interpretation, application, administration or alleged violation to be arbitrated and to establish the procedure to be followed at the hearing. The arbitrator's fees in connection with this appearance shall be shared by the Employer and the Union. All steps in connection with the arbitration shall be taken as expeditiously as possible.

12.06 The parties shall each bear one-half of the fees and expenses of the arbitrator and of any clerk or stenographer whom he/she may require. Each party shall bear all expenses incurred by it, whether of witnesses, the attendance of witnesses and outside representatives, exhibits or otherwise.

12.07 The decision of the arbitrator shall be final and binding on the parties. Such decision shall not have retroactive effect prior to the date the grievance was presented in writing to the Employer.

### **ARTICLE 13 LAYOFF**

13.01 In the event of a lay-off, a ten (10) day notice shall be given to an employee and to the Union prior to the effective date of the layoff. The basic principle in applying individual or group layoff will be based on the lowest performance.

An employee with less than ten (10) years of net credited service, shall be entitled to a separation payment of two weeks average rate of earnings for each year of service. An employee with at least ten (10) years of net credited service shall be entitled to a separation payment of three (3) weeks average rate of earnings for each year of service to a maximum payment of seventy-five (75) weeks. To be entitled to this separation payment, the employee:

- (a) has been terminated within the meaning of the *Employment Standards Act* due to a lack of work; and,
- (b) is not entitled to receive a pension on the effective date of the termination.

13.02 The separation payment referred to in Article 13.01 includes all amounts which may be owing under the *Employment Standards Act*. If a terminated employee does not qualify for the payment identified in Article 13.01, or if the *Employment Standards Act* provides a greater benefit than Article 13.01, then the provisions of the *Employment Standards Act* shall apply, and the Article 13.01 payment shall not be made.

### **ARTICLE 14 COMPENSATION**

For the duration of the agreement, the annual base salary for Sales channel employees will be:

Channel	Premise
Base Salary	\$40,000*

\* Any employees hired before the date of the signature of the agreement will maintain their current base salary of \$45,474 for the duration of the agreement

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

- a) provide written notification to the affected Employee and the Union Steward describing the modification to take place. Such notice shall be provided not less than ten (10) calendar days before the modification is to take effect;
- b) allow an affected Employee or the Union Steward to request a meeting with the Director of Human Resources to discuss the proposed modification. Said meeting will occur within five (5) calendar days of the Employee or Union Steward’s request.

#### 14.02 Compensation Guarantee

Although the Employer will have sole discretion in setting, determining and modifying the Employee Compensation, the Employer wishes to provide Employees with certainty of a minimum level of Compensation.

Employees hired as a sales representative prior to Effective Date of this Agreement

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 15<sup>th</sup> 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 1<sup>st</sup> 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 15<sup>th</sup> 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 1<sup>st</sup> 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.

#### **Attendance at Meetings or Training Courses**

14.03 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 base salary plus his/her daily average earnings only for the period of attendance.

#### **Attendance at employee-management committee meetings**

14.04 An employee attending employee-management committee meetings shall be paid his/her average rate of earnings during the time spent at such meetings in the event said meetings exceed one half day in duration.

#### **Paydays**

14.05 An employee shall be paid through direct deposit every alternate Friday at his/her current wage rate for the two (2)-week period ending the Saturday previous to the pay day, and for commission earned on work completely processed up to the close of business fifteen (15) days prior to the payday. Pay will be adjusted for unpaid absences which occurred during the two (2)-week period preceding the pay period.

### **ARTICLE 15 SENIORITY**

15.01 Seniority, for the purpose of this Agreement, shall be determined by the net credited service as shown on the Employer records.

15.02 A complete list of seniority shall be posted on the date of signing of this Agreement and revised annually, and a copy shall be forwarded to the Chief Steward.

15.03 In the case of layoffs, the seniority of employees shall govern where all other factors are relatively equal.

15.04 Seniority, once established, shall be forfeited and the employee's employment shall be deemed to be terminated for just cause under the following conditions:

- (a) if the employee resigns;
- (b) if the employee retires

- (c) if the employee is discharged and is not reinstated through the grievance procedure;
- (d) if the employee fails to report for work after a leave of absence unless the leave has been extended in writing by the Employer;
- (e) if the employee is absent from work for three (3) consecutive scheduled working days without notifying the Employer unless the employee can prove that he/she was unable to notify the Employer.

**ARTICLE 16  
HOURS OF WORK**

16.01 Normal hours of work shall be 37 1/2 hours per week.

**ARTICLE 17  
HOLIDAYS**

17.01 The following shall be recognized as Employer holidays:

January 1	Easter Monday	Labour Day
January 2	Victoria Day	Thanksgiving Day
Family Day	Canada Day	December 25
Good Friday	August Civic Holiday	December 26

17.02 Where a Employer holiday falls on a Sunday, the Monday immediately following shall be observed as the holiday.

17.03 Where a Employer holiday falls on a day Monday to Friday inclusive, it shall be included in the weekly schedule for all employees for that week.

17.04 Where a Employer holiday falls on a Saturday, the Employer may designate another day as a general day off with pay or, if the Employer does not designate such a day, the Employer shall grant another day off with pay at a time convenient to the employee and the Employer.

17.05 Notwithstanding the provisions of Paragraphs 17.02, 17.03 and 17.04, the observance of the December 26 holiday shall be in accordance with the following:

- (a) Where December 26 falls on a Monday, the Tuesday immediately following shall be observed as the holiday.
- (b) Where December 26 falls on a day Tuesday to Friday inclusive, it shall be included in the weekly schedule for all employees for that week.
- (c) Where December 26 falls on a Saturday or Sunday, the Monday immediately following shall be observed as a holiday.

17.06 The Employer agrees to recognize additional statutory holidays as enacted by federal or provincial legislation during the term of this Agreement.

**Holiday Pay**

17.07 Where an employee is not required to work on a Employer holiday which falls on a day within his/her scheduled work week, the employee shall be granted the day off with pay at his/her average rate of earnings, this pay to be known as holiday pay.

**ARTICLE 18**

## ANNUAL VACATION

18.01 An employee, in the year he/she is engaged or re-engaged, shall be entitled to 1 day of vacation with pay for each month of service completed in that calendar year, up to a limit of ten (10) days of vacation with pay.

For purposes of this Paragraph:

(a) for an employee engaged or re-engaged on or before the fifteenth day of the month, service shall be counted from the first day of that month.

(b) for an employee engaged or re-engaged on or after the sixteenth day of the month, service shall be counted from the first day of the following month.

18.02 An employee, in the years subsequent to his/her year of engagement or re-engagement, shall first become entitled to a vacation with pay in accordance with the table below in the year in which he/she is to complete the required number of years service.

The same entitlement applies to each subsequent year, until a higher entitlement is attained as indicated in the table below:

Years of Service	Net Credited Weeks of Vacation
From one (1) to three (3)	3 weeks
From four (4) to eleven (11)	4 weeks
From twelve (12) to nineteen (19)	5 weeks
More than twenty (20) and more	6 weeks

18.03 Any new employee hired after July 1, 2013 will not be eligible for six (6) weeks of vacation.

18.04 All vacations are for a full calendar year. The vacation for a particular year may be scheduled during the period of January 1 of that year to the end of April of the following year, it being understood that vacation entitlement is determined in accordance with net credited service in the year for which the vacation is given.

18.05 An employee who accumulates less than a full year of net credited service in a calendar year shall be entitled to a vacation with pay for that calendar year based on the entitlement stipulated in Paragraph 19.02 but prorated for the number of months of service accumulated in that calendar year. For purposes of vacation prorating, service is based on the number of months in which an employee has accumulated fifteen (15) days or more of net credited service.

18.06 (a) Any employee entitled to more than two (2) weeks of vacation may, if the Employer and the employee mutually agree, take any portion of his/her entitlement in excess of two (2) weeks consecutively with his/her vacation, or portion thereof, for the following year, it being understood that not more than two (2) weeks of the current vacation entitlement may be taken consecutively with the following year's entitlement.

(b) The banked weeks as per (a) above and the full following year's entitlement must be scheduled as per the constraints of Paragraph 18.04.

(c) Where vacation periods applicable to two (2) different years are to be taken consecutively, notification to management must be given during the period of December 1 to December 31 of the first such year.

18.07 Where a Employer holiday falls on a day of the annual vacation, an employee shall be entitled to an additional day off with pay. This day may be taken by extending the vacation by one (1) day, or on a day convenient to the employee and the Employer but no later than twelve (12) months from the actual date of the holiday.

18.08 Vacation schedules shall be prepared each year by the Employer with due consideration given to seniority, provided however that such schedules shall be arranged as to cause, in the judgment of the Employer, the least possible interference with efficient performance of the work. In general, vacations shall commence at the beginning of the calendar week unless the demands of the work make this impossible.

18.09 Notwithstanding the provisions of Paragraphs 18.06, an employee shall not have the right to carry forward all or part of a vacation from one vacation period to another, or to take two (2) vacations consecutively.

18.10 Where an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the vacation and is prevented from taking the vacation, the Employer may reschedule the vacation at a later date in the calendar year for which the vacation is given or by the end of April of the following year.

18.11 An employee shall be paid during vacation at his/her average rate of earnings, but vacation pay for vacations of two (2) weeks or more shall not be less than four percent (4%) of the employee's earnings for the preceding calendar year.

#### **Pay in Lieu of Vacation**

18.12 Where an employee resigns, is laid off, is dismissed or has completed his/her work, he/she shall be granted pay in lieu of vacation for the current calendar year, calculated in the manner set forth in Paragraphs, , 18.14.

18.13 An employee with less than one (1) year of net credited service shall be granted four percent (4%) of his/her earnings for the entire period of current service, reduced by the amount of the pay applicable to any part of a vacation taken by the employee during the same period of service.

18.14 The amount of pay in lieu of vacation to be granted in accordance with Paragraphs 19.16 and 19.17 shall be reduced by the amount of the pay applicable to any part of a vacation for the current calendar year taken by the employee before he/she left the Employer's service.

### **ARTICLE 19 ABSENCES**

#### **Absence Due to Sickness or Quarantine Prior to the Eighth (8<sup>th</sup>) Full Calendar Day of Absence**

19.01 Any employee who is absent due to sickness or quarantine shall be paid wages only for the 2 working days of his/her absence, and at the employee's average rate of earnings for the third, fourth and fifth working days of his/her absence; thereafter, payment shall be made in accordance with Employer practice.

### **Absence Due to Death in the Immediate Family**

19.02 An employee shall be granted, in the event of the death of his/her spouse, common-law spouse, son or daughter, step children, bereavement leave with pay of up to five (5) days from the employee's scheduled working days that occur during the five (5) days immediately following the day of the death. Pay shall be based on the employee's average rate of earnings.

19.03 An employee shall be granted, in the event of the death of his/her father or mother, brother or sister, mother-in-law or father-in-law, or any other relative residing in the same permanent residence as does the employee, bereavement leave with pay of up to three (3) days from the employee's scheduled working days that occur during the five (5) days immediately following the day of the death. Pay shall be based on the employee's average rate of earnings.

19.04 The company may extend the period of bereavement leave with pay provided for in Paragraphs 20.02 and 20.03 to a maximum of 5 days from the scheduled working days that occur during the 7 days immediately following the day of the death where it is necessary for the employee to leave the city in which he/she is employed

19.05 An employee shall be granted in the event of the death of his/her grandparent or grandchild, bereavement leave with pay of up to three (3) days from the employee's scheduled working days that occur during the five (5) days immediately following the day of the death. Pay shall be based on the employee's average rate of earnings.

### **Absence due to jury duty**

19.06 Except as provided in Paragraph 12.06, an employee who is absent due to jury duty or subpoenaed as a witness shall be paid at his/her average rate of earnings.

### **Parental Leave**

19.07 (a) An employee shall be granted child care or adoption leave, without pay, under the conditions of eligibility set forth in the applicable Employer Practices currently in effect, or as amended from time to time by the Employer.

(b) An employee may be absent from work five (5) days per year, without pay, for obligations related to custody, health or education of a minor child, when the parent's presence is required due to circumstances that are unpredictable or beyond his/her control. The employee must have considered all other reasonable means available to fulfill the obligations and to limit to a minimum the duration of the employee's absence.

Such leave can be divided into days. A day may also be divided with the consent of the Employer. The employee shall inform the Employer of his/her absence as soon as possible.

Additional authorized absences, without pay, for any other absence may be granted by the Employer.

19.08 In addition, an employee who has completed six (6) consecutive months of continuous employment with the Employer and who meets the conditions of eligibility set forth in the applicable Corporate Practices shall receive a Supplemental Pregnancy Allowance in accordance with these same conditions.

## **ARTICLE 20 TRAVEL TIME AND EXPENSES**

20.01 Where an employee is required by Employer instructions to travel from one locality to another by car, the time allowance for travel, as determined in accordance with the following principles, shall be considered as forming part of the basic hours of work.

20.02 Time allowance shall be related to the total distance between the localities as follows:

- (a) distance from 1 km to 80 km - 30 minutes for each 25 km or fraction thereof.
- (b) distance over 80 km - 20 minutes for each 25 km or fraction thereof.

20.03 Distance, for the purpose of computing the travel allowance, shall be that between recognized central points in the localities and shall be provided by:

- a) Google Maps
- b) Mutual agreement between the Employer and Union.

### **Expenses**

20.04 (a) The Employer shall pay, at rates approved by the Employer, the transportation expenses, by common carrier, private car or other means, and the board and lodging expenses which, in the opinion of the Employer, were necessarily incurred by an employee on a job assignment. The employees will need to pay their own expenses and use the expense report form to be reimbursed by the Employer.

(b) In the event that reimbursement pertains to the use of a private car, such payment shall be contingent upon the fact that the employee is in possession of a valid driver's license.

20.05 Any additional car expenses, either capital or operational, incurred by employees in the performance of the job shall be borne solely by the employee.

20.06 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.

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 expense report for reimbursement. Any exception to this policy requires the approval from the Head of Sales.

## **ARTICLE 21 VALIDITY OF AGREEMENT**

21.01 In the event of any provisions of this Agreement, or of any of the practices established hereby, being or being held to be contrary to the provisions of any applicable law now or hereafter enacted, this Agreement shall not be nor be deemed to be abrogated but shall be amended so as to make it conform to the requirements of any such law.

## **ARTICLE 22 DURATION**

22.01 This Agreement shall become effective on January 1<sup>st</sup>, 2019 and shall be and remain in force until June 30<sup>th</sup>, 2022. This Agreement supersedes the previous agreement reached between the Employer and the Union which was originally intended to apply to July 1<sup>st</sup>, 2016 and subsequently extended until June 30<sup>th</sup>, 2018.

22.02 This Agreement will remain in full force and effect after June 2022, unless terminated by two (2) months written notice.

22.03 Notice shall be sufficient with respect to the Union if addressed to the Representative of the Canadian Office and Professional Employees, Local 131, 2 Romeo Crescent, Woodbridge, Ontario L4L 6Z7 and with respect to the Employer if addressed to the Director of Human Resources of the Employer at 1751 Richardson, Montreal (Quebec), H3K 1G6.

**ARTICLE 23  
HEALTH AND SAFETY**

23.01 One employee who is elected by the bargaining unit shall be part of the Employer's Health and Safety Committee. The Employer may appoint additional management representatives to the Health and Safety Commit

**ARTICLE 24  
SIGNATURE**

IN WITNESS WHEREOF the parties have caused this Collective Agreement to be executed by their duly authorized representatives this        day of January 2019.

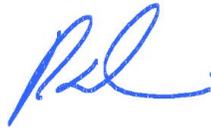
\_\_\_\_\_  
Pierre Bédard  
Vice-President, Human resources

\_\_\_\_\_  
Sherilyn King  
Vice-President, Sales

\_\_\_\_\_  
Kate Nash  
Director Sales, Premise Central



Steven Reeves  
COPE Local 131 President



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Rick Miller  
Staff Representative COPE Ontario



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Kerig Ahearn  
Union Steward



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Daniel Hunter  
Union Steward



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Julia Shaw  
Union Steward



\_\_\_\_\_  
Jason Ware  
Union Steward

**BETWEEN:**  
**Yellow Pages Digital & Media Solutions Limited**  
(hereinafter the “Employer”)

and

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES’ UNION (Local 131)**  
(hereinafter the “Union”)

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**LETTER OF UNDERSTANDING - NON-SOLICITATION**

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This Letter of Understanding only applies to employees who resign from employment with **the Employer** during the term of this Agreement.

Employees hired after the date of ratification of this Agreement will be required to sign restrictive covenants. These restrictive covenants will limit the employees’ ability to use, for the advantage of any competitive business any training, confidential information or relationships with customers or other employees of the Employer. The parties acknowledge and agree that these covenants are enforceable and will continue to be enforceable following the employee’s cessation of employment, however that cessation is caused.

Employees hired prior to the ratification of this Agreement shall continue to be bound by any restrictive covenant which they have executed. The parties agree that these covenants shall be enforceable during and after the cessation of employment however that cessation is caused.

The parties agree that the existence of this Collective Agreement shall not have any impact on the enforceability of any restrictive covenants which have been executed by employees.

NOTE: This Letter of Understanding does not apply to those employees who have not previously signed restrictive covenants.

**BETWEEN:**

**Yellow Pages Digital & Media Solutions Limited**  
(hereinafter the "Employer")

and

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION (Local 131)**  
(hereinafter the "Union")

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**LETTER OF UNDERSTANDING - MAINTENANCE OF BENEFITS**

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The Employer shall maintain, for the duration of the Collective Agreement, in as much as they apply to the employees covered by the Collective Agreement, the benefits of the following plans, as they existed at the signing of this Collective Agreement:

- Health Care
- Life Insurance
- Accident Insurance
- Disability Benefit Plans
- Pension plan

The Employer shall not modify the benefits provided under these plans without the Union's consent. The Union must answer the Employer's request within thirty (30) days and cannot deny it without valid reason.

Any modification shall be made in accordance with applicable regulations and legislation.

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**Yellow Pages Digital & Media Solutions Limited**  
(Hereinafter the “Employer”)

and

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES’ UNION (Local 131)**  
(Hereinafter the “Union”)

- 
1. The purpose of this Memorandum of Agreement is to set out the agreement of the parties regarding the assignment of Diamond Accounts to Diamond Account Managers by the Employer for the term of the collective agreement, which is January 1<sup>st</sup>, 2019 to June 30, 2022 and any statutory freeze period.
  2. A Diamond Account Manager shall not be assigned accounts other than Diamond Accounts, which are defined as accounts that are \$5,000 or more per month.
  3. Diamond Account Managers assigned accounts in accordance with this Memorandum of Agreement are not part of the bargaining unit represented by the Union and are not covered by the collective agreement between the Employer and the Union.
  4. Unless otherwise agreed upon by the parties, the total number of Diamond Account Managers employed at any one time shall not exceed twelve (12).
  5. The parties agree that this Memorandum of Agreement is without prejudice or precedent to any future positions or arguments either the Employer or the Union will advance regarding the scope of the bargaining unit or other related legal positions. Without limiting the foregoing, following the expiry of the Memorandum of Agreement as described in paragraph 1 above, the parties’ rights in respect of matters covered by this Memorandum shall be as they were immediately prior to the execution of this Memorandum of Agreement and neither party shall place any reliance on the Memorandum for any purpose.