

COLLECTIVE AGREEMENT

BETWEEN

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

LOCAL 131

AND

YELLOW PAGES GROUP COMPANY

**DIRECTORY SALES REPRESENTATIVES
ONTARIO REGION**

Effective: May 15th, 2007
Expires: September 30th, 2011

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*(Duly recognized bargaining agent,
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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 Company can maximize sales and customer service and in which the Company can achieve its business objectives in the increasingly competitive market;

b) to provide orderly collective bargaining relations between the Company 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 **Company** and the Union agree to co-operate fully, individually and collectively to achieve these objectives.

1.02 The Company 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”.

1.03 The Company 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 Company 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.
 - iii) Compensation treatment.
- 1.05 Where the parties do not reach a satisfactory agreement on the items enumerated in Paragraph 1.04, the Company 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.
- 1.06 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 Company, the Union and the employees agree to comply with the provisions of the Ontario *Human Rights Code*.
- 2.02 The Company, 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 Company 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** means an Ontario Region Directory Sales Representative employed by the Company in any of the occupations listed in Appendix A, attached hereto, 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) **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 Company.
- (e) **Bargaining Unit** means the employee groups which are subject to this Agreement.

- (f) ***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 12-month report, divided by 260 days (26 pay periods x 10 working days). The calculation of an employee's Average rate of earnings will occur bi-annually on the first pay period after January 1st and July 1st each year and remain in effect until replaced by the next period's calculation.

For an employee with less than 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 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 months worked average.

- (g) ***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.
- (h) ***Renewed business*** means the amount to be charged for advertising renewed for the forthcoming directories, where such amount is equal to or less than the amount charged for advertising in the current directories, to the customer, or to his/her predecessor whose business he/she has acquired and whose telephone number he/she has assumed.
- (i) ***Increased business*** means:
- (1) that part of the amount to be charged for advertising sold to the customer for the forthcoming directories which is in excess of the amount charged to this customer for advertising in the current directories at forthcoming directory rates, or
 - (2) where the rates for the forthcoming issue of the directory are reduced as a result of a general or specific rate revision or as a result of the directory being assigned to a lower rate band, that part of the amount to be charged to the customer for advertising in the forthcoming directory which is in excess of the amount charged to this customer for advertising in the current directory, reduced by the amount of the applicable rate reduction.

- (j) *New business* means the amount to be charged for advertising sold for the forthcoming directory to a customer with no advertising in the current directory.
- (k) Ontario *Region* means the Company's sales division in the Scarborough, and Sudbury offices or any offices that replace those locations.

ARTICLE 4

MANAGEMENT RIGHTS

- 4.01 It is the exclusive right of the Company to manage the business, the operations and the workforce in all respects and in accordance with its commitments and responsibilities to the customers. The Company 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 Company 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 Company by the Secretary-Treasurer of the Union.
- 5.02 The Company 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 Company 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 Company,, and the method of making deductions and of remitting to the Union shall be determined by the Company.

- 5.05 The Union agrees to indemnify and save the Company 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 Company agrees to provide each employee with a soft copy of this Agreement.

ARTICLE 7

UNION STEWARDS

- 7.01 The number of Union Stewards shall not exceed 8. The Union agrees to notify the Company of the name of each Union Steward.

Should the Company 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 Company'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 Company 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 Company, leave of absence without pay shall be granted to not more than 2 elected Union Stewards, for a period of up to 3 days in any 12-month period, to attend Union meetings or conferences, provided a request for such leave is made to the Company in writing 5 days prior to the date of the leave of absence.
- 7.05 Leave of absence of up to 3 days at the average rate of earnings may be granted to a maximum of 8 employees elected as executives of the unit, for the purpose of preparing for contract negotiations with the Company.

ARTICLE 8

TIME ALLOWANCE

- 8.01 The Company 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 Company, 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 Company 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 Company. 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 Company 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 8 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 Company, not to exceed 8.

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

- 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 Company. 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 Company 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 Company shall communicate these concerns to the Union within a reasonable time period prior to the end of the probationary period. The Company'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 Company 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 Company shall advise the employee's Union Steward as soon thereafter as possible.

- 10.03 The Company agrees to provide the employee, his/her Union Steward and the Chief Steward 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 **Step 2** of 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 at **Step 1** of the Grievance procedure and at **Step 2**, if so requested by the Union.

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 Company.
- 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 (d) or another Union Official designated by the President of the Union Local (including the Union Local President) and previously made known to the Company.

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) Grievances handled by the Union at the request of an individual employee, shall be processed in accordance with Articles 11.02, 11.03, 11.04, 11.05, 11.06, 11.07, 11.08 and 11.09, and not in any other manner, provided each grievance is presented to the Company within forty-five (45) calendar days following the date of the occurrence on which such grievance is based.
- (c) Grievances handled by the Union at the request of a group of employees, shall be processed in accordance with Articles 11.02, 11.03, 11.04, 11.05, and 11.10 (or 11.11 and 11.12) and not in any other manner, provided each grievance is presented to the Company within forty-five (45) calendar days following the date of the occurrence on which such grievance is based.

- 11.03 All grievances shall be submitted in writing on a standard record of grievance form agreed to by the parties, and shall include:
- i) the Grievor's name and occupation;
 - ii) the date of the event giving rise to the grievance;
 - iii) the grievance number, obtained from the Company Human Resources Department;
 - iv) the clear and concise description of the item causing the grievance;
 - v) the remedy sought from the Company;
 - vi) identification of the Article(s) allegedly violated, unless the grievance relates to a matter not covered by this Agreement.
- 11.04 Where a grievance is being handled by a Union Steward, the Company 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.
- 11.05 The right of the individual employee or groups of employees to adjust their grievance personally with the management of the Company through the regular supervisory channels is not restricted by this Agreement, except as provided in Article 11.04.

Process - Individual Grievances

(Also refer to Appendix B)

Step 1

- 11.06 If the complaint is not resolved as a result of Article 11.02 (a) the Union Steward, on the employee's behalf, may submit a grievance in accordance with Article 11.03 to the first level of management having jurisdiction over the Grievor or another designated manager within forty-five (45) calendar days of the event giving rise to the complaint. The Manager shall respond to the Union Steward within seven (7) calendar days of the receipt of the grievance.

Step 2

- 11.07 Where a grievance has not been settled at Step 1, it may be submitted by the Union Steward to the appropriate Director of Sales within seven (7) calendar days of the disposition of the matter at Step 1. The Director of Sales shall respond to the Union Steward in writing within fourteen (14) calendar days of the receipt of the grievance.

11.08 A grievance which relates to the interpretation, application, administration or alleged violation of any provision of this Agreement, which is not settled within five (5) working days following the decision of the appropriate Director of Sales, may be referred to an arbitrator by either party upon written notice to the other.

Dismissal

11.09 In the case of a dismissal, the matter may be referred directly to Step 2 of the grievance procedure as provided in Article 11.07. In such a case, the grievance shall be presented within forty-five (45) calendar days from the occurrence on which such grievance is based.

Process - Group Grievances

11.10 Any grievance which relates to the interpretation, application, administration or alleged violation of any provision of this Agreement, and which pertains to and is in respect of all the employees at any work location, may be presented by the Union Steward in accordance with Step 2 of the grievance procedure within forty-five (45) days following the action or circumstances allegedly giving rise to the grievance. The Director of Sales shall respond to the Union Steward in writing within twenty (20) calendar days of the receipt of the grievance.

11.11 Any grievance which relates to the interpretation, application, administration or alleged violation of any provision of this Agreement, and which pertains to and is in respect of the entire bargaining unit, may be presented in accordance with Article 11.03 by the Union Steward accompanied by the Union President to the Vice President of Sales within forty-five (45) days following the action or circumstances allegedly giving rise to the grievance. The Vice President of Sales shall respond to the Union Steward in writing within twenty (20) calendar days of the receipt of the grievance.

11.12 A bargaining unit grievance which relates to the interpretation, application, administration or alleged violation of any provision of this Agreement, which is not settled within five (5) working days following the decision of the Vice President of Sales, may be referred to an arbitrator by either party upon written notice to the other.

11.13 The procedure noted under Articles 11.10 and 11.11 shall not in any way constitute recourse beyond the terms and conditions noted in Article 11.02 with respect to the processing of individual grievances.

Time Limits

11.14 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.

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

- 11.16 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 Wherever a difference between the Union and the Company relating to the interpretation, application, and administration or alleged violation of this Agreement is not settled within five (5) calendar days following the response described in Articles 11.08 or 11.12, 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.

(Also refer to Appendix B)

- 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 Company's action and dismiss the grievance,
 - (b) set aside the penalty imposed by the Company 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 Company 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 Company 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 Company.

ARTICLE 13

LAYOFF

- 13.01 Notice of layoff shall be given to an employee and to the Union prior to the layoff. An employee with less than ten 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 years of net credited service shall be entitled to a separation payment of three weeks average rate of earnings for each year of service to a maximum payment of forty-eight (48) weeks. To be entitled to this separation payment, the employee:
- (a) must have at least five years of service;
 - (b) has been terminated within the meaning of the *Employment Standards Act* due to a lack of work; and,
 - (c) 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 ADMINISTRATION

- 14.01 The compensation for the occupations covered by this Agreement is set forth in Appendix A, attached hereto and forming part of this Agreement and, notwithstanding the date of this Agreement, shall be applicable from the dates shown in Appendix A until termination of this Agreement.
- 14.02 Commission payments shall be made in the following progressive and consecutive order:
- (1) *Renewed business commission* shall be paid for the portion of advertising renewed for the forthcoming directories.
 - (2) *Increased business commission* shall be paid for that portion of advertising sold to the customer for the forthcoming directories which is in excess of the amount indicated (1) above.
 - (3) *New business commission* shall be paid for advertising sold for the forthcoming directory issues to a customer with no advertising in the current directories.
- 14.03 (a) Except as otherwise provided in (b) hereunder, the commission to be paid on an account, irrespective of the life of a directory, is a single lump-sum payment to be computed by applying the appropriate commission rate shown in Appendix A on a net by account basis to the amount to be charged for 1 month for the advertising concerned.
- (b) Commission shall be paid for the number of months of billed advertising. Where the customer is billed for other than 12 months, the commission payment to the employee shall be adjusted as follows:

In the event of a disconnect, the commissions payable per the schedule defined shall not exceed the months billed as of the date of the account disconnect. Any final bills issued for remaining months of advertising shall not be subject to commissions per the schedule defined in 14.03, notwithstanding disconnects processed in error.

**Reduction of commission
paid to employee**

If there is no billing	12/12
If there is a 1st billing	8/12
If there is a 2nd billing	7/12
If there is a 3rd billing	6/12
If there is a 4th billing	5/12
If there is a 5th billing	4/12
If there is a 6th billing	3/12
If there is a 7th billing	2/12
If there is an 8th billing	1/12
If there is a 9th billing	0
If there is a 10th billing	0
If there is an 11th billing	0
If there is a 12th billing	0

- (c) In the event that one or several directories has a life either longer or shorter than twelve (12) months by the Company, the commission to be paid in respect of an account for advertising in the affected directories shall be computed by increasing or decreasing the percentage shown in Appendix "A" by one-twelfth (1/12) for each month by which the life of such directory exceeds or falls short of the twelve (12) months.

- (d) For the purpose of computing commission, an account shall be defined as a single signing authority as governed by Company policies set out in the "Commissions Practice". In the event that such a signer has jurisdiction to authorize Yellow Pages advertising for more than 1 company, all such companies shall constitute 1 account (e.g. "serviced with" accounts).

14.04 Where an adjustment has been made in the amount charged to a customer for advertising in the current issue of the directory, the commission to be paid for advertising to appear in the forthcoming issue of the directory shall be computed as if no adjustment has been made. However, where commission has been charged back to an employee, commission shall be paid up to but not exceeding the amount previously charged back, plus commission for the amount of any additional advertising sold to the customer beyond the amount appearing on the existing contract.

14.05 (a) In the event that a separate Yellow Pages directory, functioning as a supplement to normal and usual Yellow Pages directory coverage, is totally withdrawn from publication by Company, the resultant loss of revenue shall not constitute a debit in the computation of commission.

- (b) In the event that an advertising space or classified heading is withdrawn from publication, the decision to charge such loss of revenue as a debit, as referred to above, shall rest with the Company, based upon the degree of probability of retaining or recovering such revenue.

Wage Administration

14.06 The time interval from one step to the next on the wage schedule shall be 12 months.

14.07 Wage increases shall be granted by the Company on the basis of satisfactory performance. Provided performance is satisfactory, the wage increase shall be granted at 12-month intervals in accordance with the wage schedule in Appendix A.

14.08 If performance is unsatisfactory, the wage increase may be deferred normally for a period not to exceed twelve (12) months. Where an employee's wage increase is deferred, the employee and his/her Union Steward shall be informed of the reason for such action.

- 14.09 The effective day for an increase shall be the first day of the bi-weekly pay period closest to the first day of the month.
- 14.10 Wage increases shall not be made effective while an employee is absent due to leave, accident, sickness or quarantine.

Higher wage rates

- 14.11 Under certain conditions, higher rates than those provided for in the wage schedule in Appendix A may be paid by the Company to individual employees where, in the Company's judgment, such rates are appropriate. Where such rates are paid to an individual employee, the Company shall, when so requested by the Union, inform the Union of the wage rates being paid.

Special Starting Wage Rate

- 14.12 A special starting rate, effective only during the period of initial training, may be paid to an employee. No commission shall be paid during the initial training period.

Temporary Appointment to a Higher Wage Schedule

- 14.13 Where an employee is temporarily appointed to a job on a higher wage schedule for a period of 1 week or more, pay treatment for the period of such appointment shall be the rate on the wage schedule of the new job which corresponds with the employee's wage schedule step.

Notwithstanding Paragraph 14.15, upon termination of such appointment, the employee's rate of pay shall be that of the lower wage schedule for the equivalent step.

Promotion

- 14.14 Where an employee is promoted from Telephone Sales Representative to Premise Sales Representative, his/her wage rate shall be the rate on the wage schedule of the new position which corresponds with his/her wage schedule step.

Transfer to a Lower Wage Schedule

- 14.15 Subject to Paragraph 14.11, in the event that a Premise Sales Representative is transferred, for any reason, to the Telephone Sales group, the existing wage rate shall be maintained for a period of 60 days following the date of such transfer.

Attendance at Meetings or Training Courses

- 14.16 An employee who attends meetings initiated by the Company 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 only for the period of attendance

Attendance at employee-management committee meetings

- 14.17 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

- 14.18 An employee shall be paid through direct deposit every alternate Friday at his/her current wage rate for the 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 15 days prior to the payday. Pay will be adjusted for unpaid absences which occurred during the 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 Company 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 or recalls, demotions, promotions and transfers from one locality to another to a job which is covered by the terms of this Agreement, 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 Company;
- (e) if the employee is absent from work for three (3) consecutive scheduled working days without notifying the Company unless the employee can prove that he/she was unable to notify the Company.

ARTICLE 16

PROMOTION WITHIN THE BARGAINING UNIT

- 16.01 It is the Company's intention to promote employees where appropriate, to vacant bargaining unit positions which the Company elects to fill on a permanent basis before filling the position with someone from outside of the bargaining unit.
- 16.02 An employee considered by the Company for a promotion within the bargaining unit and not selected shall be informed of the reasons in writing.

ARTICLE 17

HOURS OF WORK

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

ARTICLE 18

HOLIDAYS

18.01 The following shall be recognized as Company holidays:

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

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

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

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

- 18.05 Notwithstanding the provisions of Paragraphs 18.02, 18.03 and 18.04, 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.
- 18.06 The Company agrees to recognize additional statutory holidays as enacted by federal or provincial legislation during the term of this Agreement.

Holiday Pay

- 18.07 Where an employee is not required to work on a Company 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 19

ANNUAL VACATION

19.01 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 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.

19.02 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:

- (a) In the year the employee is to complete 1 year of service and in subsequent years until (b) applies 3 weeks
- (b) In the year the employee is to complete 8 years of service and in subsequent years until (c) applies 4 weeks
- (c) In the year the employee is to complete 15 years of service and in subsequent years until (d) applies 5 weeks
- (d) In the year the employee is to complete 22 years of service and in subsequent years 6 weeks

19.03 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.

- 19.04 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 15 days or more of net credited service.
- 19.05 (a) Any employee entitled to more than 2 weeks of vacation may, if the Company and the employee mutually agree, take any portion of his/her entitlement in excess of 2 weeks consecutively with his/her vacation, or portion thereof, for the following year, it being understood that not more than 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 19.03.
- (c) Where vacation periods applicable to 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.
- 19.06 (a) Notwithstanding the provisions of Paragraph 19.09, upon reaching 6 weeks of vacation entitlement, an employee shall be permitted to bank the sixth week for an unlimited period of time.
- (b) The employee must notify management of his/her desire to bank this sixth week prior to December 31 of the calendar year in which the vacation, as referred to in (a) above, is earned, failing which this banking provision shall be forfeited for that vacation year.
- (c) No more than 2 banked weeks may be taken in any one vacation year. Scheduling of such weeks must be submitted to the provisions stipulated in Paragraph 19.03.
- (d) The rate of pay applicable to a banked week shall be the rate in effect at the time the week is taken, as stipulated in Paragraph 19.11.

- 19.07 Where a Company 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 1 day, or on a day convenient to the employee and the Company but no later than 12 months from the actual date of the holiday.
- 19.08 Vacation schedules shall be prepared each year by the Company with due consideration given to seniority, provided however that such schedules shall be arranged as to cause, in the judgment of the Company, 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.
- 19.09 Notwithstanding the provisions of Paragraphs 19.05 and 19.06, 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 2 vacations consecutively.
- 19.10 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 Company 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.
- 19.11 An employee shall be paid during vacation at his/her average rate of earnings, but vacation pay for vacations of 2 weeks or more shall not be less than 4% of the employee's earnings for the preceding calendar year.

Pay in Lieu of Vacation

- 19.12 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 19.14, 19.15, 19.16 and 19.17.

- 19.13 An employee with less than 1 year of net credited service shall be granted 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.
- 19.14 An employee with 1 year or more of net credited service who works 6 months or more in the year of separation shall be granted the greater of:
- (a) 3 weeks of pay if his/her service is less than 8 years, 4 weeks of pay if his/her service is 8 years or more but less than 15 years, 5 weeks of pay if his/her service is 15 years or more but less than 22 years, and 6 weeks of pay if his/her service is 22 years or more, all at his/her average rate of earnings, or
 - (b) 4% of his/her earnings for the current calendar year.
- 19.15 An employee with 1 year or more of net credited service who works less than 6 months in the year of separation shall be granted the greater of:
- (a) one week of pay at his/her average rate of earnings, or
 - (b) 4% of his/her earnings for the current calendar year.
- 19.16 The amount of pay in lieu of vacation to be granted in accordance with Paragraphs 19.15 and 19.16 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 Company's service.

ARTICLE 20

ABSENCES

Absence Due to Sickness or Quarantine Prior to the Eighth Full Calendar Day of Absence

- 20.01 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 Company practice.

Absence Due to Death in the Immediate Family

- 20.02 An employee shall be granted, in the event of the death of his/her spouse, common-law spouse, son or daughter, bereavement leave with pay of up to 5 days from the employee's scheduled working days that occur during the 5 days immediately following the day of the death. Pay shall be based on the employee's average rate of earnings.
- 20.03 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 3 days from the employee's scheduled working days that occur during the 5 days immediately following the day of the death. Pay shall be based on the employee's average rate of earnings.
- 20.04 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

- 20.05 An employee shall be granted in the event of the death of his/her grandparent or grandchild, bereavement leave with pay of up to 3 days from the employee's scheduled working days that occur during the 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

- 20.06 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

- 20.07 (a) An employee shall be granted child care or adoption leave, without pay, under the conditions of eligibility set forth in the applicable Company Practices currently in effect, or as amended from time to time by the Company.
- (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 Company. The employee shall inform the Company of his/her absence as soon as possible.

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

- 20.08 In addition, an employee who has completed 6 consecutive months of continuous employment with the Company 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 21

DAYS OFF FOR TELEPHONE

SALES REPRESENTATIVES

- 21.01 All Telephone Sales Representatives having completed 6 months of service within the bargaining unit shall commence entitlement of 1 day off every 2 months worked during the calendar year, in accordance with Paragraph 21.10.
- 21.02 Such days off shall be paid at salary only.
- 21.03 Assignments shall not be reduced in consideration of such days off.
- 21.04 Such days off shall be taken as follows:
- (a) 1 day off may be taken during the 2 months following the period during which the time was earned, except for the November and December day off which may be taken after December 26, or
 - (b) 2 days off may be accumulated during 2 consecutive 2-month periods and taken in the following period, or
 - (c) 3 days off may be accumulated during 3 consecutive 2-month periods and taken in the following period, or
 - (d) 4 days off may be accumulated during 4 consecutive 2-month periods and taken in the following period, or
 - (e) 5 days off may be accumulated during 5 consecutive 2-month periods and taken in the following period.
- 21.05 If the employee works less than 4 weeks within the specified 2-month period due to vacation, S.D.B. or leave of absence, 1 half-day off shall be granted.

- 21.06 If the employee works the equivalent of 4 weeks and 1 day within the specified 2-month period, 1 full day off shall be granted.
- 21.07 If mutually agreed upon by the Company, and the employee, such time may be taken in half-days, subject to the terms and conditions outlined above.
- 21.08 If the scheduled days off are not taken as prescribed above, they shall be forfeited by the employee. Pay in lieu of days off shall not be provided.
- 21.09 Control and reporting required under the plan shall be the sole responsibility of the Assistant Sales Manager.
- 21.10 Designated periods of earnings and entitlement shall be:

January/February, March/April, May/June, July/August, September/October and November/December.
- 21.11 Scheduling or rescheduling of such days off shall be subject to job requirements.

ARTICLE 22

DAYS OFF FOR PREMISE SALES REPRESENTATIVES

- 22.01 All Premise and Neighbourhood Sales Representatives having completed 6 months of service within the bargaining unit shall commence entitlement of 1 day off every 3 months worked during the calendar year in accordance with paragraph 22.10.
- 22.02 Such days off shall be paid at salary only.
- 22.03 Assignments shall not be reduced in consideration of such days off.

- 22.04 Such days off shall be taken as follows:
- (a) 1 day off may be taken during the 3 months following the period during which the time was earned, except for the October, November and December day off which may be taken after December 26, or
 - (b) 2 days off may be accumulated during 2 consecutive 3-month periods and taken in the following period, or
 - (c) 3 days off may be accumulated during 3 consecutive 3-month periods and taken in the following period, or
 - (d) 4 days off may be accumulated during 4 consecutive 3-month periods and taken in the following period.
- 22.05 If the employee works less than 6 weeks within the specified 3-month period due to vacation, S.D.B. or leave of absence, 1 half-day shall be granted.
- 22.06 If the employee works the equivalent of 6 weeks and 1 day off within the specified 3-month period, 1 full day off shall be granted.
- 22.07 If mutually agreed upon by the Company and the employee, such time may be taken in half-days, subject to the terms and conditions outlined above.
- 22.08 If the scheduled days off are not taken as prescribed above, they shall be forfeited by the employee. Pay in lieu of such days off shall not be provided.
- 22.09 Control and reporting required under the plan shall be the sole responsibility of the Sales Manager.

- 22.10 Designated periods of earnings and entitlement shall be:
January/February/March, April/May/June, July/August/September and
October/November/December.
- 22.11 Scheduling or rescheduling of such days off shall be subject to job requirements.

ARTICLE 23

TRAVEL TIME AND EXPENSES

- 23.01 Where an employee is required by Company 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.
- 23.02 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.

- 23.03 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) the Provincial Department of Highways or, if not available,
 - (b) the Ontario Motor League or, if not available,
 - (c) mutual agreement between the Company and the Union.

Expenses

- 23.04 (a) The Company shall pay, at rates approved by the Company, the transportation expenses, by common carrier, private car or other means, and the board and lodging expenses which, in the opinion of the Company, were necessarily incurred by an employee on a job assignment.
- (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.
- 23.05 Any additional car expenses, either capital or operational, incurred by employees in the performance of the job shall be borne solely by the employee.

ARTICLE 24

VALIDITY OF AGREEMENT

- 24.01 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 25

DURATION

- 25.01 This Agreement shall become effective on May 15th 2007, and shall be and remain in force until September 30th 2011 for the term of 29 months from that date. This Agreement supersedes the previous agreement reached between the Company and the Union which was originally intended to apply from June 1st, 2004 to October 31st, 2006.
- 25.02 This Agreement, unless terminated by written notice given by either party to the other between the sixtieth (60th) and thirtieth (30th) day prior to the 30th day of September 2007, shall continue in full force and effect thereafter until terminated at any time by a two (2) month written notice.
- 25.03 Notice shall be sufficient with respect to the Union if addressed to the Representative of the Canadian Office and Professional Employees, Local 131, Courtice Corners Post Office, P.O. Box 98012, 2727 Courtice Rd, Courtice, Ontario L1E 3G6 and with respect to the Company if addressed to the Director of Human Resources of the Company at 16 Place du Commerce, Ile des Soeurs, Verdun (Quebec) H3E 2A5.

ARTICLE 26

HEALTH AND SAFETY

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

APPENDIX A

COMPENSATION DIRECTORY SALES REPRESENTATIVE

Wage Schedules - Monthly Rates

Effective May 15 th 2007			
Step	Premise Sales	Neighbourhood Sales	Telephone Sales
1	\$1,367		\$1,315
2	\$1,565		\$1,479
3	\$1,760	\$1644	\$1,644
4	\$1,960		\$1,830

Effective April 1 st , 2008			
Step	Premise Sales	Neighbourhood Sales	Telephone Sales
1	1 408,01 \$		1 354,45 \$
2	1 611,95 \$		1 523,37 \$
3	1 812,80 \$	1 693,32 \$	1 693,32 \$
4	2 018,80 \$		1 884,90 \$

NOTE: The time interval between each step shall be twelve months

APPENDIX A

COMPENSATION DIRECTORY SALES REPRESENTATIVE

Wage Schedules - Monthly Rates

Effective April 1 st , 2009			
Step	Premise Sales	Neighbourhood Sales	Telephone Sales
1	1 450,25 \$		1 395,08 \$
2	1 660,31 \$		1 569,07 \$
3	1 867,18 \$	1 744,12 \$	1 744,12 \$
4	2 079,36 \$		1 941,45 \$

Effective April 1 st , 2010			
Step	Premise Sales	Neighbourhood Sales	Telephone Sales
1	1 493,76 \$		1 436,94 \$
2	1 710,12 \$		1 616,14 \$
3	1 923,20 \$	1 796,44 \$	1 796,44 \$
4	2 141,74 \$		1 999,69 \$

Effective April 1 st , 2011			
Step	Premise Sales	Neighbourhood Sales	Telephone Sales
1	1 538,57 \$		1 480,04 \$
2	1 761,42 \$		1 664,63 \$
3	1 980,90 \$	1 850,34 \$	1 850,34 \$
4	2 206,00 \$		2 059,68 \$

NOTE: The time interval between each step shall be twelve months

Commission Rates - Effective May 15th 2007				
	Renewal Rate		New Business Rate	
	Annual Rate	Monthly Rate	Annual Rate	Monthly Rate
Signature	1.65%	19.80%	10.30%	123.60%
Elite	2.10%	25.20%	15.75%	189.00%
Advantage	2.10%	25.20%	16.0%	192.00%
Neighbourhood	2.0%	24%	18.08%	217%

Commission Rates – July 9th 2007				
	Renewal Rate		New Business Rate	
	Annual Rate	Monthly Rate	Annual Rate	Monthly Rate
Signature	1.70%	20.40%	10.30%	123.60%
Elite	2.10%	25.20%	15.75%	189.00%
Advantage	2.10%	25.20%	16.0%	192.00%
Neighbourhood	2.0%	24%	18.08%	217%

APPENDIX A

COMPENSATION DIRECTORY SALES REPRESENTATIVE

Signature Net Gain Accelerators			
Net Gain Threshold	GTA Value	Annual Rate	Non-GTA Value
T1	5.5%	1.75%	6.0%
T2	7.5%	3.5%	7.5%
T3	9.0%	4.0%	9.0%
T4	12.0%	4.5%	12.0%

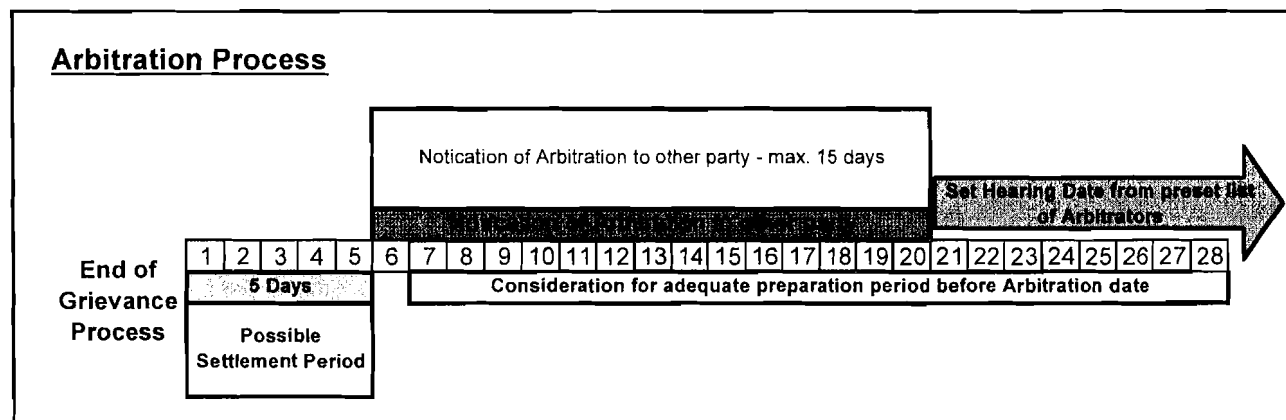
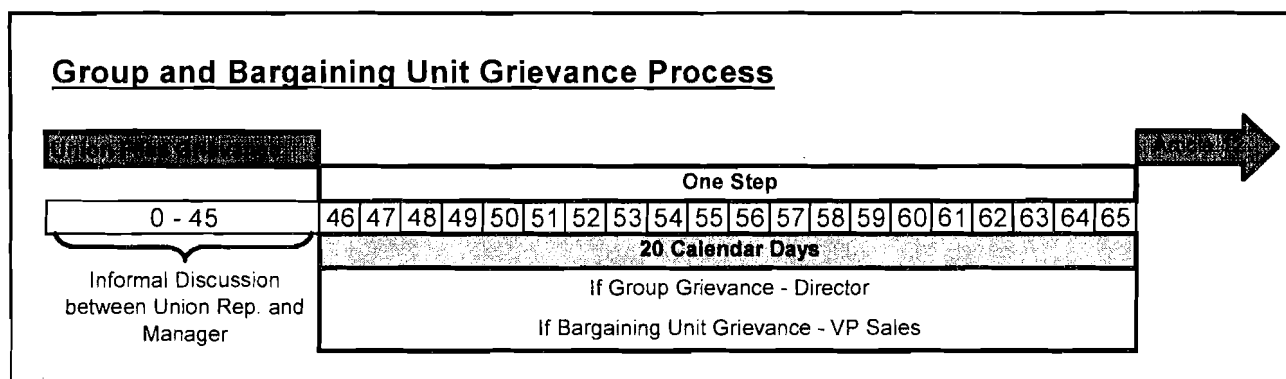
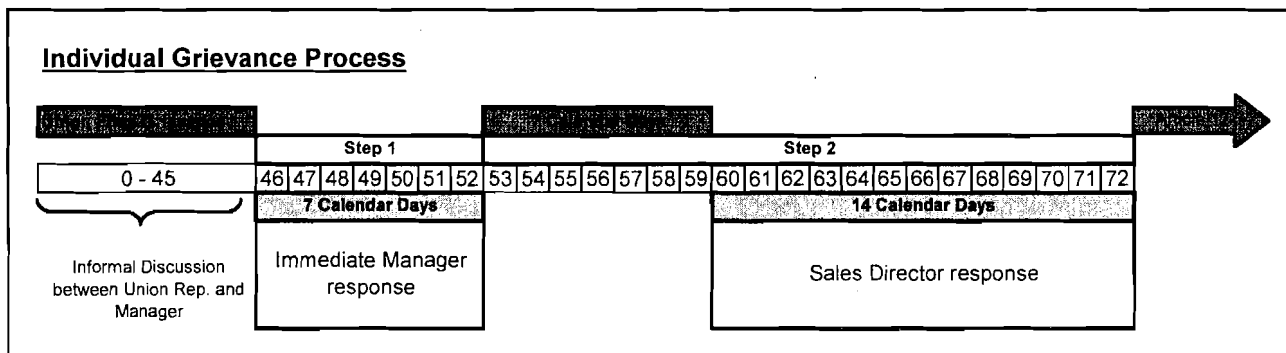
Elite Net Gain Accelerators			
Net Gain Threshold	GTA Value	Annual Rate	Non-GTA Value
T1	15.0%	1.65%	14.0%
T2	16.5%	2.0%	15.5%
T3	18.0%	3.75%	17.0%
T4	24.0%	5.0%	23.0%

Advantage Net Gain Accelerators		
Net Gain Threshold	Value	Annual Rate
T1	14.0%	1.5%
T2	16.0%	2.10%
T3	18.5%	3.75%
T4	24.0%	4.5%

APPENDIX B

OVERVIEW OF DISPUTE RESOLUTION PROCESS

Note: The following charts are provided as a generic overview of the dispute resolution process and timeframes involved. For detailed information refer to the specific wording in article 11 (Grievances) and article 12 (Arbitration).



BETWEEN:

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES
LOCAL 131
(the "Union")**

AND

**YELLOW PAGES GROUP COMPANY
(the "Company")**

**DIRECTORY SALES REPRESENTATIVES
ONTARIO REGION**

Effective: **June 1, 2001**
Expires: **Sept. 30ht, 2011**

LETTER OF UNDERSTANDING – APPLICATION OF AGREEMENT

As specified in Article 3, this Agreement applies to Directory Sales Representatives employed by the **Company** in the Western Region.

The parties acknowledge that the employees covered by this Agreement have been assigned to sell certain new products in addition to the print directories which they have for some time been responsible to sell. The new products have been assigned to these employees on a trial basis. The **Company** may, during the term of this Agreement, change the product mix sold by employees covered by this Agreement by removing the non-print products and having these products sold by others or by adding additional new products.

BETWEEN:

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES
LOCAL 131
(the "Union")**

AND

**YELLOW PAGES GROUP COMPANY
(the "Company")**

**DIRECTORY SALES REPRESENTATIVES
ONTARIO REGION**

Effective: **June 1, 2001**
Expires: **Sept. 30th, 2011**

LETTER OF UNDERSTANDING – NON-SOLICITATION

This Letter of Understanding only applies to employees who resign from employment with the **Company** 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 **Company**. 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:

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES
LOCAL 131**

(the "Union")

AND

**YELLOW PAGES GROUP COMPANY
(the "Company")**

Effective: June 1, 2004
Expires: Sept. 30th, 2011

LETTER OF UNDERSTANDING

SALES COMPETENCY & TRAINING PROGRAM

No later than ninety (90) days after the signing of this agreement, a committee composed of a representative sample of three (3) employees, (one from each of the Tel Sell, GB and HVC channels), managers and Union Representatives will be established with the responsibility to develop and implement a Sales Competency and Training Program. For the purposes of this committee, the Neighbourhood Sales Channel will be represented by the GB Channel representative. Specifically, the committee will:

- Identify the skills, abilities and product knowledge required in each Sales Channel to successfully represent the Company in selling the full range of Yellow Pages Products;
- Identify the nature and frequency of training required to deal with knowledge gaps;
- Develop a communication strategy to ensure that all employees are aware of and understand the Program;

- Monitor the success of the Program and ensure employees are appropriately recognized for their level of achievement in the Program;
- Make any changes that are required to improve the effectiveness of the Program and update the Program to meet the changing needs of the business;
- Report periodically at consultative meetings of the status of the Program.

An employee's level of success in their participation of this program will be considered in their eligibility to apply for other positions within the bargaining unit.

Listed below is the timeframe related to the implementation of this program:

Step	Timeframe	Description of Event
1	Up to 90 days after signing of agreement	Committee Established
2	Up to 120 days after step 1 completed	Criteria's determined, skill gap evaluation tools selected & communication strategy established
3	Up to 30 days after previous step completed	Communication to Sales force of Program
4	Up to 60 days after previous step completed	Measurement of Staff / gaps identified
5	Up to 30 days after previous step completed	Training scheduled for identified gaps
6	30 days after previous step completed	Program review

BETWEEN:

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES
LOCAL 131**

(the "Union")

AND

**YELLOW PAGES GROUP COMPANY
(the "Company")**

Effective: July 9th 2007
Expires: Sept. 30, 2011

**LETTER OF UNDERSTANDING
MINIMUM RBS ASSIGNMENT**

It has been agreed between the Union and The Company the following amounts will apply as a minimum annual assignment of revenue to a Sales Representative:

Channel	Assignment
ADVANTAGE	\$600,000
ELITE	\$950,000
SIGNATURE	\$2,100,000

The amounts indicated above are subject to revision by mutual agreement of the parties to this agreement. Notwithstanding, the parties recognize and agree there may be exceptional circumstances requiring adjustment to the above amounts on an individual basis due to absence or performance issues. If such exceptional circumstances occur, the parties will meet to discuss the resolution.

BETWEEN:

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES' UNION
LOCAL 131**

(the "Union")

AND

**YELLOW PAGES GROUP COMPANY
(the "Company")**

Effective: July 9th 2007

Expires: Sept. 30th 2011

LETTER OF UNDERSTANDING

ANNUAL BONUS PAYMENT

Effective the start of the 2008 Sales Cycle, there will be an annual bonus determined by Net Gain results as illustrated in the charts forming part of Appendix A. This bonus shall be paid separate from any constraints applicable under the regular commission payment and draw policy. An employee may elect to apply the bonus amount to their outstanding commissions balance, or receive the amount as a separate payment.

Payment for the bonus will occur annually at the end of the sales cycle. The bonus will be paid in full within a maximum of 8 weeks following the end of the cycle.

The bonus calculation shall be based on the individual Sales Representative cycle results. Results will be based on work completed and processed through the Company systems at the end of the cycle.

The Company will provide reporting such that employees can identify outstanding adjustments that may influence the bonus calculation in advance of the end of the bonus calculation period.

For the purpose of calculation a GTA representative will be determined as a representative that has been assigned 75% GTA revenue. The books which are described as GTA revenue for are 790, 720, 733, 735, 700, 680, 640 and 610.

Should territorial adjustments occur, the Union and Company agree to re-define the definition of a GTA representative as it pertains to this issue.

BETWEEN:

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES
LOCAL 131**

(the “Union”)

AND

YELLOW PAGES GROUP COMPANY

(the “Company”)

Effective: June 1, 2004
Expires: Sept. 30th, 2011

LETTER OF UNDERSTANDING - DENIED ACCOUNT TREATMENT

The Union and Company have agreed that certain accounts identified as “Denied Advertising” will be subject to a special account treatment. Effective September 30, 2004, an account may only be subject to this special treatment when a customer is 4 -6 months in arrears and the account meets the criteria set forth by the Labour Relations Committee.

Once a customer’s account reaches “soft collections”*, the Sales Representative should be notified by the Collections Department.

The Denied Account Treatment will entail:

- Customer, Sales Representative and Manager are advised of the “denied” status in writing by the Company
- Where a Sales Representative has not completed any advertising contracts, the account will be removed and assigned Denied Account Treatment status. There will be no requirement for the Company to pay commission for any advertising subsequently retained while under the Denied Account Treatment designation.

- Where a Sales Representative partially or fully completes the assigned contracts:
 - Any sold advertising is pulled from future publications. The Sales Representative will be protected against negative performance impacts and commissions will be clawed back commensurate with the advertising removed.
 - In the event subsequent advertising is placed through the Denied Account Treatment Policy, replacing the originally sold advertising, such advertising will be subject to regular commission treatment and applicable results.

An account will be returned to the general sales force when it has attained Good Standing. An account is considered to be in Good Standing when payment arrangements have been regularly maintained by the customer for 3 to 6 months.

The process detailed in this Letter of Understanding may be modified or amended pending further discussions through the Labour Relations Committee.

* “Soft Collections” is referred to as gentle reminders of past due bills.

BETWEEN:

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES
LOCAL 131**

(the “Union”)

AND

**YELLOW PAGES GROUP COMPANY
(the “Company”)**

Effective: June 1, 2004
Expires: Sept. 30, 2011

LETTER OF UNDERSTANDING - UNION INTRODUCTION SESSION

The parties agree that all new Sales Representatives in the Bargaining Unit will be permitted to attend a two (2) hour meeting conducted by Union representatives. The meeting will occur at a mutually agreed time during the regular working hours of the new employee’s initial training and may be attended by a manager as well. The purpose of this meeting will be to introduce the Union to it’s new members. The format and general content of the meeting will be agreed to with the Company and may include:

- Presenting a copy of the current collective agreement to the new employee
- Overview of Union services, structure and history
- Description of dues deductions and amounts
- Introduction of Union Steward(s)
- Questions and answers relating to Union membership and the collective agreement

BETWEEN:

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES
LOCAL 131**

(the “Union”)

AND

YELLOW PAGES GROUP COMPANY

(the “Company”)

Effective: May 15, 2007
Expires: Sept.31, 2011

LETTER OF UNDERSTANDING – MAINTENANCE OF BENEFITS

The Employer shall maintain, for the duration of the Collective Agreement, inasmuch 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.

BETWEEN:

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES
LOCAL 131**

(the “Union”)

AND

YELLOW PAGES GROUP COMPANY

(the “Company”)

Effective: May 15, 2007
Expires: Sept.30, 2011

LETTER OF UNDERSTANDING – ACQUISITION TEAM COMPENSATION PLAN

This letter confirms that sales representatives working in the acquisition team will be compensated for their work with the following:

- Base salary aligned with the ones applicable to premise sales representatives (annex A)
- Car and cellular allowance as per the company’s policy
- Commission rate: 14,8% times annual revenue sold or 177.6% times monthly revenue sold
- Sixty-five dollars (\$65) per converted unit

- Quarterly bonus payment :
 - \$2.5K if units and \$ targets achieved
 - \$1.25K if units or \$ target achieved
- Annual bonus payment as per the following grid:

		Units				
% to target		90%	100%	125%	150%	200%
Net gain \$	90%	\$3,000	\$4,000	\$4,625	\$5,250	\$6,500
	100%	\$4,000	\$5,000	\$5,625	\$6,250	\$7,500
	125%	\$4,625	\$5,625	\$6,250	\$6,875	\$8,125
	150%	\$5,250	\$6,250	\$6,875	\$7,500	\$8,750
	200%	\$6,500	\$7,500	\$8,125	\$8,750	\$10,000

Should changes to this compensation plan be required, the company will consult the union as per provisions 1.03, 1.04 and 1.05 of the collective agreement.

BETWEEN:

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES
LOCAL 131**

(the “Union”)

AND

**YELLOW PAGES GROUP COMPANY
(the “Company”)**

Effective: May 15, 2007
Expires: Sept.30, 2011

LETTER OF UNDERSTANDING – PARKING ALLOWANCE FOR NBH

The parties have agreed that given the particularities of the NBH representative’s reality, the parking allowance will be modified as per the following:

- Reimbursement for parking in Toronto from a daily maximum of \$20 to a weekly maximum \$100.
- All supporting documentation to be supplied by the sales representative.

BETWEEN:

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES
LOCAL 131
(the "Union")**

AND

**YELLOW PAGES GROUP COMPANY
(the "Company")**

Effective: May 15th 2007
Expires: Sept. 30th 2011

LETTER OF UNDERSTANDING – IMPLEMENTATION SCHEDULE

The parties have agreed that some provisions of the new collective agreement signed on May 15th 2007 will have an effective starting date of effect as per the following schedule:

- 1) New compensation plan, elimination of the net by account internet and new floor level assignment for the Advantage sales channel will start with the new sales cycle on or around July 9th 2007.
- 2) New vacation entitlement (article 19.02) will be applicable as of January 1st 2008. For the remaining of 2007, provisions of the previous collective agreement will remain into effect.
- 3) Elimination of the provision on Days Off Premise contained at article 22 effective January 1st 2008.
- 4) The company will honour demands for a sabbatical leave of absence requested under provision 21.07 of the old collective agreement provided they were asked for before May 15th 2007.
- 5) Reduction of DOTS as follows:
 - On January 1st 2008- Reduction from 6 DOTS to 4DOTS (1 per quarter)
 - On January 1 st2009 – Reduction to 3 DOTS (1 per 4 months)
 - On January 1st 2010 – Reduction to 2 DOTS
 - On January 1st 2011 – Reduction to 1 DOTS
 - On January 1st 2011 – Elimination of DOTS

WITNESS CLAUSE

IN WITNESS WHEREOF the parties hereto have caused this Agreement including the attached Letters of Understanding to be executed by their duly authorized representatives in the City of Toronto, this 15th Day of May 2007.

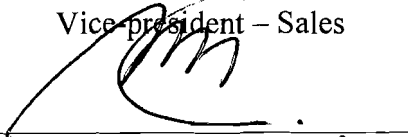
YELLOW PAGES GROUP COMPANY

**CANADIAN OFFICE AND
PROFESSIONAL EMPLOYEES'
UNION**

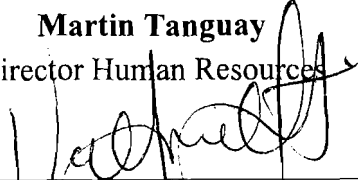
LOCAL 131



David Toms
Vice-president - Sales



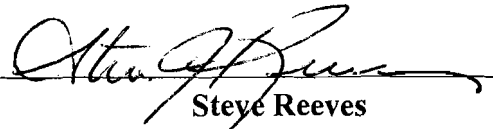
Martin Tanguay
Director Human Resources



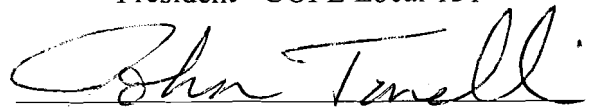
Victoria Hart
Director Sales - Signature



Bob Trottier
Director Sales



Steve Reeves
President - COPE Local 131



John Tonelli
Vice-President - COPE Local 131



Rick Miller
Signature Sales Representative



Heater Lee
Elite Sales Representative

Bill Aver
Elite Sales Representative



Otto Ortiz
Advantage Sales Representative



Gwen Westlake
Advantage Sales Representative

The following letter of understanding is included for reference only and no longer form part of the Collective Agreement.

Between:

**OFFICE AND PROFESSIONAL
EMPLOYEES' INTERNATIONAL UNION
LOCAL 131
(the "Union")**

AND

**BELL ACTIMEDIA INC.
(the "Corporation")**

**DIRECTORY SALES REPRESENTATIVES
WESTERN REGION**

Effective: November 1, 2001

Expires: May 31, 2004

LETTER OF UNDERSTANDING – TRANSFER TO SAP PAYROLL

The parties agree to amend article 14.18 of the collective agreement as follows.

Until the transition to the SAP Payroll System, an employee shall continue to be paid every alternate Wednesday at his/her current wage rate for the 2-week period ending on that day, and for commission earned on work completely processed up to the close of business on the Thursday immediately preceding the previous payday. Pay shall continue to be adjusted for any unpaid absence which occurred during the 2-week period preceding the pay period.

Upon transition, the last pay scheduled on a Wednesday will include regular wages for the 3-day period immediately following the previous payday and commission earned on work completely processed up to the close of business on the Thursday immediately preceding the previous payday.

Starting on Friday of the following week, an employee will be paid every alternate Friday at his/her current wage rate for the 2-week period ending the Saturday previous to the payday, and for commission earned on work completely processed up to the close of business 15 days prior to payday. Pay shall continue to be adjusted for any unpaid absence which occurred during the 2-week period preceding the pay period.

Each employee will also receive a one-time payment equal to 8 days of regular wages, as a cash advance, payable in the period between the last pay scheduled on a Wednesday and the first pay scheduled on a Friday. This cash advance will be deducted from the employee's last paycheck, upon termination of employment.

According to the Corporation's current plans, the last pay scheduled on a Wednesday should fall June 12th 2002. If the Corporation decides to modify the timing/features of the transition plan, it will give written notice to employees and the Union of such modifications at least two months before they come into effect.

BELL ACTIMEDIA INC

OFFICE AND PROFESSIONAL

EMPLOYEES' INTERNATIONAL UNION

(NOTE: This letter remains as a reminder of the outstanding payment described in paragraph 5)

BETWEEN:

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES
LOCAL 131**

(the "Union")

AND

YELLOW PAGES GROUP COMPANY

(the "Company")

Effective: May 15, 2007
Expires: Sept.30, 2011

MEMORANDUM OF AGREEMENT – SIGNING BONUS

The parties agree that all Regular Permanent Sales Representatives having a minimum of 1 year of service at the time of signing the new collective agreement and that are still employed by the company will receive a lump sum payment in June 2007 as follows:

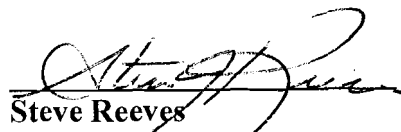
- Signature and Elite - \$1000
- Advantage and Neighbourhood - \$500

For the Company,



Martin Tanguay
Director – Human Resources

For the Union,



Steve Reeves
President