

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**

July 1st, 2022 June 30th, 2027

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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 the Telesales and Premise channels; 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.

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

1.03 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 Article 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.

1.06 Notwithstanding Article 12.03, the arbitrator shall have the powers of an interest arbitrator provided for in the *Labour Relations Act, 1995* and shall have jurisdiction solely over the items enumerated in Article 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 and for whom the Union is the recognized bargaining agent, but does not include a person who:
- i. is employed in a confidential capacity in matters relating to labour relations, or
 - ii. 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 Employer.
- (e) **Bargaining Unit** means the employee groups which are subject to this Agreement.
- (f) **Average Daily Earning** is calculated annually as follows:

For MACs who have a full commissionable year, ADE is calculated by taking commissions, ADE and annual bonuses (if applicable) that were issued during the full Active PP01-PP26 commission pay periods of the prior year divided by 260 working days in a year.

For MACs who do not have a full commissionable year, ADE is calculated by taking commissions and ADE issued on a rolling prior 26 full Active prior pay periods from the rep's

sales start date divided by working days up to that point (max at 260). Any applicable annual bonuses issued to the rep during those active pay periods will be factored into the calculation in PP26 of the prior year or the last active pay period, so they do not benefit from the bonus in their ADE calculation until the following year. This is to align when over one (1) Year MACs also have their bonus included.

For MACs on a leave of absence (STD, LTD, Maternity, Parental leave), the ADE is calculated by taking commissions, ADE and applicable annual bonuses issued during their last 26 active pay periods prior to the leave of absence. Leave pay period are removed from the calculations.

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 three (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.
- 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 an electronic copy of this Agreement.
- 6.02 The parties agree that during the Initial Sales Training the Union will have two (2) hours to meet with unionized MAC's. The HR representative will inform the Union of any upcoming IST and request that a convenient time is set by the trainer and this meeting 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 two (2), one (1) from Premise channel and one (1) from Telesales channel. The Union agrees to notify the Employer of the name of each Union Steward. Should the Employer expand its operation, one (1) additional Union Steward may be allowed.
- 7.02 Before changing the status of any Union Steward who is to remain employed by the Employer in a manner that would render them ineligible to represent their bargaining unit, the affected Union Steward shall be provided with a reasonable amount of time to transfer their duties as a Union Steward to their successor.
- 7.03 The Employer agrees to inform the Union Steward when an employee is hired, transferred or promoted to a management position. This information shall be provided 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 employee's normal basic hourly rate may be granted to a maximum of two (2), or more if agreed by parties, employees elected as executives of the unit, for the purpose of preparing for contract negotiations with the Employer, subject to reimbursement by the Union within thirty (30) days after having been invoiced.

ARTICLE 8
TIME ALLOWANCE

- 8.01 The Employer agrees that, during working hours:
- (a) an employee having a grievance may confer with their 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 their 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 Article 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 their normal basic hourly rate, provided however that such representative arranges with their 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 and paid at their normal basic hourly rate, subject to reimbursement by the Union within thirty (30) days after having been invoiced.

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 Article 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.

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, their 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 one (1) week in the case of a suspension.

- 10.04 Any employee may grieve a disciplinary measure or dismissal, as referred to in Article 10.01, which they feel 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 Article 10.01 shall form and become part of the disciplinary record of the employee and shall be removed from the file twenty-four (24) months following the date of such measures.

- 10.07 An employee shall have the right to a copy of their employment file after making suitable arrangements with their Human Resources Representative. With the employee's consent, their 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 131 (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 or 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. Unlike for a Group Grievance, the employee must make reasonable efforts to sign their own grievance.

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 their 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 their 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

- 11.05 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.
- 11.06 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.
- 11.07 Notwithstanding the relevant provisions of the *Labour Relations Act, 1995*, 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 their 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 their former position with or without compensation,
 - (c) modify in whole or in part the penalty imposed by the Employer as they 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 they may require. Each party shall bear all expenses incurred by it, whether of witnesses, the attendance of witnesses and outside representatives, exhibits or otherwise. The employee who is present during the arbitration or is asked to be a witness shall be paid their normal basic hourly rate and subject to reimbursement by the Union within thirty (30) days after having been invoiced.
- 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 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 (2) weeks of base salary plus average daily 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 of base salary plus average daily earnings for each year of service to a maximum payment of seventy (70) weeks including the legal notice. To be entitled to this separation payment, the employee:

- (a) has been terminated within the meaning of the *Employment Standards Act, 2000* due to a lack of work; and,

(b) is not entitled to receive a pension on the effective date of the termination.

An employee hired prior to 2002 will receive a severance equivalent to three (3) weeks of base salary plus average daily earnings for every year of service, up to a maximum of seventy-five (75) weeks including legal notice.

13.02 The separation payment referred to in Article 13.01 includes all amounts which may be owing under the *Employment Standards Act, 2000*. If a terminated employee does not qualify for the payment identified in Article 13.01, or if the *Employment Standards Act, 2000* provides a greater benefit than Article 13.01, then the provisions of the *Employment Standards Act, 2000* 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	Telesales
Base Salary	\$40,000*	\$35,000

* Any employees who currently earn a base salary of \$45,474 will maintain it 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.

Paydays

14.02 An employee shall be paid through direct deposit every alternate Friday at their 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 forwarded to the Chief Steward on the date of signing of this Agreement and revised annually.
- 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 they were 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 Paid Holidays

- a) The following shall be recognized as Employer holidays:

January 1	Victoria Day	Labour Day
Family Day	Canada Day	Thanksgiving Day
Good Friday	August Civic Holiday	December 25

- b) The following general authorized holidays shall also be recognized:

January 2	Easter Monday	December 26
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If required for personal or religious reasons, these general authorized holidays listed in b) may be exchanged for an alternate day that is mutually agreed with management.

- 17.02 Where an Employer holiday falls on a Sunday, the Monday immediately following shall be observed as the holiday.
- 17.03 Where an 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 an 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 Articles 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 an Employer holiday which falls on a day within their scheduled work week, the employee shall be granted the day off with pay at their normal basic hourly rate plus Average Daily Earnings, this pay to be known as holiday pay.

ARTICLE 18 **ANNUAL VACATION**

- 18.01 An employee, in the year they are hired or re-hired, shall be entitled to one (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 Article:

- (a) for an employee hired or re-hired on or before the fifteenth (15th) day of the month, service shall be counted from the first day of that month.
 - (b) for an employee hired or re-hired on or after the sixteenth (16th) 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 their hiring or re-hiring year, shall first become entitled to a vacation with pay in accordance with the table below in the year in which they are 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:

Employees hired after the signing of the CBA:

Years of Service	Net Credited Weeks of Vacation
From one (1) to three (3)	3 weeks
From four (4) to nine (9)	4 weeks
From ten (10) to nineteen (19)	5 weeks
From twenty (20) and more	6 weeks

Employees hired prior to the signing of the CBA:

Years of Service	Net Credited Weeks of Vacation
One (1) year	3 weeks
From two (2) to nine (9)	4 weeks
From ten (10) to nineteen (19)	5 weeks
From 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 Article 18.02 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 their entitlement in excess of two (2) weeks consecutively with their 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 Article 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 an 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 Article 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 their normal basic hourly rate plus Average Daily Earnings.

Pay in Lieu of Vacation

- 18.12 Where an employee resigns, is laid off, is dismissed or has completed their work, they shall be granted pay in lieu of vacation for the current calendar year, calculated in the manner set forth in Article 18.14.
- 18.13 An employee with less than one (1) year of net credited service shall be granted four percent (4%) of their 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 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 they left the Employer's service.

ARTICLE 19
ABSENCES

Absence Due to Sickness or Quarantine Prior to the Eighth (8th) Full Calendar Day of Absence

19.01 A regular employee who has completed ninety (90) days and who is absent due to sickness and who complies with the Employer's absenteeism policy shall be paid their basic hourly rate for continuous absence for the first two (2) working days of their absence, and for the third (3rd), fourth (4th) and fifth (5th) working days of their absence; 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 their spouse, common-law spouse, son or daughter, stepchildren, 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 normal basic hourly rate.

19.03 An employee shall be granted, in the event of the death of their 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 normal basic hourly rate.

19.04 The Employer may extend the period of bereavement leave paid at their normal basic hourly rate to a maximum of five (5) days from the scheduled working days that occur during the seven (7) days immediately following the day of the death where it is necessary for the employee to travel more than one hundred (100) kilometres from the city in which they are employed. The aforementioned periods include the date of the funeral.

19.05 An employee shall be granted in the event of the death of their 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 normal basic hourly rate.

Absence due to jury duty

19.06 Except as provided in Article 12.06, an employee who is absent due to jury duty or subpoenaed as a witness shall be paid at their normal basic hourly rate.

Parental Leave

19.07

(a) An employee shall be granted childcare 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 their 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 their 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.

19.09 An employee may be absent from work without pay for ten (10) days a year to meet obligations related to the care, health or raising of their child or children or the child of their spouse, or due to the health of their spouse, their father, their mother, a brother, a sister or one of their grandparents.

This leave shall be consistent with the provisions of the *Employment Standards Act, 2000*.

ARTICLE 20

POSTING OF POSITIONS

20.01 Where the Employer decides to fill a vacant position covered by this Collective Agreement, it shall post the position on the career site according to the needs to be filled for a period of five (5) working days.

20.02

- (a) Employees have five (5) business days to apply online on the career site. In the event that a position in the same sales group at the same place of work or region becomes available within forty-five (45) days of the last posting, the Employer will not have to re-post the position and will select from the same employees who have applied for on the previous posting.
- (b) Any employee who has completed their probationary period shall be entitled to submit their candidacy during the posting period.

ARTICLE 21
TRAVEL TIME AND EXPENSES

21.01

- (a) Employee's expenses shall be dealt with in accordance with the Sales Allowance Policy & the Sales Travel Policy. 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.

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

21.03

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 Director of Sales.

ARTICLE 22
VALIDITY OF AGREEMENT

22.01 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 23
CONTRACTING OUT

23.01 The Employer has a strategy to increase its revenue. It recognizes the importance and intends to continue to seek, secure and retain sales team talent within the organization. However, in order to achieve its revenue growth strategy, the Employer may, if necessary:

- Have third parties perform and/or partner with the Employer to sell products/services normally performed by members of the bargaining unit to their customers and allow the Employer to fulfill its needs.
- Have products/services sold by employees in other bargaining units.
- Make reasonable effort to ensure that contracting out does not result in the termination and layoff of any permanent employee.
- Inform the Union within a reasonable period of time when the Employer wishes to outsource to a third party.

- Make reasonable effort to ensure that the contracting-out provisions described in this Article:
 - Do not have the effect of preventing the creation of positions in the unit or the filling of a vacant position.
 - Do not have the effect of laying off employees covered by the collective agreement.

Subject to the terms and conditions described above, the Union agrees that it will not make any request or take any action to prevent the Employer from using companies whose employees or subcontractors are based outside of Ontario to perform the duties normally performed by employees in sales positions.

ARTICLE 24
DURATION

- 24.01 This Agreement shall become effective on July 1st, 2022 and shall remain in force until June 30th, 2027.
- 24.02 This Agreement will remain in full force and effect after June 30th, 2027 unless terminated by two (2) months written notice.
- 24.03 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 25
SIGNATURE

IN WITNESS WHEREOF the parties have caused this Collective Agreement to be executed by their duly authorized representatives this 24th day of April 2023.



John Ireland
Senior Vice-President,
Organizational Effectiveness



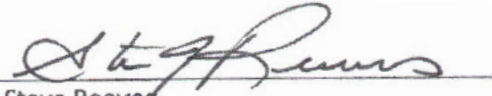
Pierre Bédard
Vice-President, Human Resources



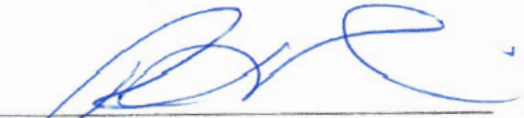
Kye Amanatiadis
Human Resources Business Partner



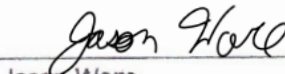
John Melo
Director of Diamond & Premise Sales
Channels - Western & Central Canada



Steve Reeves
COPE Local 131 President



Rick Miller
Staff Representative COPE Ontario



Jason Ware
Union Steward

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")

LETTER OF UNDERSTANDING – NON-SOLICITATION

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.

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”)

LETTER OF UNDERSTANDING – MAINTENANCE OF BENEFITS

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 July 1st, 2022, to June 30th, 2027, 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 large in spend and complex in nature. It is understood that continuity and client relationship are the main principals in the assignment of accounts.
 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 five (5).
 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.