

# MEMORANDUM OF AGREEMENT

BETWEEN:



AND:



## Local 378, Canadian Office and Professional Employees Union

WHEREAS:

The Parties have engaged in collective bargaining to reach a Collective Agreement.

THEREFORE:

1. The term of the renewed Collective Agreement shall be for three (3) years, from January 1, 2019 to December 31, 2021 inclusive.
2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
3. The Parties agree to recommend acceptance of this Memorandum of Agreement to their respective principals.
4. The items contained in this Memorandum of Agreement as Appendix A, which form the Collective Agreement will be effective from date of ratification, unless specifically stated otherwise.
5. All bargaining proposals not addressed herein will be considered withdrawn on a without prejudice basis.
6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for a Collective Agreement.



8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form and the Employer shall thereafter respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at (City) B.C. this ( ) day of December, 2018

  
\_\_\_\_\_  
Geneviève Dufort, Bargaining Committee Member

  
\_\_\_\_\_  
Ashley Westenberg, Bargaining Committee Member

  
\_\_\_\_\_  
Hermon Tesfaghebriel, Bargaining Committee Member

  
\_\_\_\_\_  
Haylee Scott, Bargaining Committee Member

  
\_\_\_\_\_  
Noel Gulbransen, Union Representative

FOR MoveUP

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

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

FOR YELLOW PAGES





**COLLECTIVE AGREEMENT**

**BETWEEN**

~~YELLOW PAGES GROUP~~  
**YELLOW PAGES DIGITAL & MEDIA SOLUTIONS LIMITED**  
(Hereinafter referred to as the "Employer")



**AND**

~~CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION~~  
**MoveUp, Local 378 of the Canadian Office and Professional Employees Union**

~~LOCAL 378~~  
(Hereinafter referred to as the "Union")



**JANUARY 1, 2014 – DECEMBER 31, 2015**

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## ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is:

- a) to create an environment in which the employees and the CompanyEmployer can maximize sales and customer service and in which the CompanyEmployer can achieve its business objectives in the increasingly competitive market;
- b) to provide orderly collective bargaining relations between the CompanyEmployer and the employees covered by this Agreement;
- c) 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.

1.02 Application and Maintenance of Membership

The CompanyEmployer agrees that all employees covered by this Agreement within fifteen (15) calendar days of the signing of this Agreement, or within fifteen (15) calendar days of the date of employment with the CompanyEmployer, whichever event shall later occur, as a condition of continued employment with the CompanyEmployer shall make application to become, and if accepted shall remain, members of the Union.

## ARTICLE 2 - SCOPE

2.01 The provisions of this Agreement apply to all employees of the Employer as listed in the British Columbia Labor Relations Board Certificate issued July 7, 2009 certifying MoveUp, Local 378 of the Canadian Office and Professional Employees' Union, Local 378 as the bargaining agent for the employees of the Employer.

## ARTICLE 3 - MANAGEMENT RIGHTS

3.01 It is the exclusive right of the CompanyEmployer to manage the business, the operations and the workforce in all respects and in accordance with its commitments and responsibilities to the customers. More generally, the management of the operations of the Employer and the direction of the working forces, including the right to direct, plan, and control operations and to schedule working hours and the right to hire, promote, demote, transfer, suspend, or discharge employees for just cause or to release employees because of lack of work or the right to introduce new and improved methods or facilities and to manage the operations in the traditional manner, is vested exclusively in the Employer, subject to the provisions of this Agreement.

## ARTICLE 4- DEFINITIONS

4.01 Regular Full-time Employee



Regular full-time employee means a person employed for an indefinite period.

#### 4.02 Temporary Full-time Employee

Temporary full-time employee means a person employed for a specified period up to 18 months.

#### 4.03 Probationary Employee

Probationary employee means an employee who has not completed their first twelve (12) working months worked of employment following the initial sales training. An employee who is terminated from employment during the probationary period is not subject to the grievance procedure and arbitration. Probationary periods as described may be extended by agreement of the parties.

#### 4.04 Average Daily Earning

Average daily earnings mean 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 Practice.

Performance department's latest twelve (12) month report, divided by 260 days (26 pay periods X 10 working days). The calculation of an employee's Average daily earnings will occur on the first pay period after January 1st each year and remain in effect until replaced by the next period's calculation.

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

If an employee is off work for greater than two (2) months due to sick leave, maternity or parental leave, calculation will be made using a twelve (12) months worked average.

#### 4.05 Other Payments

Other payments as referred to in Article 4.04 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.

#### ~~4.06 Renewed Business~~

~~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.~~

#### 4.07 ~~New Business~~

~~New business means that part of the amount to be charged for advertising sold to the customer for the forthcoming directories which is more than the amount charged to this customer for advertising in the current directories at forthcoming directory rates.~~

### ARTICLE 5- UNION RECOGNITION

5.01 The Employer agrees to recognize the Union as the sole collective bargaining agency for the employees covered by this Agreement and hereby consents and agrees to negotiate with the Union or its representatives in all matters pertaining to this Agreement which may affect the relationship between the Employer and its employees.

5.02 The Employer also agrees that the Union may have the assistance of such representatives as it may designate in any negotiations or discussions between representatives of the parties hereto subject to Article 7 (Union leave of absence).

5.03 The Union agrees to furnish the Employer in writing a current list and amendments containing the name, department and location of each Shop Steward, Union Executive Member and Negotiating Committee Member.

#### 5.04 Union Insignia

A Union member shall have the right to wear or display jeweler (pins, etc.) bearing the recognized insignia of the Union but will need to abide by the Employer Corporate dress code policy.

#### 5.05 No Other Agreement

Neither the ~~Company~~Employer nor its representatives will require or permit any employee covered by this Agreement to make a written or oral agreement with the ~~Company~~Employer or its representatives which may conflict with the terms of this Agreement.

#### 5.06 Right to Have Job Steward Present

An employee shall have the right to have a job steward present at any discussion with management personnel which the employee believes might be the basis of disciplinary action providing this does not result in an undue delay of proceedings. Where a manager meets with an employee with the specific intent to administer discipline, the manager shall ~~make every effort to~~ notify the employee in advance of that meeting in order that the employee may have a job steward present. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

Where the foregoing pertains to a job steward, an alternate local Union Representative may be present providing that this does not result in an undue delay of proceedings.

#### 5.07 Technical Information



The CompanyEmployer agrees to provide the Union with available information relating to employees in the bargaining unit, as may be requested by the Union during collective bargaining. It is understood between the parties that any information requested by the Union related to benefits or pension will be provided in a way the employees cannot be individualized. Such information will be provided within one (1) week of the request.

## ARTICLE 6- UNION INFORMATION

6.01 With each bi-weekly Union dues deduction, the Employer shall provide the following information for all employees covered by this Collective Agreement as follows:

- name;
- job title;
- channel or group;
- start date and end date (when known);
- home address;
- home phone number;
- base pay;
- commission earned;
- bonuses;
- employment status;
- employee status;
- amount of Union dues deducted.

## ARTICLE 7- UNION LEAVE OF ABSENCE FOR UNION ACTIVITIES

7.01 Paid Leave of Absence for Grievance Resolution

Local Union Stewards will be paid ADE for any meetings and requests made by the companyEmployer to attend to represent an employee regarding this Collective Agreement.

7.02 Unpaid Leave of Absence for Arbitration Attendance

Local Union Stewards and employees may be granted an unpaid leave of absence for arbitration attendance provided however, those arrangements are made with the supervisor(s) subject to service requirements.

7.03 Unpaid Leave of Absence for Bargaining Purposes

The Employer shall permit up to **four (4)** members of the Union Negotiating Committee, **two (2) from Premise channel and two (2) from inside sales channel** to prepare for negotiations or to attend to Union negotiations, subject to bone fide operational requirements.

The Union must notify the Employer stating purpose, name(s) of employee(s) and the time required. Reasonable Notification will be given ~~three (3) weeks~~ prior to the days off required.

#### 7.04 Unpaid Leave of Absence for Union Business

Subject to service requirements, Job Stewards and/or other elected Officers of the Union who are elected or appointed to Union positions will be granted unpaid leave of absence to attend to such Union business outside of the workplace upon two (2) weeks' notice is provided to the CompanyEmployer prior to such leave.

A maximum of thirty (30) days per year for the entire bargaining unit will be authorized. It is understood that Article 7.01, 7.02 and 7.03 leave are excluded from the application of this Article.

#### 7.05 Reimbursement

To facilitate the administration of this clause, when a leave of absence without pay is granted, the CompanyEmployer will continue an employee's average daily earnings, subject to reimbursement by the Union for all direct and indirect costs within thirty (30) days after having been invoiced.

### ARTICLE 8- UNION AND COMPANYEMPLOYER COMMUNICATIONS

8.01 The CompanyEmployer and the Union agree that copies of all correspondence between the parties related to matters covered by the Agreement shall mutually be sent to their respective designates.

8.02 The parties further agree that the use of e-mail and fax correspondence and regular type written correspondence shall be considered proper and acceptable means of communications for all matters contained in this Agreement including grievances.

### ARTICLE 9- UNION-MANAGEMENT JOINT CONSULTATION COMMITTEE

9.01 It is agreed by the parties that, upon request of either party and on an ad hoc basis, a Union Management Joint Consultation Committee be established for an interchange of ideas and information on matters of mutual interest and concern.

9.02 Meetings shall be held with time, date and location to be jointly agreed to by both parties. Any meeting may be cancelled or deferred on request. These meetings shall be attended by a Union Committee comprising of ~~no less than~~ two (2) designated representatives of the Union and two (2) designated representatives of the CompanyEmployer.

9.03 Minutes shall be taken in all cases and approved by the CompanyEmployer and the Union.

### ARTICLE 10- COMPANY CORPORATE POLICIES

10.01 The CompanyEmployer policy referred to in this Collective Agreement is for reference purposes only and does not form part of this Agreement.

10.02 Any CompanyEmployer policy referred to in this Collective Agreement shall be accessible to the Union job Steward, including all amendments to such policies from time to time.



## ARTICLE 11 -LETTER OF UNDERSTANDING

11.01 Letters of Understanding form part of the Collective Agreement and remain in force and effect for the life of the Agreement and any extension thereof.

## ARTICLE 12- ACCESS TO PERSONAL FILE

12.01 Upon written request to the Human Resources ~~Department representative~~, an employee is entitled to have a partial or total copy of their personal file. The Human Resources ~~Department representative~~ shall provide such copy in the next five (5) working days following the receipt of the request. Such request shall be made no more than once per year.

## ARTICLE 13- PERFORMANCE ASSESSMENT

13.01 Where a formal assessment of an employee's work performance is carried out, the employee and the Union shall receive four (4) hours' notice in advance with -at least 24 hours in advance with the statistical data that will be reviewed at the meeting- ~~and Provision-provision~~ shall be made on the assessment for the employee to sign it. Such signature shall not be evidence of agreement or disagreement with the assessment. A copy of the assessment shall be provided to the employee after she/he has signed it, and such assessment shall not be changed without the knowledge of the employee.

## ARTICLE 14- DISCRIMINATION AND HARASSMENT

14.01 No Discrimination or Harassment

- a) The parties to this Collective Agreement, including the Employer, the Union and the members of the bargaining unit acknowledge the right of all employees to enjoy a workplace free from discrimination and harassment based on any of the grounds prohibited under the B.C. Human Rights Code.
- b) If discrimination is alleged by a bargaining unit employee pursuant to this provision, the employee may:
  - i. file a complaint under the Employer's policy;
  - ii. file a grievance;
  - iii. file a complaint with the Human Rights Commission, or
  - iv. proceed under Article 14.03.

Notwithstanding the above, the parties agree that any new protected classes added to the Human Rights Code during the life of this Agreement will be deemed to be included in this language.

14.02 Definitions

- a) Discrimination

Discrimination shall include the denial of opportunity to a person or a class of people, based on any of the grounds prohibited under the B.C. Human Rights Code.

b) Harassment

Harassment is defined by the parties as behavior which denies an individual her or his dignity or respect by creating an intimidating, humiliating, hostile, or offensive work environment and which may constitute discrimination based on any of the grounds prohibited under the B.C. Human Rights Code.

14.03 Mediation Process

a) Intent of Process

The intent of this procedure is to promote early intervention and access to mediation as a means of facilitating a resolution where possible.

Where mediation occurs, it will be conducted without prejudice to any further action by either party. Either party to the mediation may withdraw from the mediation process at any time.

b) Process

- i. Prior to requesting mediation, an employee who believes she/he is the recipient of inappropriate or unacceptable behavior is encouraged to deal directly with the person(s) whose behavior is at issue to come to a resolution.
- ii. If the discussion on Article 14.03 b) i) is unsuccessful or if one of the party feel it is inappropriate to go through Article 14.03 b) i), one of the party may request to proceed through mediation before going through one of the resolution processes outlined in Article 24.01 b). For this Article, the choice of the mediator shall be done by agreement, as per Article 3.04, with the necessary adaptation related to mediation.

**ARTICLE 15- NO DISCRIMINATION FOR UNION ACTIVITY**

15.01 The Employer agrees not to participate in or interfere with the formation, selection or administration of a trade union or contribute financial or other support to it.

15.02 The Employer agrees not to discharge, suspend, transfer, lay off or otherwise discipline an employee, refuse to employ or to continue to employ an employee or discriminate against an employee regarding employment or a condition of employment because the person:

a) is or proposes to become or seeks to induce another person to become a member or officer of the Union,

or

b) participates in the promotion, formation or administration of the Union.



## ARTICLE 16- GRIEVANCE AND ARBITRATION PROCEDURE

### 16.01 Grievance Defined

"Grievance" means any difference or any dispute between the persons bound by the Agreement concerning the dismissal, discipline, or suspension of an employee; or concerning the application, interpretation, operation, or any alleged violation of this Agreement; or any other dispute including any questions as to whether the matter is arbitrable. All grievances will be resolved without stoppage of work.

### 16.02 General Grievance Procedure

Step 1 The employee who has a concern or grievance must discuss the matter with his/her immediate supervisor before filing a written grievance, however, the Union will be entitled to be represented by a Union Job steward. Individual or group grievance must be signed by the employee (s) before it is filed to the Employer.

Step 2 Should the grievance be unresolved at Step 1, the Union may refer the matter to Step 1 within thirty (30)- Fifteen (15) days of the date the Union became aware of the difference or dispute, by forwarding a written grievance to Human Resources. Within ~~ten (10)~~ fifteen (15) days of receipt of the Union's referral to Step 2, a member of the Union staff and a member of Human Resources will meet to resolve the dispute. Within ~~ten (10)~~ fifteen (15) days of the date of the discussion with the Union staff representative, the ~~Company~~Employer will submit its decision to the Union in writing. If the response is not satisfactory to the Union, the matter may be referred to arbitration within thirty (30) days.

16.03 Time periods for this Article shall be calendar days.

### 16.04 Time Limits

- a) 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.
- b) If the ~~Company~~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.
- c) Notwithstanding the relevant provisions of the Labor Relations Code, the parties agree that the time limits stated in these Articles are mandatory and should not be extended in arbitration. These time limits can only be extended with the written consent of both parties.

### 16.05 Arbitration

A grievance which is not satisfactorily resolved through the previous steps shall be adjudicated by a single arbitrator in accordance with the following:

- a) The Union shall notify the CompanyEmployer in writing of its intention to proceed to arbitration.
- b) Such notice may include the name of a proposed arbitrator. The parties shall attempt to agree within fifteen (15) days of receipt of such notice. At any time thereafter, either party may request that the appointment be made by the Collective Agreement Arbitration Bureau.
- c) The Arbitrator shall have such powers as prescribed in applicable legislation and their decision shall be final and binding upon the parties.
- d) The Arbitrator shall not alter, amend or change the terms of this Collective Agreement.
- e) The fees and expenses of the single arbitrator shall be borne equally by the Union and the CompanyEmployer.

16.06 Notwithstanding the other processes outlined in this Article, the parties may agree to participate in a mutually agreed upon alternate dispute resolution process.

#### **ARTICLE 17- PURGING DISCIPLINARY MEASURES FROM PERSONAL FILE**

17.01 Disciplinary measures in the employee's personal file shall be removed from the personnel file after twenty-four (24) months.

#### **ARTICLE 18- SENIORITY**

18.01 Seniority, for this Agreement, shall be determined by the net credited service as shown on the CompanyEmployer records.

18.02 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 CompanyEmployer;
- e) if the employee is absent from work for three (3) consecutive scheduled working days without notifying the CompanyEmployer unless the employee can prove that he/she was unable to notify the CompanyEmployer.



## ARTICLE 19- EMPLOYMENT, DISCHARGE AND TERMINATION

### 19.01 Notice of Appointment to New Employees

All new employees will receive a notice of appointment setting out the date of hire, job title, salary and Channel.

### 19.02 Discharge, Suspension Written Notification

Employees may be discharged for a serious breach of discipline or conduct without notice. Reasons for suspension or dismissal shall be in writing and issued to the employee and the Union at the meeting where discipline is imposed. ~~by the close of business, the work day following the suspension/dismissal.~~

### 19.03 Termination of Employees on Layoff

Employees on lay-off in accordance with the provisions of Article 21, who are not recalled during the recall period, will be deemed terminated.

## ARTICLE 20- JOB EVALUATION AND CLASSIFICATION

~~20.01 The current job Classifications include Sales Rep classifications named Media Account Consultants and shall also include "trainees".~~

20.02~~1~~ Where the CompanyEmployer creates a new position or significantly changes the job content of an existing position, the parties will meet to determine the basic rate of pay of the position.

20.03~~2~~ Where the parties do not reach a satisfactory agreement on the basic rate of pay, the CompanyEmployer shall make the decision it deems necessary.

20.04~~3~~ The Union may submit the disagreement to arbitration in accordance with the provisions of Article 16.

20.05~~4~~ The arbitrator shall have the powers of an interest arbitrator provided for in the Labor Relations Code, and shall have jurisdiction solely on determining the basic rate of pay.

20.05 The Employer and the Union agree there may be times when there is a benefit to have new products or other sales initiatives considered on a limited trial basis. The Employer will inform the Union prior to the start of the project.

People doing the trial initiative may be employed for a maximum of eighteen (18) months on an hourly contract basis for the term of the trial and shall not be covered by the Collective Agreement unless such trial is being performed by a Premise, Advantage and or Acquisition employee whereby the Collective Agreement provisions remain in full force and effect.

## ARTICLE 21- LAYOFF

21.01 If a reduction of regular employees is necessary due to a shortage of work, or for reasons beyond the control of the ~~Company~~Employer, the ~~Company~~Employer shall meet with and advise the Union of the proposed reduction and the jobs affected as soon as possible and no reduction in staff shall occur until the following procedures are applied.

21.02 The basic principle in applying layoff to any employee shall be ~~seniority (i.e. the most junior employee in the Channel in the affected region and job shall be the first laid off, providing the retained employee can perform the job)~~ based on and lowest performance assessment result which takes into account performance, such as net gain, renewal, productivity, claims, acquisition, auto-renewal, product mix sell and values and any other criteria identified by the Employer.

21.03 The employees whose position has been abolished will have three options: fill an available vacant position, be placed on a recall list or receive a severance package.

### 21.04 Option 1 -Vacant Position

The ~~Company~~Employer will endeavor to place employees affected by layoff in other vacant positions within the region in which they are employed, provided the employee has the requisite qualifications, and can perform the job within a reasonable period of orientation not to exceed thirty (30) working days. Should a position be available which does not involve relocation, the employee will either accept such a position or be deemed to have elected layoff and receive severance pay in accordance with 21.06. Where an employee declines such placement into a vacant position and elect's layoff they will not be entitled to any recall rights.

### 21.05 Option 2 - Recall List

Employees on layoff who elect to be on the recall list will be recalled in seniority order within the region in which they were employed, provided the employee has the requisite qualifications, and can perform the job within a reasonable period of orientation not to exceed thirty (30) working days. Recall period shall be restricted to one (1) year. Copies of recall lists and all notices of recall shall be sent to the Union office.

### 21.06 Option 3 - Severance

- An employee will receive severance equivalent to three (3) weeks average daily earnings for every year of service, pro-rated to the number of completed number of weeks worked, up to a maximum of seventy-two (72) weeks.



**ARTICLE 22- COMPENSATION ~~AND ADMINISTRATION~~**

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

Channel	Acquisition	Advantage	Premise
Base Salary	<u>32,000\$</u>	<u>35,000\$</u>	<u>40,000\$</u>

22.01 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 and Western Business Representative 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~~ Job 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.

**22.02 Compensation Guarantee**

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

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

The Employer guarantees that for each calendar year of the agreement, an Employee shall receive a minimum of eighty-five (85) percent of the average annual Compensation received by the Employee in the calendar years 2016, 2017 and 2018. Should an Employee not have worked a full calendar year in 2016, 2017 or 2018, the period worked in the applicable calendar year shall be prorated over the missed period to determine the guaranteed Compensation.

No later than twenty (20) days after the end of each of the first three (3) quarters, the Employer will provide a summary of the employee's compensation earned in the previous quarter. If the applicable quarter's pay is less than twenty-five percent (25%) of the basic guaranteed pay, the employer will pay the employee the difference between the earnings earned and the basic guaranteed pay (minus all mandatory deductions), and not later than forty (40) days after the end of each of those quarters. To receive this advance, the employee must always be employed at the time of payment of this difference. Any advance received during a quarter must be repaid from the portion of the employee's variable compensation for the following quarter, as applicable.



No later than January 15<sup>th</sup> of each calendar year of the Term, the Employer shall provide a detailed summary of the Employee's Compensation earned in the preceding calendar year. Should the Applicable Year Compensation be lower than the guaranteed Compensation, the Employer shall pay the Employee the difference (minus all statutory deductions) before March 1<sup>st</sup> of the new Calendar year.

Employees hired as a sales representative Premise after the Effective Date of this Agreement

The Employer guarantees that for each calendar year of the agreement, an Employee shall receive a minimum of sixty (60) percent (the "Minimum Percentage") of the average guaranteed Compensation of the Employees in the same Sales Channel as the Employees hired prior to Effective date of this agreement. Notwithstanding the foregoing, the Minimum Percentage shall increase by ten (10) percent annually, until such time as the Employee reaches one hundred (100) percent of the guaranteed Compensation more particularly one hundred (100) percent of the eighty-five (85) percent of the average annual Compensation of the Employees in the same Sales Channel as the Employees hired prior to Effective date of this agreement.

No later than January 15<sup>th</sup> of each calendar year of the agreement, the Employer shall provide a detailed summary of the Employee's Compensation earned in the preceding calendar year. Should the Applicable Year Compensation be lower than the guaranteed Compensation, the Employer shall pay the Employee the difference (minus all statutory deductions) before March 1<sup>st</sup> of the new Calendar year.

The compensation guarantee provided for by this collective agreement applies only if the Employee is actively employed for the entire calendar year, failing which, the Employee receives only the base salary and variable remuneration actually earned.

~~22.01—Commission Rates~~

~~The commission rates for all occupations covered by this Agreement are set as follows:~~

	<del>Renewal</del>	<del>New Business</del>
	<del>Monthly</del>	<del>Monthly</del>
<del>Premise</del>	<del>4.0%</del>	<del>10.62%</del>
<del>Acquisition</del>	<del>2.45%</del>	<del>19.95%</del>
<del>Advantage</del>	<del>3.5%</del>	<del>20.00%</del>

~~Due to the introduction of new products or changes in product mix, the CompanyEmployer agrees to hold consultative sessions with the Union to review commission rates on a yearly basis.~~

~~Effective date for these commission rates is January 1, 2014.~~

~~22.02—For all positions covered by this Collective Agreement, the basic rates of pay are set as follow(s):~~

	<del>First pay of 2014</del>	<del>First pay of 2015</del>
<del>Minimum of salary Scale:</del>	<del>\$20,834 per year</del>	<del>\$20,834 per year</del>

~~22.03—Training Salary upon hiring is established at 80% target compensation.~~

22.04 Performance Increment

a) ~~Based on the outcome of the employee annual performance review only, a progression increment of the basic rates of pay up to ten percent (10%) shall be payable to the employee following the Employer performance appraisal process retroactively to January 1 each year as per the following grid:~~

~~2014~~

Employee performance	Performance increment
<del>2.5—3</del>	<del>10.00%</del>
<del>2—2.49</del>	<del>5.00%</del>
<del>1.5—1.99</del>	<del>2.50%</del>
<del>0—1.49</del>	<del>0.00%</del>

~~2015~~

Employee performance	Performance increment
<del>2.5—3</del>	<del>10.00%</del>
<del>2.3—2.49</del>	<del>7.00%</del>
<del>2—2.29</del>	<del>5.00%</del>
<del>1.7—1.99</del>	<del>2.50%</del>
<del>0—1.69</del>	<del>0.00%</del>

b) ~~The performance increment will be based on:~~

- ~~• The % of the employee's time worked during the calendar year.~~
- ~~• The increase is based on the employee's basic rates of pay.~~
- ~~• Employees will have effectively worked for a minimum of fifty percent (50%) in the past calendar year.~~
- ~~• Employees will have to be employed at the time of the payout.~~

~~New pay for performance may allow a MAC to earn a base salary up:~~

~~Premise \$42,000~~

~~Acquisition \$32,000~~

~~Advantage \$33,000~~

~~22.05 Under certain conditions, higher basic rates of pay than those provided for in Article 9.02 may be paid by the Company to individual employees where, in the Company's judgment, such basic rates of pay are appropriate.~~

~~Where such basic rates of pay are paid to an individual employee, the CompanyEmployer shall, when so requested by the Union, inform the Union of the basic rate of pay being paid.~~

~~22.063 Payday, which includes basic rate of pay and commission payout, shall be every second Friday for the two (2) week period ending the Saturday before payday. Payroll is one (1) week in arrears for~~



the basic rate of pay payment and three (3) weeks in arrears for commissions' payment. Where a ~~CompanyEmployer~~ holiday falls on a payday, employees will be paid on the preceding workday.

#### ~~22.07~~ ~~Deferred Performance Increment~~

- ~~a) Should the CompanyEmployer determine that an employee has not qualified for a performance increment due to unsatisfactory work performance, the employee shall be so advised as soon as possible prior to the date such increment would have become due.~~
- ~~b) A scheduled increment shall not normally be withheld longer than twelve (12) months.~~

#### 22.08 Higher Wage Rates

~~Nothing in this Agreement shall be construed to reduce the basic rate of pay of an employee who, as of the effective date of this Agreement, is receiving a higher rate of pay than that established.~~

#### 22.09 ~~Minimum RBS Assignment~~

~~It is agreed between the parties that the following amounts will apply as a minimum annual assignment of revenue to a Media Account Consultant:~~

<del>Premise</del>	<del>\$1,300,000</del>
<del>Advantage</del>	<del>\$675,000</del>

~~The amounts indicated are subject to revision by agreement of the parties to this Agreement.~~

#### 22.10 ~~Attendance at Meetings or Training Courses~~

~~Travelling time for Media Account Consultants working the regional markets and traveling to Vancouver to attend a meeting or training will be paid average daily earnings.~~

#### 22.11 ~~104 Paydays and Draws~~

An employee shall be paid through direct deposit every alternate Friday at its current wage rate for the two (2) week period ending the Saturday before the pay day, and, for employees not on the draw programmed, the commission earned for the two (2) week period ending the third Saturday before the pay day.

~~The draw programmed shall continue to be in effect unless and until the Employer discontinues the programmed to all sales employees throughout all regions of Canada.~~

#### 22.12 ~~Bonus, Spiffs and Incentives~~

~~The Employer agrees that bonus, spiffs and other incentives will not be changed once announced unless mutually agreed between the parties.~~

The calculation of the annual bonus shall be announced prior to the end of February.

#### **ARTICLE 23- EMPLOYEE BENEFITS PLAN**

23.01 No alterations or amendments shall be made to the Benefits Plan that in the aggregate constitutes a detriment to the bargaining unit collectively, without consultation with the Union.

#### **ARTICLE 24 - EMPLOYEE PENSION PLAN**

24.01 No alterations or amendments shall be made to the Pension Plan without consultation with the Union.

#### **ARTICLE 25- MEALS, LODGING, TRANSPORTATION AND TRAVELING TIME**

~~25.01 Employees shall be reimbursed for transportation and travelling time while performing their work pursuant to the Employer's sales expense policy. The car allowances shall not, for the duration of this Collective Agreement, be less than those agreed upon at the effective date of this Collective Agreement seventeen cent (\$0.17) per kilometer in addition to the vehicle allowance of five hundred dollars (\$500) per month. Advantage Media Account Consultant will receive forty four cents (\$0.44) per kilometer when required to travel to customer's place of business.~~

~~25.02 The cost of meals while travelling during regular working days on Company business shall be reimbursed according to the Employer's sales expense policy. The meal allowances shall not, for the duration of this Collective Agreement, be less than those agreed upon at the effective date of this Collective Agreement as follow(s):~~

~~\$10/day breakfast~~

~~\$15/day lunch~~

~~\$25/day dinner~~

~~\$5/day miscellaneous~~

All meal expenses exceeding the criteria established by the employer's policy will be deemed to be additional expenses incurred by employees and be borne solely by the employee.

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

~~25.03 Employees travelling on Company business or working away from their established/alternate headquarters will be reimbursed for reasonable expenses by submitting the appropriate Company form.~~



~~25.04 A maximum of two hundred dollars (\$200) every two (2) years shall be paid to an employee who works at home upon presentation of appropriate receipts. This amount covers repairs and maintenance of the home office.~~

## ARTICLE 26- HOURS OF WORK

26.01 Employees do not have a fixed work schedule. Each employee shall determine their flexible work week schedule based on revenue assignment and yearly sales expectations effectiveness. ~~Start time shall be between 8AM and 10AM and finish time between 4PM and 6PM unless the manager and the employee agree on a different schedule.~~

I

The Employer may with a two (2) week notice, put in place a new work schedule and assign one (1) or more employees who may be interested with this schedule. In the case where the Employer can't fill its needs, employees with the least seniority will be assigned.

26.02 The employees are responsible for completing their work assignment and meeting all their annual sales expectations and their assigned sales objectives.

26.03 This does not restrict the Employer's right to establish a more rigid work schedule of thirty-seven point five hours (37.5) per week when the operation requires or for the following reasons:

- During the employee probationary period
- When an employee is on a Sales improvement program
- When the employee is late in their assignment (productivity concerns)
- When other operational requirements are needed.

26.04 The normal work week, is comprised of five (5) days set at thirty-seven points five (37.5) hours per week, is intended to establish the work assignment and calculate the basic hourly rate where required by the Collective Agreement.

## ARTICLE 27- ANNUAL VACATIONS

27.01 A regular employee shall 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 Net Credited Years of Service:

Years of Service	Net Credited Weeks of Vacation
Less than one year	1.25 days per completed month of work
From <u>one (1) to four (4)</u>	3 weeks
From <u>five (5) to nine (9)</u>	4 weeks
From <u>ten (10) to nineteen (19)</u>	5 weeks
From <u>twenty (20) to twenty-four (24)</u>	6 weeks
From <u>twenty-five (25) and more</u>	7 weeks

Any new employee hired after January 1, 2014 will not be eligible for 6<sup>th</sup> or 7<sup>th</sup> week.

- 27.02 For the purposes of this paragraph, for a regular employee, employed or re-employed on or before the fifteenth (15th) day of the month, service shall be counted from the first day of that month; for a regular employee, employed or re-employed on or after the sixteenth (16th) day of the month, service shall be counted from the first (1 set) day of the month following.
- 27.03 Vacation entitlement is for a full calendar year. The vacation for a year must be taken between January 1 of that year to April 30 of the following year.
- 27.04 An employee shall not have the right to carry forward all or part of their vacation from one vacation period to another.
- 27.05 Where a paid 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 ~~Company~~Employer in the period outlined in Article 27.03.
- 27.06 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~~Employer may reschedule the vacation later in the period outlined in Article 27.03.
- 27.07 An employee shall be paid during vacation at his/her Average Daily Earnings (ADE), but vacation pay for vacations of two (2) weeks or more shall not be less than four percent (4%) of the employee's earnings for the preceding calendar year.
- ~~27.08 Any current employees who have a vacation entitlement that exceed the vacation entitlements listed above will have their vacation entitlements red circled until the time their years of service reaches the next step of vacation entitlement.~~
- 27.08 Where an employee resigns, is laid off or is dismissed before the end of the year, the employee may have taken unearned vacation and owes funds to the Employer. The Employer will recover monies resulting from unearned vacation from employees' final pay.

## ARTICLE 28- PAID HOLIDAYS

### 28.01 Paid Holidays

a) For this Agreement, the following days shall be paid holidays:

- New Year's Day
- ~~January 2~~
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- B.C. Day
- Labor Day
- Remembrance Day



- Thanksgiving Day
- Christmas Day

In 2015 January 2 will be removed.

The following General authorized holidays shall also be recognized:

- Easter Monday
- Boxing Day

If required for personal or religious reasons, these General holidays listed in b) may be exchanged for an alternate day that is mutually agreed with management.

- b) In addition, any other general statutory holiday(s) proclaimed by the Government of British Columbia will be recognized by the CompanyEmployer as a holiday.

#### 28.02 Date of Observance

- a) Should the Provincial Government proclaim a day in lieu of any of the holidays listed in 25.01 (a), the day proclaimed shall become the holiday for interpreting this Article.
- b) When a paid holiday falls on a Saturday and/or a Sunday, and another day is not proclaimed in lieu thereof in accordance with paragraph (a), a day off in lieu thereof will be given on a working day immediately preceding or immediately following the paid holiday, to be chosen by the CompanyEmployer.

#### 28.03 Holiday Pay

An employee will receive their average daily earnings for any holiday described in this Article provided that on the working day immediately before and on the working day immediately following the holiday she/he was at work, on annual vacation, or on approved leave of absence not exceeding ten (10) working days.

An employee who is on sick leave either the day immediately before or the day immediately following the holiday, will receive normal straight time earnings for the holiday.

### ARTICLE 29 - SICK LEAVE

- 29.01 A regular employee who is absent due to sickness and who complies with the CompanyEmployer's absenteeism policy shall be paid for continuous absence prior to the fifth (5th) full working day of such absence.
- 29.02 When an employee expects to be or is absent from work for any reason, they are required, whenever reasonably practicable, to notify their Manager prior to their starting time of the reason for the absence and the date of return if known.
- 29.03 Unreported absence, absence without satisfactory reason or abuse shall be grounds for disqualification from benefits and/or disciplinary action.



**ARTICLE 30 - BEREAVEMENT LEAVE**

- 30.01 Leave of absence without loss of base pay of up to three (3) days will be granted to regular employees who are otherwise scheduled to be at work, in the event of the death of a ~~mother, father~~, sister, brother, mother-in-law, father-in-law, grandparent, grandparent-in-law or any other person who was acting in loco parentis. The periods include the date of the funeral.
- 30.02 In the event of the death of a spouse, common law spouse, same sex spouse, son, daughter, ~~mother, father~~ leave of absence without loss of base pay of up to five (5) days will be granted to regular employees who are otherwise scheduled to be at work. The periods include the date of the funeral.
- 30.03 Step relationships will also be recognized as above.
- 30.04 In the case of a death not covered above, an employee may be granted a one (1) day unpaid leave to attend a funeral subject to service requirements and supervisory approval.

**ARTICLE 31- MATERNITY, PATERNITY, PARENTAL AND ADOPTION LEAVE**

- 31.01 Maternity, paternity, parental and adoption leave shall be dealt with in accordance with the Employment Standards ~~Code~~ Act.
- 31.02 An employee who ~~meets the conditions of eligibility contained in the applicable Employer practices~~ is in receipt of Employment insurance maternity or parental benefits shall receive a Supplemental Pregnancy Allowance as ~~follow(s)~~ per the Employer's policy:

Weekly salary		Weekly maternity allowance	
301,00\$	To	310,00\$	77,50\$
311,00\$	To	320,00\$	80,00\$
321,00\$	To	330,00\$	82,50\$
331,00\$	To	340,00\$	85,00\$
341,00\$	To	350,00\$	87,50\$
351,00\$	To	360,00\$	90,00\$
361,00\$	To	370,00\$	92,50\$
371,00\$	To	380,00\$	95,00\$
381,00\$	To	390,00\$	97,50\$
391,00\$	To	400,00\$	100,00\$
401,00\$	To	410,00\$	102,50\$
411,00\$	To	420,00\$	105,00\$
421,00\$	To	430,00\$	107,50\$
431,00\$	To	440,00\$	110,00\$
441,00\$	To	450,00\$	112,50\$
451,00\$	To	460,00\$	115,00\$
461,00\$	To	470,00\$	117,50\$
471,00\$	To	Over	120,00\$ Maximum

However, should the employee decide not to return at the end of their maternity leave, the employee would need to reimburse the Supplemental Pregnancy Allowance to the Employer.

#### **ARTICLE 32 - COURT LEAVE**

- 32.01 When a regular employee not on unpaid leave of absence is summoned to jury Duty, subpoenaed as a witness, or representing the ~~Company~~Employer in her/his official capacity, leave of absence with pay will be granted provided such court action is not occasioned by the employee's private affairs. Any money received from court by the employee would be deducted from the employees pay.
- 32.02 Where court action is occasioned by the employee's private affairs, leave of absence without pay will be granted.
- 32.03 Time spent at court by an employee in her/his official capacity shall be average daily earning.

#### **ARTICLE 33 -LEAVE WITHOUT PAY**

- 33.01 The Employer may grant leave of absence without pay or benefits for personal reasons subject to service requirements.

#### **ARTICLE 34- OCCUPATIONAL HEALTH AND SAFETY**

- 34.01 Employees shall abide by all safety initiatives and follow any safety procedures. The Employer shall ensure that each employee is made aware of these requirements, safety rules and regulations.
- 34.02 The Employer shall ensure the safety of employees while at work.
- 34.03 The Union fully supports safety initiatives and will endeavor to ensure its members follow any safety procedures. The Union may make recommendations from time to time related to safety matters which will be considered by the Employer.
- 34.04 No worker shall operate any tool, appliance or equipment if the worker believes that it will cause an imminent danger to the health or safety of that worker or another worker present at the work area.
- 34.05 Employees shall take reasonable care to protect the health and safety of themselves and of other workers present while they are working; and cooperate with the Employer for the purposes of protecting the health and safety of the worker, and of other workers engaged in the work of the Employer. It is the Employer's responsibility to ensure the safety of its own employees and other workers in the area. This responsibility can't be shifted to regular employees.
- 34.06 A joint Health, Safety and Environment Committee shall be constituted pursuant to the WorkSafe BC regulations, consisting of two (2) representatives of the Union and two (2) representatives of the Employer to identify any potential health, safety or environmental hazards. The Committee shall meet monthly and will forward minutes of the meetings to the Employer and Union within seven (7) days after the meeting was ~~held, and~~ held and will post the minutes at the work site within the same delay.



34.07 Union safety representatives shall be allowed access to all work locations.

#### ARTICLE 35 - DURATION

35.01 This Agreement shall become effective from January 1, 2014 2019 until December 31, 2015 2021 inclusive unless otherwise specified or agreed between the parties.

35.02 The parties hereto agree to the exclusion of the operation of Section 50, Subsection (2) of the Labor Relations Code of British Columbia (in accordance with Section 50 (4) thereof).

#### ARTICLE 36- CONTINUATION OF THE AGREEMENT

36.01 When notice to commence collective bargaining has been served under the ActCode, the Collective Agreement that applies to the parties at the time of service of the notice shall be deemed to continue to apply to the parties, notwithstanding any termination date in the agreement, until:

- a) a new Collective Agreement is concluded, or
- b) a strike or lockout commences under the Labor Relations Code.

Whichever occurs first.

#### ARTICLE 37- STRIKES AND LOCKOUTS

37.01 During the life of this Agreement, the Union will not authorize any strike or walkout and the CompanyEmployer will not cause any lockout.


#### ARTICLE 38 - SAVINGS CLAUSE

38.01 If any Article, Section, paragraph, clause or phrase of this Agreement shall by Provincial, Federal, or other law, or by decision of any court be declared or held illegal, void, or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.

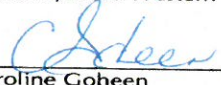
#### ARTICLE 39- SIGNATURE PAGE

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized stewards in the City of Vancouver, this 18<sup>th</sup> day of February 2014 of November 2018.

For Yellow Pages Group

  
Kevin Kinsella  
Senior Consultant, Labour Relations

  
Doug McKellar  
Director, Sales-Western Region

  
Caroline Goheen  
Director, Sales-Western Region

For COPE 378

  
Cheryl Popeniuk  
Union Representative

  
Traian Moldovan

  
Ken Simms

  
Emily Ratson

  
Patrick Evangelista

For Yellow Pages Digital & Media Solutions Limited

For COPE 378

\_\_\_\_\_  
Pierre Bedard  
Vice president – Human Resources

\_\_\_\_\_  
Genevieve Duford  
Job Steward

\_\_\_\_\_  
Sherilyn King  
Vice president – Sales

\_\_\_\_\_  
Ashley Westenberg

\_\_\_\_\_  
Hermon Tesfaghebriel  
Job Steward

\_\_\_\_\_  
Hayley Scott  
Job Steward

\_\_\_\_\_  
Noel Gulbransen  
MoveUP Union Representative  
Local 378

Letter of Understanding  
Between  
~~YELLOW PAGES GROUP CO.~~  
(The Employer)  
And  
~~COPE LOCAL 378~~  
(The Union)

**OBJECT: ~~ACQUISITION APPOINTMENT SETTER~~**

~~CONSIDERING~~—the Corporation's desire to create new Acquisition Appointment Setter positions;

~~CONSIDERING~~—the application of provision 5.01 of the current collective agreement;

~~The parties agree to the following:~~

~~The Corporation creates a new Acquisition Appointment Setter position under the following conditions and compensation plan:~~

~~This new Position will be referred to as an Acquisition Appointment Setter.~~

~~The annual total compensation at target projected at \$50,197.00. The compensation plan includes a base salary of \$25,000.00/year (\$12.82\$/hour), a Net Gain commission rate of 3.25% of the value of the sale made by the MAC who attends a scheduled appointment. There will be a unit bonus of 41.00 per appointment scheduled.~~

~~The base salary for this position will be subject to the existing terms of the collective Agreement.~~

~~The Acquisition Appointment Setters have the primary responsibility, among other things, to contact potential clients in order to schedule face to face appointments for their designated MACs.~~

~~Should changes to this compensation plan be required, the company will consult the union as per provision 5.01 of the collective agreement.~~

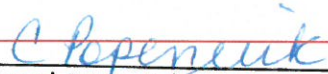
~~This letter of Understanding shall become effective on June 12, 2013 and shall remain in force for the duration of the current collective agreement.~~

~~IN WITNESS WHEREOF the parties hereto have caused this Letter of Agreement to be executed by their duly authorized representatives this 22<sup>nd</sup> day of November 2013.~~

**YELLOW PAGES GROUP CO.**

  
\_\_\_\_\_  
Kevin Kinsella  
Senior Consultant, Labour Relations

**COPE LOCAL 378**

  
\_\_\_\_\_  
Cheryl Popeniuk  
Union Representative



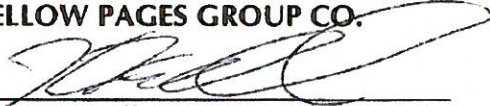
Memorandum of Agreement  
Between  
YELLOW PAGES GROUP CO.  
(The Corporation)  
And  
COPE LOCAL 378  
(The Union)

This memorandum is to identify the gap from the previous Collective Agreement through until the new agreement commencing January 1, 2014.

In consideration for the gap the company has agreed to provide all MAC's who have reached the Maximum of their salary band with a 5% pay increase retro to July 1, 2012.

Both the company and union have agreed that 2013 is a year of transition and all changes identified in the Memorandum of Settlement are effective January 1, 2014.


**YELLOW PAGES GROUP CO.**

  
Kevin Kinsella  
Senior Consultant, Labour Relations

February 18, 2014

**Date**

**COPE LOCAL 378**

  
Cheryl Popeniuk  
Union Representative