

# COLLECTIVE AGREEMENT

Between

## YELLOW PAGES DIGITAL & MEDIA SOLUTIONS LIMITED

(hereinafter referred to as the "Employer")



And



**(Canadian Office and Professional Employees Union, Local 378)**

(hereinafter referred to as the "Union")

**January 1, 2022 to December 31, 2026**

## Table of Contents

ARTICLE 1 – PURPOSE .....	3
ARTICLE 2 – SCOPE .....	3
ARTICLE 3 – MANAGEMENT RIGHTS.....	3
ARTICLE 4 – DEFINITIONS.....	4
ARTICLE 5 – UNION RECOGNITION .....	5
ARTICLE 6 – UNION INFORMATION .....	6
ARTICLE 7 – UNION LEAVE OF ABSENCE FOR UNION ACTIVITIES .....	7
ARTICLE 8 – UNION AND EMPLOYER COMMUNICATIONS.....	8
ARTICLE 9 – UNION-MANAGEMENT JOINT CONSULTATION COMMITTEE .....	9
ARTICLE 10 – CORPORATE POLICIES.....	10
ARTICLE 11 – LETTER OF UNDERSTANDING.....	11
ARTICLE 12 – ACCESS TO PERSONAL FILE .....	12
ARTICLE 13 – PERFORMANCE ASSESSMENT .....	13
ARTICLE 14 – DISCRIMINATION AND HARASSMENT .....	14
ARTICLE 15 – NO DISCRIMINATION FOR UNION ACTIVITY.....	16
ARTICLE 16 – GRIEVANCE AND ARBITRATION PROCEDURE .....	17
ARTICLE 17 – PURGING DISCIPLINARY MEASURES FROM PERSONAL FILE .....	19
ARTICLE 18 – SENIORITY .....	19
ARTICLE 19 – EMPLOYMENT, DISCHARGE AND TERMINATION .....	19
ARTICLE 20 – JOB EVALUATION, CLASSIFICATION AND JOB POSTINGS .....	20
ARTICLE 21 – LAYOFF.....	21
ARTICLE 22 – COMPENSATION .....	22
ARTICLE 23 – EMPLOYEE BENEFITS PLAN .....	23
ARTICLE 24 – EMPLOYEE PENSION PLAN.....	23
ARTICLE 25 – MEALS, LODGING, TRANSPORTATION AND TRAVELING TIME .....	23
ARTICLE 26 – HOURS OF WORK .....	24
ARTICLE 27 – ANNUAL VACATIONS.....	25
ARTICLE 28 – PAID HOLIDAYS.....	26
ARTICLE 29 – SICK LEAVE .....	27
ARTICLE 30 – BEREAVEMENT LEAVE .....	27
ARTICLE 31 – MATERNITY, PATERNITY, PARENTAL AND ADOPTION LEAVE.....	27
ARTICLE 32 – COURT LEAVE .....	28
ARTICLE 33 – OTHER LEAVES.....	28
ARTICLE 34 – OCCUPATIONAL HEALTH AND SAFETY .....	29
ARTICLE 35 – CONTRACTING OUT .....	30
ARTICLE 36 – DURATION.....	22
ARTICLE 37 – CONTINUATION OF THE AGREEMENT.....	22
ARTICLE 38 – STRIKES AND LOCKOUTS .....	31
ARTICLE 39 – SAVINGS ARTICLE .....	31
ARTICLE 40 – SIGNATURE PAGE .....	32

## **ARTICLE 1 – PURPOSE**

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 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 Employer 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 Employer, whichever event shall later occur, as a condition of continued employment with the Employer 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 (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 Employer 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 eighteen (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 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. Leave pay period are removed from the calculations.

## 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 Job Steward, Union Executive Member and Negotiating Committee Member.

5.04 Union Insignia

A Union member shall have the right to wear or display jewelry (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 Employer nor its representatives will require or permit any employee covered by this Agreement to make a written or oral agreement with the 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 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 Employer 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 The Employer shall provide the following information for all employees covered by this collective agreement as follows on a monthly basis:

- 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 in each month.

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

### 7.01 Paid Leave of Absence for Grievance Resolution

Local Union Stewards will be paid their normal basic hourly rate plus average daily earnings for any meetings and requests made by the Employer 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 three (3) members of the Union Negotiating Committee, two (2) from Premise channel and one (1) from Telesales channel to prepare for negotiations or to attend to Union negotiations, subject to bona 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 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 Employer prior to such leave.

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

### 7.05 Reimbursement

To facilitate the administration of this Article when a leave of absence without pay is granted, the Employer will continue an employee's normal basic hourly rate plus 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 EMPLOYER COMMUNICATIONS**

- 8.01 The Employer 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 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 and date 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 two (2) designated representatives of the Union, paid at their normal basic hourly rate, and two (2) designated representatives of the Employer.
- 9.03 Minutes shall be taken in all cases and approved by the Employer and the Union.

## **ARTICLE 10 – CORPORATE POLICIES**

- 10.01 The Employer policy referred to in this Collective Agreement is for reference purposes only and does not form part of this Agreement.
- 10.02 Any Employer 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 representative, an employee is entitled to have a partial or total copy of their personal file. The Human Resources 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 Union shall receive four (4) hours' notice in advance with the statistical data that will be reviewed at the meeting and 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 they have 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 they are 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 parties feel it is inappropriate to go through Article 14.03 b) i), one of the parties may request to proceed through mediation before going through one of the resolution processes outlined in Article 14.01 b). For the purpose of Article 14.03, the choice of the mediator shall be done by agreement by both parties, 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 their immediate supervisor before filing a written grievance, however, the employee will be entitled to be represented by a Job steward.

Step 2: Should the grievance be unresolved at Step 1, the Union may refer the matter to Step 2 within fifteen (15) days of the date the Union became aware of the difference or dispute, by forwarding a written grievance to Human Resources. Within 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 fifteen (15) days of the date of the discussion with the Union staff representative, the 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 forty-five (45) 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 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) If a matter proceeds to arbitration per article 16.05, as per section 89 of the BC Labour Code, an arbitrator has the authority necessary to provide a final and conclusive settlement of a dispute arising under a collective agreement, and without limitation, may relieve, on just and reasonable terms, against breaches of time limits or other procedural requirements set out in the collective agreement.

#### 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 Employer 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 Employer.

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 Employer 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 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 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.

## **ARTICLE 20 – JOB EVALUATION, CLASSIFICATION AND JOB POSTINGS**

- 20.01 Where the Employer 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.
- 20.02 Where the parties do not reach a satisfactory agreement on the basic rate of pay, the Employer shall make the decision it deems necessary.
- 20.03 The Union may submit the disagreement to arbitration in accordance with the provisions of Article 16.
- 20.04 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.

## 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 Employer, the 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 based on and lowest performance assessment.

21.03 The employees whose position has been abolished will have two (2) options: fill an available vacant position or receive a severance package.

21.04 Option 1 - Vacant Position

The 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.

21.05 Option 2 - Severance

An employee hired in 2006 or earlier 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 including the legal notice.

An employee hired after 2006 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 fifty-two (52) weeks including the legal notice.

## ARTICLE 22 – COMPENSATION

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

Channel	Telesales	Premise
Base Salary	35,000\$	40,000\$

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 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.

To be eligible for the bonus, an employee must be active or on an approved leave of absence at the date of the payment.

22.02 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 an Employer holiday falls on a payday, employees will be paid on the preceding workday.

22.03 Paydays

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.

## **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 Employee's expenses shall be dealt with in accordance with the Sales Allowance Policy & the Sales Travel Policy which do not form part of the collective agreement. 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 Director of Sales.

## **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.

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 point 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:

<b>Years of Service</b>	<b>Net Credited Weeks of Vacation</b>
Less than one year	1.25 days per completed month of work
From one (1) to four (4)	3 weeks
From five (5) to nine (9)	4 weeks
From ten (10) to nineteen (19)	5 weeks
From twenty (20) to twenty-four (24)	6 weeks
From twenty-five (25) and more	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 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 Employer may reschedule the vacation later in the period outlined in Article 27.03.

27.07 An employee shall be paid during vacation according to Article 27.01 at their basic hourly rate plus average daily earnings.

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
  - Family Day
  - Good Friday
  - Victoria Day
  - Canada Day
  - B.C. Day
  - Labour Day
  - Remembrance Day
  - Thanksgiving Day
  - Christmas Day
- b) The following General authorized holidays shall also be recognized:
- Easter Monday
  - Boxing Day
- c) If required for personal or religious reasons, these General holidays listed in Article 28.01 b) may be exchanged for an alternate day that is mutually agreed with management.

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

### 28.02 Date of Observance

Should the Provincial Government proclaim a day in lieu of any of the holidays listed in 28.01 (a), the day proclaimed shall become the holiday for interpreting this Article.

When a paid holiday falls on a Saturday and/or a Sunday, and another day is not proclaimed in lieu thereof in accordance with Article 28.01 (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 Employer.

### 28.03 Holiday Pay

An employee will receive their normal basic hourly rate plus 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 they were 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 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 prior to the fifth (5<sup>th</sup>) 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 basic hourly rate 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 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 basic hourly rate 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 Act.
- 31.02 An employee who is in receipt of Employment insurance maternity or parental benefits shall receive a Supplemental Pregnancy Allowance as per the Employer's policy. 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 Employer in their official capacity, leave of absence shall be paid basic hourly rate 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 their official capacity shall be paid basic hourly rate.

## ARTICLE 33 – OTHER LEAVES

### 33.01 Leave Without Pay

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

### 33.02 Domestic or Sexual Violence Leave

If an employee or an employee's child has experienced domestic or sexual violence, the employee may request leave under this Article and is entitled to:

(a) up to five (5) days of paid leave,

- i. The following formula will be used to determine paid leave entitlement: The average earnings within the thirty (30) calendar day period preceding the leave, divided by the number of days the employee worked during this period.

(b) up to five (5) days of unpaid leave, and

(c) up to fifteen (15) weeks of additional unpaid leave.

A leave under subsection (a) or (b) does not need to be taken consecutively.

A leave under subsection (c) may be taken by the employee consecutively, or separately, with the Employer's consent.

If requested by the Employer, the employee must, as soon as practicable, provide to the Employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.

### 33.03 First Responder Leave

Employees who are volunteer emergency and rescue workers will receive two (2) days leave, paid at their normal basic hourly rate, to provide emergency services when dispatched upon confirmation of the employee's involvement in such volunteer work.

## **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 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.
- 34.05 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 will post the minutes at the work site within the same delay.
- 34.06 Union safety representatives shall be allowed access to all work locations.

The provisions under Articles 34.04, 34.05 and 34.06 shall not be in effect so long as there are no Employer physical work locations for employees covered by this agreement.

## **ARTICLE 35 – CONTRACTING OUT**

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 will, if necessary:

- Partner with third parties who will perform the duties normally performed by members of the bargaining unit namely to sell the products/services of the Employer (“Outsourcing”).
- To have products/services sold by employees in other bargaining units.
- Make reasonable effort to ensure that Outsourcing does not result in the termination of an employee hired on the effective date of the Collective Agreement.
- Notify the Union within ten (10) business days when the Employer wishes to engage a new Outsourcer.
- 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 British Columbia to perform the duties normally performed by employees in sales positions.

## **ARTICLE 36 – DURATION**

36.01 This Agreement shall become effective from January 1, 2022 until December 31, 2026 inclusive unless otherwise specified or agreed between the parties.

36.02 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 37 – CONTINUATION OF THE AGREEMENT**

37.01 When notice to commence collective bargaining has been served under the Code, 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 38 – STRIKES AND LOCKOUTS**

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

## **ARTICLE 39 – SAVINGS ARTICLE**

39.01 If any article, section, paragraph 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 40 – 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 6th day of March 2023.

**For Yellow Pages Digital  
& Media Solutions Limited**

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John Ireland  
Senior Vice-President,  
Organizational Effectiveness

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Pierre Bédard  
Vice-President, Human Resources

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Kye Amanatiadis  
Human Resources Business Partner

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Sara Burgess  
Director of Inside Sales – Western &  
Atlantic Canada

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

**For MoveUP**

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Genevieve Duford  
Job Steward

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Joshua Morrison  
Job Steward

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Loris Facchinelli  
Job Steward

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Daniel Storms  
Union Representative