

Transition Memorandum of Understanding (“Transition MoU”)

Between:

Yellow Pages Digital & Media Solutions Ltd. (the “Employer”)

AND

Canadian Office and Professional Employees’ Union Local 378

dba

Movement of United Professionals (“MoveUP”)

*Whereas*

- A. On August 18, 2025, the *Labour Relations Board* issued a decision to vary a number of employees in Digital Fulfillment (“Digital Fulfillment”) into the existing COPE Local 378 (MoveUP) certification.
- B. This Transition MoU represents the outcome of discussions between the parties to ensure that the Digital Fulfillment employees are covered under the existing collective agreement between the Employer and the Union.

**THE PARTIES AGREE AS FOLLOWS:**

1. This Transition MOU applies to only the Digital Fulfillment employees varied into COPE Local 378 (MoveUP) certification listed in Appendix “A” (the “Varied Employees”).
2. Any superior provisions the Varied Employees currently have shall be preserved and may be discussed by the parties during the 2026 round of collective bargaining.
3. The Parties agree that the Digital Fulfillment employees varied into the collective agreement are bound by all terms of the collective agreement including those rights confirmed and clarified in this MoU.

The Digital Fulfillment employees listed in Appendix A shall be subject to all terms and conditions of the Collective Agreement including, subject to the following modifications as listed below which are **bold underlined**:

## **Article 2 – Scope**

--with the inclusion of the Digital Fulfillment employees, the reference to “...issued July 7, 2009...” is no longer accurate.

To be a housekeeping item in 2026 collective bargaining.

**Appendix A shall contain the current list of Digital Fulfillment employees that were certified as of August 18, 2025 and their respective positions.**

## **Article 4.4 – Definition of Average Daily Earning (ADE)**

**Average Daily Earning (ADE) shall not apply to Digital Fulfillment employees and shall receive their normal basic hourly rate for the following articles:**

- 4.04 Average Daily Earning
- 7.01 Paid Leave of Absence for Grievance Resolution
- 7.02 Unpaid Leave of Absence for Arbitration Attendance
- 7.03 Unpaid Leave of Absence for Bargaining Purposes
- 7.05 Reimbursement
- 21.05 Severance
- 27.07 Annual Vacations
- 28.03 Holiday Pay

## **Article 7 – Union Leave of Absence for Union Activities**

7.03 Unpaid Leave of Absence for Bargaining Purposes

**In addition to the above, the Union Negotiating Committee shall have at least two (2) Digital Fulfillment employees.**

**The Union would request that for the 2026 round of collective bargaining, the parties agree that there be up to (5) Negotiating Committee members comprised as follows: two (2) from Premise, one (1) from Telesales and up to two (2) from the Digital Fulfillment department.**

**The parties will negotiate changes to Article 7.03 in collective bargaining.**

## Article 22 – Compensation

22.01

Annual base salary for sales channel employees shall not apply to Digital Fulfillment employees.

22.02

Commissions for sales channel employees shall not apply to Digital Fulfillment employees.

22.03 Paydays

Commissions for sales channel employees shall not apply to Digital Fulfillment employees.

## Article 25 – Meals, Lodging, Transportation and Traveling Time

This article shall not apply to Digital Fulfillment employees.

## Article 26 – Hours of Work

Article 26.01 through Article 26.04 shall not apply to Digital Fulfillment employees and current hours of work for Digital Fulfillment employees shall apply.

The hours of work for Digital Fulfillment employees shall be governed as follows:

- a) Standard hours of work shall be between 06:00 and 18:00 Pacific Time, Monday through Friday and there shall be no split shifts.
- b) Subject to operational requirements, Employees may be scheduled within one of the following standard start and end time blocks:

- i. 06:00 to 14:30
- ii. 06:30 to 15:00
- iii. 07:00 to 15:30
- iv. 07:30 to 16:00
- v. 08:00 to 16:30
- vi. 08:30 to 17:00
- vii. 09:00 to 17:30
- viii. 09:30 to 18:00

- c) The Employer retains the right to determine and assign work schedules in order to ensure adequate operational coverage, service levels, and business needs.
- d) Employee preferences shall be considered where reasonably practicable but shall not override operational requirements.
- e) An employee's assigned work schedule shall remain fixed unless otherwise approved.
- f) Requests to change a regular work schedule may be submitted and shall not occur more frequently than once every three (3) months, unless otherwise approved by the Employer due to exceptional circumstances or operational necessity.
- g) The start time parameters outlined in paragraph (b) may be modified or extended by mutual agreement between the Employer and the Union, provided operational requirements are met.
- h) The standard work week shall be 5 consecutive days Monday through Friday.
- i) Each employee shall be entitled to two (2) consecutive days of rest per week, which shall be Saturday and Sunday.
- j) The workday shall consist of 7.5 hours of work, exclusive of the lunch period, scheduled within the start and end times listed in paragraph (b).
- k) Each employee shall receive two (2) paid work breaks of fifteen (15) minutes during each scheduled workday.
- l) These breaks shall not be combined, shall not be taken consecutively, and shall not be taken immediately before or after the lunch period. One break shall be taken in the morning prior to the lunch period, and the second shall be taken in the afternoon following the lunch period.
- m) The standard unpaid lunch break shall be one (1) hour, scheduled at or near the midpoint of the working day.
- n) At the employee's request, the lunch break may be reduced to thirty (30) minutes, subject to managerial and Union approval.

**Article 27 – Annual Vacations**

**The Union and the Employer are in disagreement on the applicability of the 6<sup>th</sup> and 7<sup>th</sup> week of vacation for Digital Fulfillment employees hired before January 1, 2014.**

**As no Digital Fulfillment employee has reached the 6<sup>th</sup> or 7<sup>th</sup> week of vacation, this is not a live issue that creates an obligation for the Employer.**


**The Union and the Employer agree to explicitly discuss this in collective bargaining.**

**Article 35 – Contracting Out**

**The parties agree that until the upcoming round of collective bargaining has concluded, Article 35 (Contracting Out) shall apply to all employees in Digital Fulfillment as it does to current sales employees.**

Signed this day of June 1, 2026.

*Kye Amanatiadis*  
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For Yellow Pages DMS Ltd.

  
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For COPE Local 378 (MoveUP)