

(This is a translation of the French version of the Agreement)

COLLECTIVE AGREEMENT

BETWEEN

**SYNDICAT DES EMPLOYÉES ET
EMPLOYÉS PROFESSIONNELS-LES ET
DE BUREAU, SECTION LOCALE 57
UIEPB - CTC-FTQ**

AND

TÉLÉ-DIRECT (PUBLICATIONS) INC.

DIRECTORY SALES REPRESENTATIVES
EASTERN REGION

EFFECTIVE JUNE 1, 1991



TABLE OF CONTENTS

Article	Page
Preamble	1
1 Application	2
2 Discrimination	3
3 Definitions	3
4 Deduction of Regular Dues	7
5 Employee Information	8
6 Union Stewards	8
7 Time Allowance	10
8 Bargaining Procedure	11
9 Discipline and Dismissal	11
10 Grievances	13
11 Arbitration	17
12 Layoff	19
13 Compensation Administration	20
14 Seniority	33
15 Promotion Within the Bargaining Unit	35
16 Health and Safety	35
17 Hours of Work	36
18 Holidays	36
19 Day Off With Pay	37
20 Annual Vacation	38
21 Absences	43
22 Day Off for Telephone and Neighbourhood Sales Representatives	44
23 Day Off for Premise Sales Representatives	46
24 Travel Time and Expenses	48
25 Validity of Agreement	50
26 Cancellation of Previous Agreement	50
27 Duration	51
Appendix A	52
Alphabetical Index	55

COLLECTIVE AGREEMENT

THIS AGREEMENT is made in duplicate this **23rd** day of April **1991**,

BETWEEN:

SYNDICAT DES EMPLOYEES ET EMPLOYÉS PROFESSIONNELS-LES ET DE BUREAU, SECTION LOCALE 57, UIEPB - CTC-FTQ, the bargaining agent duly certified in the Province of Quebec and in Ottawa, and duly **recognized in Sudbury**, hereinafter referred to as "the Union",

OF THE FIRST PART;

and

TEL&DIRECT (PUBLICATIONS) INC., hereinafter called the "Corporation",

OF THE SECOND PART;

WHEREAS, the Union requested the Corporation to enter into negotiations with a view to the completion of a collective agreement, replacing the Collective Agreement dated the **16th** day of June **1987**:

1. To establish the rates of pay, hours of work and other working conditions for such of the employees as are employed in any of the occupations listed in Appendix A, attached hereto, and
2. 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 any of the provisions of this Agreement; and

WHEREAS, in pursuance of the above request, negotiations between the parties in good faith have resulted in this Agreement;

NOW THEREFORE, this Agreement **witnesseth** that the parties hereto agree as follows:

ARTICLE 1
APPLICATION

- 1.01 The provisions of this Agreement shall apply to employees within the definition of the word "employee" in Article 3.
- 1.02 If a new sales representative position is established which involves employees as defined in Article 3, the Corporation agrees to give the Union a minimum of 30 days of written notice.
- 1.03 The Corporation further agrees to discuss, to a mutually acceptable **conclusion**, rates of pay, compensation and working conditions of such aforementioned positions, such conclusion to be subject to the provisions outlined in Articles 10 and 11.
- 1.04 In establishing new rates of pay and commission, the parties or the arbitrator shall use, as a basis, the **wage** schedules or commission rates in effect under the terms of this Agreement or a combination of the two.

ARTICLE 2
DISCRIMINATION

- 2.01 The Corporation and the Union agree that they shall not discriminate against any employee for reason of pregnancy, Union membership, marital status, race, colour, sex, age, religion, national origin, sexual orientation or for exercising any rights under this Agreement. The parties also agree that no employee shall be the subject of sexual harassment.
- 2.02 Use in this Agreement of the masculine gender shall be construed as including both male and female employees, and not as **specific** sex designation.

ARTICLE 3
DEFINITIONS

- 3.01 For purposes of this Agreement,
- (a) "Employee" means a sales representative covered by the certification and recognition issued by the Ontario and Quebec Labour Boards, but does not include:
 - (1) a person who is employed in a confidential **capacity** in matters relating to labour **relations**,
 - or
 - (2) management personnel.
 - (b) "Probationary Employee"
 - (1) means an employee having less than 6 months of Net Credited Service,
 - (2) the probationary period related to in (1) above may be extended by a maximum period

of 6 months by written mutual agreement between the President or Vice-President of the unit and the Corporation,

- (3) notwithstanding the provisions of Article 9, the Corporation retains the right to terminate the employment of a probationary employee.
- (c) "Union Steward" means an employee who has been elected to represent a group of employees, and whose election as such has been certified by the Union to the Corporation.
- (d) "Voting Unit": each of the employee groups which are subject to this Agreement and are located **respectively** in Ottawa, **Sudbury** or in the Province of Quebec shall constitute a separate voting unit.
- (e) "Unit" means the employee groups collectively which are subject to **this** Agreement.
- (f) "Average Bate of Earnings" means an employee's current wage rate (salary) per day plus the per-day average of 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 Payroll **department's** latest **12-month** report (or for the **sales** periods during which the employee has been actually engaged in selling if he has been so engaged for less than the full period covered by said report).
- The per-dayaverage is computed based on the number of **working** days plus Corporation holidays in the **12-month** or shorter period.
- (g) "New Business" means the amount to be charged for advertising sold for the forthcoming directory

issue to a customer with no advertising in the current directory.

(h) "Renewed Business" means the amount to be charged for advertising renewed for the forthcoming directories, where such amount is equal to or less than the amount charged for advertising in the current, directories, to the customer, or to his predecessor whose business he has acquired and whose telephone number he has assumed.

(i) "Increased Business" means:

(1) that part of the amount to be charged for advertising sold to a customer for the forthcoming directory issue which is in excess of the amount charged to this customer for advertising in the current directory,

or

(2) where the rates for the forthcoming issue of the directory are reduced as a result of a general or specific rate revision or as a result of the directory being assigned to a lower rate band, that part of the amount to be charged to the customer for advertising in the forthcoming directory issue which is in excess of the amount charged to this customer for advertising in the current directory, reduced by the amount of the applicable rate reduction.

Effective June 1, 1993

(g) "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 without taking into account the rate increases, to the customer, or to his predecessor whose business he has acquired and whose telephone number he has assumed.

- (h) "Rate Increase" means the price-up determined by the Corporation which would be applicable to renew the same advertising in the forthcoming issue of the same directory.
- (i) "Increased Business" means:
 - (1) that part of the amount to be charged for advertising sold to a customer for the forthcoming directory issue which is in excess of the amount charged to this customer for advertising in the current directory at forthcoming directory issue rates,
or
 - (2) where the rates for the forthcoming issue of the directory are reduced as a result of a general or specific rate revision or as a result of the directory being assigned to a lower rate band, that part of the amount to be charged to the customer for advertising in the forthcoming directory issue which is in excess of the amount charged to this customer for advertising in the current directory, reduced by the amount of the applicable rate reduction.
- (j) "New Business" means the amount to be charged for advertising sold for the forthcoming directory issue to a customer with no advertising in the current directory.

ARTICLE 4
DEDUCTION OF REGULAR DUES

- 4.01 As a condition of **employment**, each employee shall have regular union dues **deducted** from his wages.
- 4.02 The Corporation agrees to make regular monthly union dues deductions from the wages of employees in such flat amount as may from time to time be certified by the Secretary-Treasurer of the Union, until the employee is assigned to a position not covered by this Agreement, other than in an acting or temporary capacity for 3 months or less.
- 4.03 The Corporation further agrees to remit the money so deducted in the calendar month following that of deduction, to the Secretary-Treasurer of the Union, by cheque payable to the order of the Union.
- 4.04 The method of making deductions and of remitting to the Union shall be determined by the Corporation.
- 4.05 Each employee working in the Province of Ontario shall present to the Corporation a signed dues deduction **authorization** card duly approved by the Corporation, and shall have regular monthly union dues deducted from his wages.
- 4.06 The Union agrees to indemnify and save the Corporation harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Corporation in the application of this Article.

ARTICLE 5
EMPLOYEE INFORMATION

5.01 The Corporation shall provide reasonable space for Union notices on the Corporation bulletin boards on premises where employees are located. Two copies of notices shall be submitted to the Manager - Personnel (E.R.) for approval, and one shall be initialed by him, or his superior, and returned to the Union as authority to post notices on such boards.

The posting of Union notices shall be confined to those bulletin boards and to the manner of posting so described.

5.02 The Corporation shall provide each employee with a copy of this Agreement.

ARTICLE 6
UNION STEWARDS

6.01 The number of Union Stewards shall not exceed 14. The Union agrees to notify the Corporation of the name of each Union Steward and of the Corporation operating unit in which he acts as Union Steward.

6.02 Before changing the status of any Union Steward who is to continue in the Corporation's employ, so as to render him ineligible to represent his voting unit, such Union Steward shall be allowed reasonable time to transfer his duties as a Union Steward to his successor.

6.03 The Corporation agrees to advise in writing the Union Steward concerned where an employee is hired, transferred or promoted. Such advice shall be

given to the Union Steward at the time the employee is informed or immediately thereafter.

Leave of Absence for Union Stewards

- 6.04** (a) Subject to service requirements, as determined by the Corporation, unpaid leaves of absence shall be granted to up to 3 elected Union Stewards at a time to attend to Union business. Such leaves shall amount to a maximum of 18 working days during a calendar year for the entire group of Union Stewards.
- (b) In addition to the number of Union Stewards allowed in **6.01**, during a calendar year, a maximum of 3 other employees designated by the Union may act as Union Stewards and be included in the number of Union Stewards provided in (a) above.
- 6.05** Periods of longer duration may be granted subject to Corporation approval.
- 6.06** Leave of absence of up to 3 days, at the Average Rate of Earnings, may be granted to a maximum of 4 employees elected as executives of the unit, for the purpose of preparing for contract negotiations with the Corporation.
- 6.07** Requests for such leave of absence must be submitted to the Corporation in writing at least 5 days prior to the date of the leave.

ARTICLE 7
TIME ALLOWANCE

- 7.01 The Corporation agrees that, during working hours:
- (a) an employee having a grievance may confer with his **Union** Steward or **with** management, and
 - (b) Union Stewards may handle grievances, without deduction of the time so occupied in the computation of time worked for the Corporation, and without deduction of wages in respect thereof, provided however that each employee or Union Steward arranges with his immediate supervisor, subject to **service re uirements**, for all time off the job required for the **above-mentioned** purposes.
- 7.02 The **Corporation** agrees that, during working hours, any **authorized** bargaining representative of the Union, as described in Paragraph **8.01**, may attend Collective Bargaining Meetings or Union-Management **Consultative** Meetings **without** deduction of the time so occupied in the computation of time worked for the Corporation. Each **authorized** representative shall be paid while so occupied at his average rate of earnings, provided however that such representative arranges with his immediate supervisor, subject to service requirements, for all time off the job required for the above-mentioned purposes.
- 7.03 For **purposes** of this Article, **grievances** shall be **handled** as stipulated in Article 10.

ARTICLE 8
BARGAINING PROCEDURE

8.01 All negotiations with a view to the completion of a new collective agreement shall be conducted between the **authorized** bargaining representatives of the Union, not exceeding 8 employees, on the one hand, and the designated **bargaining** representatives of the Corporation, on the other.

An **authorized bargaining** representative from each city where, at the date of signing of this Agreement, the Corporation has work locations must take part in all negotiations.

8.02 The full-time Union Representative may take part in all negotiations upon the request of the Union or the Corporation.

8.03 No agreement resulting from collective bargaining as herein provided shall be deemed to have **been concluded** until it is reduced to writing and signed by the **authorized** bargaining representatives of the Union and by the designated bargaining representatives of the Corporation. An agreement so signed shall take effect as and from the **effective** date specified therein.

ARTICLE 9
DISCIPLINE AND DISMISSAL

9.01 No employee shall receive a written **reprimand** or a written warning, be suspended, demoted or dismissed for any reason except for just cause.

9.02 (a) At any meeting between a representative of the Corporation and an employee which is called for the explicit purpose of announcing discipline or

a dismissal, the Union Steward shall, unless the employee objects, be invited by the local Manager or Assistant Manager to be present.

- (b) Where circumstances required the spontaneous imposition of discipline, the Corporation shall advise the employee's Union Steward as soon thereafter as possible.

9.03 The Corporation agrees to provide the employee and the Union Steward with written **notification** of any disciplinary measure or dismissal and the reasons for such measure, at the time it is taken or as soon thereafter as **possible**. In the case of a dismissal or suspension, the Union Steward shall be advised in writing within 5 working days following the decision.

9.04 Any employee may **grieve** a disciplinary measure or dismissal, as **referred** to in Paragraph 9.01, which he feels is unwarranted, in accordance with the provisions of Article 10.

9.05 In the case of dismissal, the matter may be referred directly to the third step of the grievance procedure as provided in Article 10.

9.06 All disciplinary measures referred to in Paragraph 9.01 shall form and become part of the disciplinary record of the employee.

A disciplinary measure shall be removed from the employee's **disciplinary** record 24 months following the date of such measure.

9.07 An employee shall have the right to inspect his disciplinary record after making suitable arrangements with the appropriate Director of Sales.

9.08 With the employee's consent, the Union Steward shall also have the right, under the conditions stipulated in Paragraph 9.07, to inspect the disciplinary record? where the employee grieves the **imposition** of discipline or a dismissal at the first step of the **grievance** procedure and at the fourth step **if** so requested by the Union. For grievances taken up at the third step pursuant to Paragraph 9.05, the third step shall be treated as the first step in the grievance procedure for purposes of inspecting the disciplinary record.

ARTICLE 10 GRIEVANCES

10.01 Grievances of an individual employee or groups of employees, handled by the Union at the request of the employee or employees, shall be processed in accordance with Paragraphs 10.02 to 10.10 inclusive, and not in any other manner, provided that each grievance is presented to the Corporation within **45** calendar days following the date of the last occurrence on which such grievance is based.

10.02 All grievances shall be submitted in writing on a standard record of **grievance** form agreed to by the parties and shall **include**:

- (i) the **grievor's** name and occupation,
- (ii) the nature of the grievance,
- (iii) the remedial measure sought from the Corporation,
- (iv) a grievance number identifying that particular grievance; such number shall be assigned by the Corporation for reference purposes.

step 1

10.03 (a) Where the employee's immediate supervisor is an Assistant Sales Manager, the grievance, which shall be in **writing**, may be presented to him by the employee and his Union Steward, or by his Union Steward. The Assistant Sales Manager shall have 2 working days in which to render a decision.

(b) Where the employee's immediate **supervisor** is a Sales Manager, Paragraph **10.04 shall** apply.

Step 2

10.04 The grievance, which shall be in writing, may be presented by the employee and his Union Steward, or by his Union Steward, to the **appropriate** Sales Manager, who shall have 2 working **days** in which to render a decision.

Step 3

10.05 The grievance, which shall be in writing, may be presented by the Union Steward to the appropriate Director of Sales, who shall have 3 working days in which to render a decision.

Step 4

10.06 The grievance, which shall be in writing, may be presented by the Union Steward, accompanied by the President or Vice-President of the unit, to the Vice-President - Sales (**E.R.**), who shall have 5 working days in which to render a decision.

Step 5

10.07 (a) The grievance, which shall be in writing, may be presented to the President of the Corporation by the Union Steward, accompanied by the

President or Vice-President of the unit and, upon the **request** of the Corporation or the Union, the **full-time** Representative of the Union.

- (b) The decision of the President of the Corporation under this Paragraph shall be given in writing to the Union Steward within **5** working days following the presentation of the grievance to **him**.
- (c) A grievance which relates to the interpretation, application, administration or alleged violation of any provision of this Agreement, which is not settled **within** 5 working days following the decision of the President of the Corporation, may be referred to an arbitrator in **accordance** with Article **11**, by either party upon written notice to the other.
- (d) A grievance which is not related to the interpretation? **application**, administration or alleged **violation** of this Agreement may not be referred to an arbitrator.

Collective Grievances

10.08 Any grievance which relates to the interpretation, application, administration or alleged violation of any provision of this Agreement, and which pertains to and is in **respect** of all the employees at any work location, or of all employees **within** the same job **category** at a given work location, may be submitted by the Union in accordance with Step 3 of the **grievance procedure** within **30** calendar days following the action or circumstances **allegedly** giving rise to the grievance.

10.09 Any grievance which relates to the interpretation, application, administration or alleged violation of

any provision of this **Agreement**, and which pertains to and is in respect of **the entire bargaining unit**, may be submitted by the Union in **accordance** with Step 4 of the grievance procedure within **30 calendar days** following the action or circumstances **allegedly** giving rise to the grievance.

10.10 The procedure noted under Paragraphs **10.08** and **10.09** shall not in **any** way constitute recourse beyond the terms and **conditions** noted in Paragraph **10.01** with respect to the processing of individual grievances.

Time Limits

10.11 If the Union fails to advance the grievance within **10** working days following the disposition at each step, the grievance shall be deemed to be resolved.

10.12 If the Corporation does not render a decision, or if the grievance is not settled at **Steps 1,2,3,4** or **5** **within** the prescribed time limits, **the grievor** may proceed immediately to the next step.

10.13 Time limits may be altered by mutual written agreement.

10.14 Notwithstanding Section **44**, Subsection **(6)** of the Ontario Labour Relations Act, time limits stated to **apply** in this Article are mandatory and subject to **the terms and provisions set forth** in Paragraphs **10.11, 10.12** and **10.13**.

General

- 10.15** Where a **grievance** is being handled by a Union Steward, **the** Corporation shall not endeavour to adjust the grievance with the employee involved without prior notice to the Union Steward. Where, after such notice, an interview between the employee and **management** is to take place, the employee shall have **the** right to be accompanied by a **Union** Steward. No such grievance shall be deemed to have been settled without the concurrence of the employee's Union Steward.
- 10.16** The right of the individual employee or groups of employees to adjust their grievances personally with the management of the Corporation is not restricted **by this** Agreement, except as provided in Paragraph **10.15**.
- 10.17** Notwithstanding Paragraphs **10.06** and **10.07** above, it is understood that, should the President or Vice-President of the unit be absent or unable to act, one of the two may be replaced by another Union Steward, who **shall** be **authorized** to ask for and sign an extension of the required deadlines. The office of such Union Steward must, however, be located at the same address as that of the Corporate Vice-President in charge.

ARTICLE **11**
ARBITRATION

- 11.01** Wherever a difference between the Union and the **Corporation** relating to the interpretation, **application**, administration or alleged violation of this Agreement is not settled within **10** working days **following** the presentation of a grievance to the

President of the Corporation in accordance with Paragraph 10.07, **either** party may institute arbitration proceedings no later than **40** working days following the presentation of the grievance to the President of the **Corporation**, in the manner set forth below, to have the difference in question determined. It is expressly agreed that the right to arbitration does not extend to any matters other than those concerning the interpretation, application, administration or alleged violation of this Agreement.

- 11.02** In the event that it becomes necessary to submit any matters to arbitration, the parties shall endeavour in each instance to agree upon and appoint a single arbitrator, within **15** working days following the service by either party upon the other of written notice to arbitrate. If the parties fail to agree upon the **appointment** of an arbitrator, application may be made **by** either party, on written notice to the other, to the Minister of Labour, to appoint as arbitrator a person knowledgeable and experienced in the **interpretation** of written collective agreements.
- 11.03** The arbitrator shall not have any power to alter or change any of the provisions of this Agreement, **substitute** any new provisions for any existing **provisions** thereof or add any new **provisions**. In addition, in reaching his **decision**, he shall be bound by the terms and provisions of **this** Agreement.
- 11.04** Notwithstanding the provisions of Paragraph **11.03**, in reaching a decision on a grievance related to dismissal, suspension, **demotion** or disciplinary action, the arbitrator shall have the authority to:
- (a) affirm the Corporation's action and dismiss the grievance,

- (b) set aside the penalty imposed by the Corporation and restore the **grievor** to his former position with or without compensation,
 - (c) modify in whole or in part the penalty imposed by the Corporation as he may deem just and reasonable in the circumstances.
- 11.05 The arbitrator may, before the hearing, **require** the representatives of the parties to appear **before** him to define the question of interpretation, application, administration or alleged violation to be arbitrated, and to establish the procedure to be followed at the hearing. The arbitrator's fees in connection with this appearance shall be borne by the Corporation. All steps in connection with the arbitration shall be taken as expeditiously as possible.
- 11.06 Except as provided in **Paragraph 11.05**, the parties shall each bear one-half of the fees and expenses of the arbitrator and of any clerk or stenographer whom he may require and, except as aforesaid, each party shall bear all expenses incurred by it, whether of witnesses, the attendance of witnesses and Union Stewards, exhibits or otherwise.
- 11.07 The decision of the arbitrator shall be final and binding on both parties.

ARTICLE 12
LAYOFF

- 12.01 Notice of layoff shall be given to an employee and the Union at least 1 month prior to the layoff.

ARTICLE 13
COMPENSATION ADMINISTRATION

Compensation

- 13.01** The compensation for the occupations covered by this Agreement is set forth in Appendix A, attached hereto and forming part of this Agreement and, notwithstanding the date of this Agreement, shall be applicable from the date shown in **Appendix A** until termination of this Agreement.
- 13.02** (a) Except as provided in Paragraph **13.03**, the commission to be paid on an account, irrespective of the life of a directory, is a single lump-sum **payment** to be computed by **applying** the **apropriate** commission rate shown in **Appen8ix A** to the net increased amount to be charged to the account for 1 month, for the advertising concerned.
- (b) For the purpose of computing commission, where there is more than 1 contract for any single customer, all such contracts shall collectively be considered as 1 account.
- (c) For the purpose of computing commission, an account shall be **defined** as a single signing authority. In the event that such a **signer** has jurisdiction to **authorize** Yellow Pages **advertisin** for more than 1 company, all such companies **sha%** constitute 1 account (e.g. "**serviced** with' accounts).
- 13.03** (a) In the event that the Montreal, Ottawa or Quebec City directory has a life either longer or shorter than 12 months, the commission to be paid in respect of an account for advertising in

the directory so affected shall be computed by increasing or decreasing the percentage shown in Appendix A by one-twelfth for each month by which the life of such directory exceeds or falls short of 12 months.

- (b) In the event that the **Belleville, Kingston, Laval, Sault Ste Marie, Sherbrooke, South Shore, Sudbury, Trois-Rivières** or West Island directory has a **life** either longer or shorter than **12** months, at the request of the Union, the Corporation agrees to open to negotiations the matter of adjusted commission payments.
- (c) It is agreed that any **negotiations** occasioned by the conditions **identified** in **(b)** above shall be subject to the terms and conditions existent under the law that pertain to the normal bargaining process.

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

13.05 In the event that a separate Yellow Pages directory, functioning as a supplement to normal and usual Yellow Pages directory coverage, is totally withdrawn from publication by the Corporation, the

resultant loss of revenue shall not constitute a debit in the computation of commissions.

13.06 If, in the opinion of the Corporation, it is necessary, under normal conditions of work, to involve sales management in the servicing of all or part of an account assigned to an employee, any commission resulting from such servicing shall be paid to the employee to whom the account has been assigned.

Premium - Neighbourhood Sales Representatives

13.07 A premium of 10% shall be granted to Neighbourhood Sales Representatives on the amount of New and Increased Business Commission paid. This premium shall be paid every quarter, from the effective date of this Agreement.

This amount shall be included in the calculation of the employee's average rate of earnings.

Wage Increases

13.08 The time interval from one step to the next on the wage schedule shall be as follows:

(a) Step 1 to Step 2, and Step 2 to Step 3: 6 months

(b) Step 3 to Step 4, and Step 4 to Step 5: 12 months

13.09 Wage increases shall be granted by the Corporation on the basis of satisfactory performance in accordance with the time intervals indicated in Paragraph 13.08 above.

13.10 If performance is unsatisfactory, the wage increases may be deferred for a period not to exceed the related time intervals indicated in Paragraph 13.08 above.

- 13.11 Where an employee's wage increase is deferred, he and **his Union** Steward shall be informed of the reasons for such action.
- 13.12 The effective day for an increase shall be the first day of the **bi-weekly** period closest to the first day of the month.
- 13.13 Wage increases shall not be made effective while an employee is absent due to leave, accident, sickness or quarantine.

Higher Wage Rates

- 13.14 Under certain conditions, of which the Union shall be notified, higher rates than those provided in the wage schedule in Appendix A may be paid by the Corporation to individual employees where, in the Corporation's judgment, such rates are appropriate.

Special Starting Wage Rate

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

Demotion

- 13.16 (a) Subject to the provisions of Paragraph 13.14, in the event that a Premise Sales Representative is demoted, for any reason, to a **position** of Telephone Sales Representative, **the** existing wage rate shall be **maintained** for a period of **90** days following the date of such demotion.
- (b) In the event that a Premise or Telephone Sales Representative is demoted, for any reason, to a **position** of Neighbourhood Sales Representative, **his** wage rate shall be changed to that in effect for the position of Neighbourhood Sales

Representative as soon as the demotion comes into effect.

Promotion

- 13.17 (a) Where an employee is promoted from Telephone Sales **Representative** to Premise Sales **Representative**, his **wage** rate shall be the rate on the wage schedule of the new **position** which corresponds with his wage **schedule** step.
- (b) Where an employee is promoted from Neighbourhood Sales Representative to another position within the bargaining **unit**, his **wage** rate shall be adjusted according to the wage **schedule** of the position he is taking over, at the **step** which corresponds to the number of months of service since he became a member of the bargaining unit.

Attendance at Training Courses

- 13.18 (a) An employee who attends meetings initiated by the Corporation for the purpose of providing information, instruction or training in relation to new or changed methods or **practices**, or for the purpose of retraining, shall be paid his average rate of earnings for the **period** of attendance, provided the attendance is continuous for 1 or more full days. In the event that attendance continues on the following day for less than a full day, the employee shall be paid his current wage rate per day plus one-half the per-day average commission and other payments in lieu of commission, as described in the definition "Average Rate of **Earnings**" in Subparagraph 3.01(f).

- (b) Wherever possible, the Corporation shall group the activities referred to in (a) above in periods of 1 full day.

Attendance at Employee-Management Committee Meetings

13.19 An employee **attending** Employee-Management Committee **Meetings shall** be paid his average rate of earnings during the time spent at such **meetings**.

At the request of the Union, 8 employees may be invited to attend such meetings.

Paydays

13.20 (a) An employee shall be paid every alternate Wednesday at his current wage rate for the **2-week** period ending on that day, and for commission earned on work completely processed up to the close of business on the Thursday immediately preceding the previous **payday**.

(b) Pay shall be **adjusted** for any unpaid absence which **occurred** during the **2-week** period preceding the previous payday.

(c) At any time during the term of this Agreement, the provision related to commission **payments** in this Paragraph may be renegotiated by mutual agreement. If a **satisfactory** arrangement is not arrived at as a result of these negotiations, Paragraph **13.20** shall continue to apply.

Effective June **1, 1993**

13.02 Commission payments shall be made in the following order:

- (1) Renewed Business Commission shall be paid for the portion of advertising renewed charged to the customer's account for the **forthcoming directory** issue, where such amount is equal to or less **than** the amount charged for advertising in the current directory.
 - (2) Rate Increase Commission shall be paid for the increase in the account resulting from the price-up portion (maximum of up to **6%**) of advertising **appearing** in the current directory issue, where **the** amount of advertising in the forthcoming issue exceeds the amount of advertising **in** the current issue.
 - (3) Increased Business Commission shall be paid for that portion of advertising which is in excess of the amounts indicated in **(1)** and **(2)** above and which is sold to the customer's account for the forthcoming directory issue.
 - (4) New Business Commission shall be **paid** for advertising sold for the forthcoming **directory issue** to a customer with no advertising in the current directory issue.
- 13.03 (a) Except as provided in Paragraph **13.04** and in **(b)** hereunder, the commission to be paid on an account, irrespective of the life of a directory, is a single lump-sum payment to be computed by **applying** the appropriate commission rate **shown in Appendix A** to the net amount to be charged to **the** account for 1 month, for the advertising concerned.
- (b)** Notwithstanding the provisions of (a) above, commission is paid for the number of months the published advertising is billed to the customer.

Where published advertising is billed to the customer for a period shorter than 12 months due to the disconnection of the customer's telephone service, the commission paid shall be reduced as follows:

**Reduction of
commission paid to
employee**

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

These provisions shall apply to any contract for advertising sold to a customer whose telephone service is disconnected after May 31, 1993, regardless of the date on which the sale is made by the employee.

- (c) For the purpose of computing commission, where there is more than 1 contract for any single customer, all such contracts shall collectively be considered as 1 account.
- (d) For the **purpose** of computing commission, an account **shall** be defined as a single signing

authority. In the event that such a **signer** has jurisdiction to **authorize** Yellow Pages **advertising** for more than 1 company, all such companies shall constitute 1 account (e.g. "serviced with" accounts).

- 13.04 (a) In the event that the Montreal, Ottawa or Quebec City directory has a life either longer or shorter than **12** months, the commission to be paid in respect of an account for **advertisin** in the directory so affected shall be compute⁸ by increasing or decreasing the percentage shown in Appendix A by one-twelfth for each month by which the life of such directory exceeds or falls short of **12** months.
- (b) In the event that the **Belleville, Kingston, Laval, Sault Ste Marie, Sherbrooke, South Shore, Sudbury, Trois-Rivières** or West Island directory has a life either longer or shorter than **12** months, at the request of the Union, the Corporation agrees to open to negotiations the matter of adjusted commission payments.
- (c) It is agreed that any negotiations occasioned by the conditions identified in (b) above shall be subject to the terms and conditions existent under the law that pertain to the normal bargaining process.
- 13.05 Where an adjustment has been made in the amount charged to a customer for advertising in the current issue of the directory, the commission to be paid for advertising to appear in the forthcoming issue of the directory shall be computed as if no adjustment had been made; however, where commission has been charged back to an employee, New Business Commission shall be paid up to but not exceeding

the amount previously charged back, plus commission for the amount of any additional advertising sold to the customer beyond the amount appearing on the existing contract.

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

13.07 If, in the opinion of the Corporation, it is necessary, under normal conditions of work, to involve sales management in the **servicing** of all or part of an account assigned to an **employee**, any commission resulting from such servicing shall be paid to the employee to whom the account has been assigned.

Premium - Neighbourhood Sales Representatives

13.08 A premium of **10%** shall be granted to Neighbourhood Sales Representatives on the amount of New and Increased Business Commission paid. This premium shall be paid every quarter, from the effective date of this Agreement.

This amount shall be included in the calculation of the employee's average rate of earnings.

Wage Increases

13.09 The time interval from one step to the next on the wage schedule shall be as follows:

(a) Step 1 to Step **2**, and Step 2 to Step **3**: 6 months

(b) Step 3 to Step **4**, and Step 4 to Step **5**: 12 months

- 13.10 Wage increases shall be granted by the Corporation on the basis of satisfactory performance in accordance with the time intervals indicated in Paragraph 13.09 above.
- 13.11 If performance is unsatisfactory, the wage increases may be deferred for a **period** not to exceed the related time intervals **indicated** in Paragraph 13.09 above.
- 13.12 Where an employee's wage increase is deferred, he and his Union Steward shall be informed of the reasons for such action.
- 13.13 The effective day for an increase shall be the first day of the **bi-weekly** period closest to the first day of the month.
- 13.14 Wage increases shall not be made effective while an employee is absent due to leave, accident, sickness or quarantine.

Higher Wage Rates

- 13.15 Under certain conditions, of which the Union shall be notified, higher rates than those provided in the wage schedule in Appendix A may be **paid** by the Corporation to individual employees **where**, in the Corporation's judgment, such rates are appropriate.

Special Starting **Wage** Rate

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

Demotion

- 13.17 (a) Subject to the provisions of Paragraph 13.15, in the event that a Premise Sales Representative is

demoted, for any reason, to a position of Telephone Sales Representative, the existing wage rate shall be **maintained** for a period of **90** days following the date of such demotion.

- (b) In the event that a Premise or Telephone Sales Representative is demoted, for any reason, to a position of Neighbourhood Sales Representative, his wage rate shall be changed to that in effect for the position of Neighbourhood Sales Representative as soon as the demotion comes into effect.

Promotion

13.18 (a) Where an employee is promoted from Telephone Sales **Representative** to Premise Sales Representative, his wage rate shall be the rate on the wage schedule of the new **position** which corresponds with his wage **schedule** step.

- (b) Where an employee is promoted from Neighbourhood Sales Representative to another position within the bargaining unit, his wage rate shall be adjusted **according** to the **wage** schedule of the position he is **taking** over, at the step which corresponds to the number of months of service since he became a member of the bargaining unit.

Attendance at Training Courses

13.19 (a) An employee who attends meetings initiated by the Corporation for the purpose of providing information, instruction or training in relation to new or changed methods or **practices**, or for the purpose of retraining, shall be **aid** his average rate of earnings for the **perio8** of attendance, provided the attendance **is** continuous for 1 or

more full days. In the event that attendance continues on the following day for less than a full day, the employee shall be paid his current wage rate per day plus one-half the per-day average commission and other payments in lieu of commission, as described in the definition "Average Rate of **Earnings**" in Subparagraph 3.01 (f).

- (b) Wherever possible, the **Corporation** shall group the activities referred to in (a) above in periods of 1 full day.

Attendance at Employee-Management Committee Meetings

13.20 An employee attending Employee-Management Committee **Meetings** shall be paid his average rate of earnings during the time spent at such meetings.

At the request of the Union, 8 employees may be invited to attend such meetings.

Paydays

13.21 (a) An employee shall be paid every alternate Wednesday at his current wage rate for the **2-week** period ending on that day, and for commission earned on work completely processed up to the close of business on the Thursday immediately preceding the previous payday.

(b) Pay shall be adjusted for any unpaid absence which occurred during the **2-week** period preceding the previous payday.

(c) At any time during the term of this Agreement, the provision related to commission **payments** in this Paragraph may be renegotiated by mutual agreement. If a satisfactory arrangement is not arrived at as a result of these **negotiations**, Paragraph 13.21 shall continue to **apply**.

ARTICLE 14
SENIORITY

- 14.01 For the purpose of this Agreement., the Net Credited **Service** shown on the **Corporation** records shall be **recognized** as Corporation Seniority.
- 14.02 For the purpose of this Agreement, Bargaining Unit **Seniority** shall be determined by the most recent date of entry into a position covered by this Agreement.
- Notwithstanding the provisions of the preceding Paragraph, the following employees shall **keep** their Corporation Seniority:
1. all **employees** hired, rehired or transferred from an **affiliated** company before June 1, 1978,
 2. all employees transferred or promoted from a position not covered by this Agreement before June 1, 1991.
- 14.03 A complete list of seniority, indicating both Corporation and **Bargaining Unit** Seniority, shall be posted on the date of signing of this Agreement and revised annually. A copy shall be forwarded to the President of the unit.
- 14.04 (a) In all cases of transfer, layoff, recall, demotion or **upgrade** to positions within the bargaining unit, **the** Bargaining Unit Seniority of employees shall **govern** where all other pertinent factors are **relatively** equal.
- (b) Recall following layoff shall be carried out in inverse order of layoff in accordance with the principles set forth in (a) above.

- (c) An employee who has been laid off keeps his recall **rights** for a **period** of **12** months following his **layoff** even if, **during** this period, he refuses a position within a wage schedule that is lower than that of the position he had when he was laid off or a position such as the one stipulated in **(g)** hereunder. However, an employee who refuses an offer of recall to the position he had when he was laid off loses his recall rights.
- (d) It is the responsibility of laid-off **employees** who wish to be recalled to ensure that their **file** in the **E.R.** Personnel department shows their current address, and to give notice of their **acceptance** or refusal of the recall to the position **offered**, as stipulated in **(c)** above.
- (e) The laid-off employee must confirm his decision in writing in a **registered** letter sent to the Manager - Personnel **(E.R.)** within **10** working days following the offer of recall.
- If the laid-off employee does not reply to an offer of recall or does not confirm his refusal of the position offered in the period prescribed above, he shall lose his recall rights.
- (f) 1. The date of the offer of recall shall be the postmark of the recall letter sent by registered mail to the laid-off employee at his last address shown on the Corporation records.
2. The date of reply to the offer of recall shall be the **postmark** of the letter sent by **registered** mail to the Manager - Personnel **(E.R.)** by the laid-off employee.

(g) In the application of this Article, the parties agree that the position of Neighbourhood Sales **Representative** is considered as lower than that of **Telephone** Sales Representative.

14.05 Where an employee in a position covered by this Agreement is transferred or promoted to a position not covered by this Agreement, he shall retain all of his Corporation and Bargaining Unit Seniority rights for a period of 12 months following his transfer or promotion to a position not covered by this Agreement. After this 12-month period, he shall forfeit his Bargaining Unit Seniority.

ARTICLE 15

PROMOTION WITHIN THE BARGAINING UNIT

15.01 (a) It is the Corporation's intention to promote from within the bargaining unit.

(b) An employee considered for a promotion within the bargaining unit and not selected shall be informed of the reasons in writing.

ARTICLE 16

HEALTH AND SAFETY

16.01 Both parties to the present Agreement recognize the need to protect the health and ensure the safety of all employees.

16.02 It is up to the Corporation to adopt and implement, as far as circumstances warrant, practices and reasonable methods to protect the employees' health and ensure their safety at work. The **Union** may make suggestions to the Corporation concerning work safety.

ARTICLE 17
HOURS OF WORK

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

ARTICLE 18
HOLIDAYS

18.01 The following shall be **recognized** as Corporation holidays:

New Year's Day	Civic Holiday
Good Friday	(Ontario only)
Easter Monday	Labour Day
Victoria Day	Thanksgiving Day
National Holiday (Quebec only)	Christmas Day
Canada Day	Boxing Day

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

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

18.04 (a) Where a Corporation holiday falls on a Saturday, except for the National Holiday (Quebec), the Corporation may designate another day as a holiday or, if it does not **designate** such a day, another day off with pay **shall** be granted at a time convenient to both parties.

(b) Where the National **Holiday(Québec)** falls on a Saturday, the Friday **immediately** preceding shall be observed as the holiday.

18.05 (a) At the request of the Union, the Corporation agrees to **re-open to negotiations** the terms of Paragraph **18.01**, at a time coincident with **corporate** revisions with respect to the number of **days recognized**.

(b) Such negotiations would neither invalidate nor **re-open** to negotiations any terms of this **Agreement** other than those so specified and **subject** to such specifications.

Holiday Pay

18.06 Where an **employee** is not required to work on a Corporation **holiday** which falls on a day within his scheduled work week, he shall be granted the day off with pay at his average rate of earnings, this pay to be known as Holiday Pay.

ARTICLE 19 DAY OFF WITH PAY

19.01 In addition to the holidays stipulated in Paragraph **18.01**, each employee in the employ of the Corporation on the day designated by the Corporation for such purpose shall be granted a day off with pay, at his average rate of earnings.

19.02 The day off with pay shall be designated by the Corporation during the **period** from November 1 of the current year to the **1st** day of February of the following year.

19.03 Where an employee cannot be granted a day off in that period, he shall be paid 1 additional day's pay at his average rate of earnings.

ARTICLE 20

ANNUAL VACATION

20.01 An employee, in the year he is engaged or re-engaged, shall be entitled to 1 day of vacation with pay for each month of service completed in that calendar year, up to a limit of 10 days of vacation with pay.

For purposes of this section:

(a) for an employee engaged or re-engaged on or before the fifteenth day of the month, service shall be counted from the first day of that month,

(b) for an employee engaged or re-engaged on or after the sixteenth day of the month, service shall be counted from the first day of the following month.

20.02 An employee, in the years subsequent to his year of engagement or re-engagement, shall first become entitled to a vacation with pay in accordance with the table below in the year in which he is to complete the required number of years of service. The same entitlement applies to each subsequent year, until a higher entitlement is attained as indicated in the table below:

Weeks of Vacation

- (a) In the year ~~the~~ employee is to complete 1 year of service and in subsequent years until (b) applies: 3 weeks
- (b) In the year the employee is to complete 10 years of service and in subsequent years until (c) applies: 4 weeks
- (c) In the year the employee is to complete 18 years of service and in subsequent years until (d) applies: 5 weeks
- (d) In the year the employee is to complete 25 years of service and in subsequent years:6 weeks.

20.03 All vacations are for a full calendar year. The vacation for a particular year may be scheduled during the period of January 1 of that year to the end of April of the following year, it being understood that vacation entitlement is determined in accordance with Net Credited Service in the year for which the vacation is given.

20.04 Notwithstanding the provisions of Paragraph 20.02, an employee shall only be entitled to:

- (a) his full vacation if he completes 6 months of service during such year,
or
- (b) 1 week of vacation if he completes less than 6 months of service during such year.

20.05 (a) Notwithstanding the provisions of Paragraph 20.08, an employee entitled to more than 2 weeks of vacation may, if the Corporation and the employee mutually agree, take any portion of one year's entitlement in excess of 2 weeks consecutively with his vacation, or portion thereof, for the following year, it being

understood that not more than 2 weeks of the current vacation entitlement may be taken consecutively with the following year's entitlement.

- (b) An employee who wishes to bank vacation weeks from one year to take them with the following year's entitlement as provided in (a) above must advise management during the **period** of July 1 to July **31** of the first year.
- (c) No employee shall avail himself of the "**banking**" privilege stipulated in (a) above more than once every 2 years.
- (d) Notwithstanding Paragraph **20.08**, where an employee **is** entitled to 6 weeks of vacation, he may bank the sixth week for an unlimited period. A maximum of 2 such banked sixth weeks of vacation may **be** taken each year, with the exception of the year the employee retires. He may then take **all** remaining weeks of vacation during the weeks immediately preceding the effective date of his retirement.

20.06 Where a Corporation holiday falls on a day of the annual vacation, an employee shall be entitled to an additional day off with pay. This day may be taken by extending the vacation by 1 day, or on a day convenient to the employee and the Corporation, but no later than **12** months from the actual date of the holiday.

20.07 Vacation schedules shall be prepared each year by the Corporation with due consideration **given** to seniority, provided however that such schedules shall be arranged as to cause, in the **judgment** of the Corporation, the least possible **interference** with

efficient performance of the work. In general, vacations shall commence at the beginning of the calendar week unless the demands of the work make this impossible.

- 20.08 An employee shall not have the right to carry forward all or part of a vacation from one vacation period to another, or to take 2 vacations consecutively.
- 20.09 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 Corporation may reschedule the vacation at a later date in the calendar year for which the vacation is given or by the end of April of the following year.
- 20.10 An employee shall be paid during vacation at his average rate of earnings, but vacation pay for vacations of 2 weeks or more shall not be less than the percentage that is stipulated in the applicable legislation in the respective provinces, as it stands on the date of execution of this Agreement.
- 20.11 An employee, before proceeding on a vacation of 1 week or more, may request an **advance** payment, not exceeding his average rate of earnings, in accordance with **Corporation** practice, for each of the paydays on which he will be on vacation.
- 20.12 The Corporation guarantees that, for the duration of this Agreement, the entitlements of the plan identified above shall be no less than any plan applicable to other non-management employees. This shall be accomplished by timely and automatic adjustments at the written request and approval of the Union.

Pay in Lieu of **Vacation**

- 20.13** Where an **employee** resigns, is laid off, is dismissed or has completed his work, he shall be granted pay in lieu of vacation for the current calendar year, calculated in the manner set forth in Paragraphs **20.14** to **20.17** inclusive.
- 20.14** An employee with less than 1 year of Net Credited Service shall be **granted 4%** of his earnings for the entire period of current service, reduced by the amount of the pay applicable to any part of a vacation taken by the employee during the same period of service.
- 20.15** An employee with 1 year or more of Net Credited Service who works 6 months or more in the year of separation shall be granted the greater of:
- (a) 3 weeks of pay at his average rate of earnings if his service is less than **10** years, 4 weeks of pay at his average rate of earnings if his service is **10** years or more but less than **18** years, 5 weeks of pay at his average rate of earnings if his service is **18** years or more but less than **25** years, 6 weeks of pay at his average rate of earnings if his service is **25** years or more,
 - or
 - (b) the percentage of his total earnings for the current calendar year that is stipulated in the applicable legislation in the **respective provinces**, as it stands on the date of **execution** of this Agreement.
- 20.16** An employee who works less than 6 months in the year of separation shall be granted the greater of:

(a) 1 week of pay at his average rate of earnings,

or

(b) the percentage of **his** total **earnings** for the current calendar year that is stipulated **in** the applicable legislation in the respective provinces, as it stands on the date of execution of this Agreement.

20.17 The amount of pay in lieu of vacation to be granted in accordance with Paragraphs **20.15** and **20.16** shall be reduced by the amount of the pay applicable to any part of a vacation for the current calendar year taken **by** the employee before he left the Corporation's service.

ARTICLE 21

ABSENCES

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

21.01 Any employee who is absent due to sickness or quarantine shall be paid salary only for the first 2 consecutive working days of absence, and at his average rate of earnings for the third, fourth and fifth consecutive working days of absence; thereafter, **payment** shall be made in accordance with **Corporation** practice.

Child Care or Adoption Leave

21.02 An employee shall be granted child care or adoption leave without pay, **under** the conditions of **eligibility** set forth in the applicable **Corporate** Practices currently in effect, or as amended **from** time to time by the Corporation.

21.03 In addition, an employee who has completed 6 consecutive months of continuous employment with

the Corporation and who meets the conditions of eligibility contained in the applicable Corporate Practices shall receive a Supplemental Pregnancy Allowance in accordance with these same Practices.

Absence Due to Jury Duty

21.04 Notwithstanding the provisions of Paragraph **11.06**, an employee who is absent due to jury duty or subpoenaed as a witness in an action to which the Corporation is a party or in an action other than an action to which he is a party shall be paid at his average rate of earnings.

Absence Due to Death in the Immediate Family

21.05 An employee shall be granted time off at his average rate of earnings for any necessary period, not exceeding 3 days, occasioned by the death of a close relative. The Corporation may extend this period of absence to 1 week where the death of such close relative requires the employee to leave the city in which he is employed.

ARTICLE 22

**DAY OFF FOR TELEPHONE AND
NEIGHBOURHOOD SALES REPRESENTATIVES**

22.01 All Telephone and Neighbourhood Sales Representatives having completed 6 months of service within the bargaining unit shall commence entitlement of 1 day off every 2 months worked during the calendar year, in accordance with Paragraph **22.11**.

22.02 (a) All Telephone and Neighbourhood Sales Representatives having completed 12 months of

service. within the bargaining unit shall be entitled to select 2 additional days off during the calendar year, subject to the terms and conditions identified below, except those noted in Paragraphs 22.05, 22.06, 22.07 and 22.11.

- (b) **Notwithstanding** (a) above, a Telephone or Neighbourhood Sales Representative **joining** the bargaining unit **during** a calendar year **shall** be **required** to select 1 additional day off **during** the following year upon completion of **12 months** of service, **subject** to the terms and conditions identified **below**, except those noted in Paragraphs 22.05, 22.06, 22.07 and 22.11.

22.03 Such days shall be paid at salary only.

22.04 Assignments shall not be reduced in consideration of **this** time off.

22.05 Such days off shall be taken as follows:

- (a) 1 day may be taken during the 2 months **following** the period during which the time was **earned**, **except** for the November and December day off **which** may be taken after December 26,
or
- (b) 2 days may be accumulated during the 2 consecutive Z-month periods and taken following the **4-month** period during which the time was earned,
or
- (c) 3 days may be accumulated during the 3 consecutive Z-month periods and taken following the **6-month** period during which the time was earned.

- 22.06 If the employee works less than 4 weeks in the specified Z-month **period** due to vacation, **S.D.B.** or leave of absence, 1 **half-day** off shall be granted.
- 22.07 If the employee works the equivalent of 4 weeks plus 1 day in the specified Z-month period, 1 full day off shall be granted.
- 22.08 If mutually agreed upon by the Corporation and the employee, such time may be taken in half-days, subject to the terms and conditions outlined above.
- 22.09 If the scheduled days off are not taken as prescribed above, they shall be forfeited **by** the employee. Pay in lieu of such days off shall not **be** provided.
- 22.10 Control and reporting required under the plan shall be the sole responsibility of the Assistant Sales Manager.
- 22.11 Designated periods of earning and entitlement shall be:
January/February, March/April, May/June,
July/August, September/October,
November/December.
- 22.12 Scheduling or rescheduling of such days off shall be subject to **job** requirements.

ARTICLE 23
DAY OFF FOR PREMISE SALES
REPRESENTATIVES

- 23.01 All Premise Sales Representatives having completed 6 months of service within the **bargaining** unit shall commence entitlement of 1 day **off** every 3 months

worked during the calendar year, in accordance with Paragraph 23.11.

23.02 All Premise Sales Representatives having completed 12 months of service within the bargaining unit shall be entitled to select 1 additional day off during the calendar year, subject to the terms and conditions identified below, except those noted in Paragraphs 23.05, 23.06, 23.07 and 23.11.

23.03 Such days shall be paid at salary only.

23.04 Assignments shall not be reduced in consideration of **this** time off.

23.05 Such days off shall be taken as follows:

(a) 1 day may be taken **during** the 3 months following the period during **which** the time was earned, except for the October, November and December day off which may be taken after December 26,

or

(b) 2 days may be accumulated during 2 consecutive **3-month** periods and taken following the **6-month** period during which the time was earned,

or

(c) 3 days may be accumulated during 3 consecutive **3-month** periods and taken following the **9-month** period during which the time was earned,

or

(d) 4 days may be accumulated during 4 consecutive **3-month** periods and taken following the **12-month** period during which the time was earned.

- 23.06 If the employee works less than 6 weeks in the specified **3-month period** due to vacation, **S.D.B.** or leave of absence, 1 **half-day** shall be granted.
- 23.07 If the **employee** works the equivalent of 6 weeks plus 1 day in the specified **3-month period**, 1 full day shall be granted.
- 23.08 If mutually agreed upon by the Corporation and the employee, such time may be taken in half-days, subject to the terms and conditions outlined above.
- 23.09 If the scheduled days off are not taken as prescribed above, they shall be forfeited by the **employee**. Pay in lieu of such days off shall not be **provided**.
- 23.10 Control and reporting required under the plan shall be the sole responsibility of the Sales Manager.
- 23.11 Designated periods of earning and entitlement shall be:
January/February/March, April/May/June,
July/August/September,
October/November/December.
- 23.12 Scheduling or rescheduling of such days off shall be subject to job requirements.

ARTICLE **24**
TRAVEL TIME AND EXPENSES

- 24.01 Where an employee is required by Corporation instructions to travel from one locality to another by car, the time allowance for travel, as determined in accordance with the following principles, shall be considered as forming part of the basic hours of work.

- 24.02 Time allowance shall be related to the total distance between the localities as follows:
- (a) distance from 1 to **80 km - 15** minutes for each **16 km** or fraction thereof,
 - (b) distance over **80 km - 15** minutes for each **19 km** or fraction thereof.
- 24.03 Distance, for the **purpose** of computing the time allowance for **travel**, shall be that between **recognized** central points in the localities and **provided** by:
- (a) **the provincial** department(s) of highways or, if **not available**,
 - (b) the Touring Club of Montreal or, if not available,
 - (c) mutual agreement between the Corporation and the Union.
- 24.04 To the extent that conditions permit, in the judgment of the Corporation, the **preference** of the majority of the employees shall **be** considered in determining the reporting and departure times for the group.

Expenses

- 24.05 The Corporation agrees to **pay** transportation **expenses**, by common carrier, private automobile or **other** means, at rates approved by the Corporation, which are necessarily incurred by an employee. Such payments shall not, for the duration of this **Agreement**, be less than those agreed upon at the **effective** date of this Agreement.

- 24.06** Any additional automobile expenses, either capital or operational, incurred by employees in the performance of the job shall be borne solely by the employee.
- 24.07** The Corporation agrees to pay board and lodging expenses, at rates approved by the Corporation, which are necessarily incurred by an employee. Such payments shall be a flat average amount paid to each employee based upon average meal and accommodation rates. Any additional expenses incurred by employees in the performance of the job shall be borne solely by the employee.
- 24.08** These amounts shall be computed on a personal expense basis only, and shall not include promotional or account development expenses.

ARTICLE 25
VALIDITY OF AGREEMENT

- 25.01** In the event of any provision of this Agreement, or of any of the practices established hereby, being or being held to be contrary to the provisions of any applicable law now or hereafter enacted, this Agreement shall not be nor be deemed to be abrogated, but shall be amended so as to make it conform to the requirements of any such law.

ARTICLE 26
CANCELLATION OF PREVIOUS AGREEMENT

- 26.01** This Agreement, from its effective date, supersedes and cancels the Collective Agreement between the Corporation and the Union applying to employees as defined in Article 3 of this Agreement and dated the 23rd day of April 1991.

ARTICLE 27
DURATION

27.01 This Agreement shall become effective on the **1st** day of June **1991**, and shall be and remain in force for the term of **36** months from said date.

However, it shall remain in force after its **expiry** date until one of the parties exercises its right to strike or lock-out.

APPENDIX A

COMPENSATION SALES REPRESENTATIVES			
Step	Premise Sales	Telephone Sales	Neighbour- hood sales
Effective June 1, 1991 Wage Schedules - Monthly Rates			
1	\$ 865.	\$670.	\$1,210.
2	905.	715.	
3	960.	770.	
4	1,080.	860.	
5	1,210.	960.	
Effective June 1, 1991 Commission Rates			
** Renewed Business	24%	24%	24%
* New & Increased Business	144%	144%	144%

* Net by Account

** Retained Revenue by Account

1. The interval between steps 1 and 2, and steps 2 and 3 shall be 6 months.
2. The interval **between** all other **steps** shall be 12 months.

COMPENSATION SALES REPRESENTATIVES			
Step	Premise salts	Telephone salts	Neighbour- hood Salts
Effective June 1, 1992 Wage Schedules - Monthly Rates			
1	\$ 900.	\$ 695.	\$1,260.
2	940.	745.	
3	1,000.	800.	
4	1,125.	895.	
5	1,260.	1,000.	
Effective June 1, 1992 Commission Rates			
• Renewed Business	24 %	24 %	24 %
New & Increased Business	144 %	144 %	144 %

- Net by Account
 - *. Retained Revenue by Account
1. The interval between steps 1 and **2**, and steps 2 and 3 shall be 6 months.
 2. The interval between all other steps shall be **12** months.

APPENDIX A

COMPENSATION SALES REPRESENTATIVES			
Step	Premise Sales	Telephone Sales	Neighbour- hood Salts
Effective June 1, 1993 Wage Schedules - Monthly Rates			
1	\$ 935.	\$ 720.	\$1,310.
2	980.	775.	
3	1,040.	830.	
4	1,170.	930.	
5	1,310.	1,040.	
Effective June 1, 1993 Commission Rates			
* Rate Increase	72%	72%	72%
* Renewed Business	24%	24%	24%
* New & Increased Business	156%	156%	156%

* Net by Account

** Retained Revenue by Account

1. The **interval** between steps 1 and 2, and steps 2 and 3 shall be 6 months.
2. The interval between all other steps shall be 12 months.

ALPHABETICAL INDEX	Page
Absence - Death in Family	44
- Jury Duty	44
- Leave of Absence for Union Stewards	9
- Sickness or Quarantine	43
- Witness in Arbitration Hearing	19
Agreement - Application	2
- Copy to Each Employee	8
- Duration	51
- Preamble	1
- Validity	50
Arbitration	17
Average Rate of Earnings - Definition	4
Bargaining Procedure	11
Basic Hours of Work	36
Board and Lodging Expenses	50
Business - Increased	5, 6
- New	4, 6
- Renewed	5
Change of Status of Union Stewards	8
Commission - Average Rate of Earnings	4
- Definition	4
- Rates	52, 53, 54
Compensation - Administration	20
- Average Rate of Earnings	4
- Banked Vacation Weeks	40
- Commission	20
- Day Off for Telephone and Neighbourhood Sales	44
- Day Off for Premise Sales	46
- Death in Family	44
- Effective Date	52, 53, 54
- Employee-Management Committee Meetings	25

	Page
- Higher Wage Rates	23
- Holiday Pay	37
- Jury Duty	44
- Leave of Absence for Union Stewards	9
- Pay days	25
- Pay in Lieu of Vacation	42
- Training Courses	24
- Transfer to Lower Wage Schedule	23
- Vacation	38
- Wage Increases	22
- Wage Schedule	52, 53, 54
Day Off for Premise Sales	46
Day Off for Telephone and Neighbourhood Sales	44
Day Off With Pay	37
Death in Family	44
Deduction of Regular Dues	7
Definitions	3
Discipline	11
Discrimination	3
Dismissal	11
Dues Deduction	7
Duration of Agreement	51
Effective Dates - Commission and Monthly Rates	52, 53, 54
- Increases	22
Employee - Definition	3
- Information	8
Employee-Management Committee Meetings	25
Expenses - Arbitration	19
- Board and Lodging	50
- Transportation	49

	Page
Grievances - Handling	13
- Time Allowance	10
Health and Safety	35
Higher Rates to Individual Employees	23
Holidays - Corporation	36
- In Vacation	40
- Pay	37
Hours of Work	36
Increased Business - Administration	21
- Commission Rates	52, 53, 54
- Definition	5
Increases - Wages	22
Information - Employee	8
Jury Duty	44
Layoff	19
Leave for Child Care Responsibilities	43
Leave of Absence for Union Stewards	9
Meetings - Arbitration	19
- Bargaining	11
- Employee-Management	25
New Business - Administration	21
- Commission Rates	52, 53, 54
- Definition	4
Notification - To Union	8
- To Corporation	8
- To Union Stewards	8
Number of Union Stewards	8
Probationary Employee	3
Promotion Within the Bargaining Unit	35

	Page
Safety and Health	35
Seniority	33
Sickness or Quarantine - Absence	43
Suspension	11
Time Allowance	10
Training Courses - Attendance	24
Transportation Expenses	49
Travel Time	48
Union Stewards - Change in Status	8
- Definition	4
- Notification	8
- Number	8
Vacation - Advance Payment	41
Annual	38
- Banking	40
- Employee Absent	41
- Holiday in	40
- Payment	41
- Pay in lieu of	42
- Re-Engaged Employee	38
- Schedules	39
- Sickness or Accident Prior to	41
- Year	39
Validity of Agreement	50
Voting Unit - Definition	4
Wage Increases - Effective Day	23
- Intervals	22
Wage Schedule	52, 53, 54