

COLLECTIVE AGREEMENT

BETWEEN

YELLOW PAGES GROUP CO.

AND

**THE COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA (CEP)**

2010-2013



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ARTICLE 1 - PURPOSE AND APPLICATION

1.01 The provisions of this Agreement shall apply to employees within the definition of the word "employee" in Article 3.01 of this Agreement.

1.02 The purpose of this Agreement is to provide orderly collective bargaining relations between the Company and employees covered by this agreement, to secure prompt and fair disposition of grievances, to ensure a high level of customer service, to secure the efficient operation of the Company's business and to provide fair compensation, hours and working conditions for the employees.

1.03 In the event of any provision of this Agreement or of any of the practices established hereby 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 such law.

1.04 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company employed in Ontario.

1.05 It is the exclusive right of the Company to manage the business, the operations and the workforce in all respects and in accordance with its commitments and responsibilities to the customers. The Company agrees that any exercise of these rights shall not contravene the express provisions of this Agreement.

1.06 Use in this Agreement of the masculine or feminine gender shall be construed as including both male and female employees, and not as specific sex designations.

ARTICLE 2 – DISCRIMINATION AND WORKFORCE DIVERSITY

2.01 The Company, the Union and the employees agree to comply with the provisions of the *Ontario Human Rights Code*.

2.02 The Company, the Union and the employees agree that every employee has the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, and/or family status or handicap, as these terms are defined by the *Ontario Human Rights Code*. The parties also agree that no employee should be subject to sexual harassment.

2.03 Company shall not discriminate against an employee because of membership in the Union or activity authorized herein on behalf of the Union.

2.04 The Company and the Union recognize the importance of achieving equity in the workplace so that all employees are treated fairly and provided the opportunity to achieve their full potential.

2.05 The Company and the Union recognize the importance of creating greater awareness and acceptance of the diversity of the workforce.

2.06 The implementation of special measures and the accommodation of differences to correct conditions of disadvantage in employment may be required for employees falling under the groups outlined in article 2.02.

2.07 It is understood that every system and procedure, for example the recruitment system and procedure, should be exempt of systemic discrimination.

ARTICLE 3 - DEFINITIONS

3.01 Employee

(a) *Employee* means a person employed by the Company to work in a clerical occupation included on the seniority list provided to the Union and paid in accordance with the wage schedules listed in Appendix "A", attached hereto, and for whom the Union has been the recognized bargaining agent, but does not include a person who:

(i) is employed in a confidential capacity in matters relating to employee records e.g. payroll or Human Resources or,

(ii) Exercises management functions.

(b) *Regular employee* means an employee who was hired on a regular basis and has successfully completed the probationary period.

(c) *Temporary employee* means an employee who is hired for a specific project or a limited period and whose employment may terminate upon completion of that project or at the end of the period. This period shall not normally exceed one (1) year. However, the period may be extended by the Company upon written notice to the Union. Only articles 3, 4, 15, 17 and appendix A apply to temporary full-time and temporary part time employees. All other workings conditions are under the *Employment Standards Act, 2000*.

(d) *Probationary employee* means an employee who has not completed the probationary period identified in Article 12.03.

(e) *Full-time employee* means an employee who is normally required to work the basic hours of work.

(f) *Part-time employee* means an employee who is normally required to work less than the basic hours of work.

(g) *Scheduled work week* means the scheduled days of work in a seven (7) day period.

(h) *Shift* means the period of time, not exceeding the basic hours of work per day, which an employee is scheduled to work on any day, and of which she has been advised in advance.

(i) *Half-shift* means one-half the duration of a shift, except for employees on CWW.

(j) *Day-shift* means a shift all of which falls within 7:00 a.m. and 6:00 p.m. except for Compressed Work Week schedules.

(k) *Off-shift* means a shift where all or a portion of which falls within 6:00 p.m. one day and 7:00 a.m. the following day, except for Compressed Work Week schedules.

(l) *Steward* means an employee who has been elected to represent a group of employees, and whose election has been communicated in writing by the Union to the Company.

(m) *Headquarters* means the locality determined by the Company as a place of operation in which an employee normally works. Headquarters are located in Ottawa and Toronto. The Company will advise the Union of any change in the location of the headquarters.

(n) *Working day* means any day that is not a Saturday, a Sunday or one of the holidays described in paragraphs 24.01.

(o) *Spouse* means a person of the opposite sex to whom the employee is legally married, or a person of either sex with whom the employee has lived in a conjugal relationship for at least twelve (12) months and has publicly represented as her spouse.

(p) *Day* means calendar days unless otherwise specified. For example, work days, working days or days worked may be used as an alternative if “calendar days” are not intended.

ARTICLE 4 - DEDUCTION OF UNION DUES

4.01 Subject to the provisions of this Article, the Company shall deduct an amount equivalent to the regular Union dues from the pay of all employees in the bargaining unit.

4.02 The Company shall cease making such deductions when an employee is assigned to a position not covered by the collective agreement with the Union, with the exception of employees who are assigned to an acting or temporary position not covered by this Agreement for three (3) months or less.

4.03 The Company agrees that all regular Union dues deductions shall be processed on a regular basis with a deduction being made each pay period.

4.04 The amount of regular Union dues shall be such amount as may from time to time be certified to the Company in a form approved by the Company, by an Officer of the Union.

4.05 As soon as possible after the end of each month, the Company shall remit to the Treasurer of the Union by cheque the amount so deducted.

4.06 Regular Union dues means the dues established as the dues payable and shall not include any initiation fee, insurance premium or special levy.

4.07 The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article.

ARTICLE 5 – COPY OF THE COLLECTIVE AGREEMENT

5.01 The Company agrees to supply each employee with a copy of this Agreement.

ARTICLE 6 - NOTIFICATION TO UNION

6.01 The Company agrees to supply on request, to designated National Representative of the CEP, the names of all member of the Union working for the Company.

6.02 The Company agrees to advise the Steward concerned when an employee is hired, transferred, reclassified, demoted, dismissed or promoted to a management position. Such advice shall be given to the Steward at the time the employee is informed or immediately thereafter.

6.03 The Company will provide the Union with a copy of the Seniority List each quarter. This list will include the name of the employee, job title, net credit service, wage schedule and classification.

ARTICLE 7 - EMPLOYEE STEWARDS

7.01 The number of Stewards shall not exceed ten (10). The Union agrees to notify the Company of the name of each Steward and of the Company operating unit in which she acts as a Steward. A Steward shall not act as such during working time until the Company has been notified of her appointment.

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

ARTICLE 8 – TIME ALLOWANCE FOR UNION ACTIVITIES

8.01 Time off to discuss grievance matters

(a) An employee who has raised a complaint with her immediate Manager under Article 15 and has not resolved the matter may confer with a Steward for the purposes of preparing a grievance without a reduction in regular base salary.

The employee must however, first obtain the permission of the employee's immediate Manager before taking time off for these purposes. The Manager shall grant time off within two (2) working days of this request or later as a result of service requirements.

Unless specifically dealt with in Article 8 of this Agreement, all Union matters and issues shall be dealt with outside of the employee's scheduled working hours.

(b) A Steward may meet with management or with an employee who has obtained authorization to be away from work in accordance with paragraph 8.01 (a), without a reduction in the Steward's regular base salary, to discuss grievances. The Steward must however, first obtain the permission of her immediate Manager (subject to service requirements).

8.02 Time off with pay for bargaining purposes

(a) Pre-bargaining

An authorized Bargaining Agents, as referred to in Article 10, may attend pre-bargaining meetings held by the Union to prepare for bargaining with the Company without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of base salary in respect thereof, up to a maximum of three (3) days from her regularly scheduled shifts, provided that the Company is given the names of the authorized Bargaining Agents at least two (2) weeks before the date the time off is to begin.

(b) Bargaining

An authorized Bargaining Agents of the Union may have time off from work during her scheduled working hours for purposes of bargaining without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of base salary in respect thereof, provided that such time is actually devoted to collective bargaining with management.

(c) Post Bargaining

Bargaining Agents may attend post-negotiation meetings during her scheduled working hours without deduction of base salary in respect thereof, up to a maximum of two (2) days, provided that such meetings are held at a time agreed upon by the Company and the Union.

8.03 Time off without pay for other Union purposes

(a) Subject to service requirements, the Company may grant time off without pay up to a maximum of sixty (60) days per years for the entire bargaining unit to let a Steward attend other business of the Union during scheduled working hours provided such business is concerned with the bargaining unit covered by this Agreement.

(b) Requests for time off without pay to attend to other business of the Union must be submitted in writing to the Steward's immediate Manager at least ten (10) working days prior to the date requested.

(c) This time off should not affect the net credit service.

(d) The Company shall pay the Steward, on behalf of the Union, at her base salary for all time off without pay to attend to other business of the Union. Any amount so paid by the Company shall be billed to the Union, which shall remit that amount to the Company within thirty (30) days of receipt of the bill.

ARTICLE 9 – UNION MANAGEMENT MEETINGS

9.01 Meetings between the authorized Stewards of the Union and the designated Representatives of the Company shall be held as required.

9.02 At such meetings, the said Representatives of the Company may be accompanied by not more than five (5) persons of their selection, and the authorized Stewards of the Union may be accompanied by not more than three (3) National Representatives of the CEP.

ARTICLE 10 - BARGAINING PROCEDURE

10.01 All negotiations with a view to the completion of a Collective Agreement or to effecting changes or modifications in this Agreement shall be conducted between the authorized Bargaining Stewards of the Union on the one hand and the designated Bargaining Stewards of the Company on the other hand.

10.02 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 Stewards of the Union and by the designated Bargaining Stewards of the Company, and an agreement so signed shall take effect as and from the effective date specified therein.

ARTICLE 11 - EXPENSES

11.01 Each party shall bear the expenses incurred by its own Stewards in attending meetings or proceedings contemplated by this Agreement, and all joint expenses incurred in respect of such meetings and proceedings shall be borne by the parties in equal shares.

ARTICLE 12 - SENIORITY

12.01 Seniority, for the purposes of this Agreement, shall be determined by the net credited service as shown on the Company's records.

12.02 The Company recognizes its responsibility to an employee who has a long service record, and agrees to give consideration to the length of service of an employee in matters affecting her to the extent that, in its judgement, circumstances shall permit, having due regard to Company operations.

12.03 Probationary period

Newly hired employees shall serve a probationary period of one hundred and twenty (120) days worked within a twelve month period. Upon completion of this period, the employee shall have her seniority dated back to her most recent date of hire. During the probationary period, an employee shall be considered as being employed on a trial basis and may be dismissed by the Company. The Company's decision shall be upheld unless the Union can establish that the decision was made arbitrarily or in bad faith. This shall constitute a "lesser standard" than just cause.

12.04 Seniority, once established, shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

- (a) if the employee resigns;
- (b) if the employee retires;
- (c) if the employee is discharged and 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 Company;

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

(f) if the employee is employed or becomes self-employed during a leave of absence, sick leave or during a period for which she has claimed for short-term or long-term disability benefits unless the employee has received prior written permission from the Company.

ARTICLE 13 - JOB POSTING

13.01 Posting

(a) Where the Company decides to fill a permanent vacancy with a regular employee covered by the Collective Agreement, it shall post this vacancy for a period of seven (7) calendar days.

(b) Where the Company decides to fill a position on a temporary basis for a period of six (6) months or more, it shall post a position as provided for in paragraph (a).

(c) Notwithstanding paragraphs (a) and (b), the Company shall not be required to implement the posting procedure under certain circumstances agreed to between the Union and the Company.

13.02 A copy of all postings shall be provided to the Union. The posting shall indicate, among other things:

- the title and wage schedule;
- the status of the position and its duration if available where the position is temporary;
- the title of the immediate manager;
- a summary of the job;
- the shift;
- the requirements;
- the locality;
- the posting period; and
- the starting date, if necessary.
- the weighting of the selection criteria

13.03 An interested employee shall, during the posting period, submit an application to the Human Resources Department utilizing the method indicated by the Company, ensuring their manager has been notified of the application.

13.04 Job requirements shall be determined by the Company.

13.05 The position shall be granted to the candidate who meets the minimum job requirements and who gets the greater score in the recruitment process. If two (2) or more applicants are equal, seniority shall prevail.

This article will be in effect in March 2009. Until this date, the current selection mode (most senior who meets the minimum requirement of the job) will remain.

13.06 The Company may use tests and exams as selection criteria.

13.07 Should there be no applications submitted by regular status employees or if no applicant meets the minimum job requirements, the Company may fill the position as it sees fit.

13.08 Applicants that are not successful in a job posting may request a meeting with the HR department for a feedback session.

13.09 Restrictions

- (a) Only regular employees who have occupied their permanent position for more than six (6) months may submit an application for a posted vacancy which is a promotion.
- (b) Employees who have occupied their current permanent position for one (1) year may apply for a posted position at the same wage schedule, unless they are on wage schedule one (WS1), in which case they could apply after six (6) months.
- (c) Employees on a temporary assignment may only apply for a posted permanent position which would constitute a promotion from the employee's regular position or status.
- (d) The Company may prevent employees in certain positions from submitting their application as provided in Articles 13.01 and 13.03 for reasons related to the proper running of the operations. The Company shall advise the employee and the Union in advance. This sub-paragraph shall not apply to an employee who submits an application for a permanent position which is a promotion for the employee.
- (e) Employees with a performance review that does not meet the minimum requirement of the company and/or employees on a Performance Improvement Plan at the time of the posting shall only apply for positions that do not constitute a promotion or a lateral move.
- (f) Temporary employees are not eligible to apply for job postings. However a temporary employee may be considered for a job opening under article 13.07, provided they meet the criteria established under articles 13.09 (c), 13.09 (d), 13.05 and 13.12.

13.10 In the case of an involuntary demotion, the posting procedure shall not apply.

13.11 Notwithstanding the above, the Company may give priority to an employee who requests a demotion.

13.12 Probationary period

Where the Company is not satisfied with the chosen applicant's performance, it may return them in their previous position or to an equal position within a period of sixty (60) days worked from the starting date. In certain skilled positions, the period may be extended up to one hundred and twenty (120) days worked. During that same trial period the chosen applicant may request to be returned to her former position.

ARTICLE 14 – DISCIPLINE

14.01 No employee shall receive a written warning, be suspended, demoted or dismissed for disciplinary reasons except for just cause.

14.02 Meeting

- (a) When a meeting is scheduled to issue a disciplinary measure described in Article 14.01, a Steward may attend the meeting at the employee's request.
- (b) The Company agrees to give the Steward as much prior notice as circumstances permit when it issues a dismissal, suspension or reclassification for disciplinary reasons.

14.03 Notwithstanding Article 14.02 (a) and (b), the Company, in its discretion, may deem it necessary to take immediate action to issue a disciplinary measure identified in Article 14.01. In such a case the Company shall as soon as possible advise the Steward of the employee concerned

14.04 All disciplinary measures referred to in article 14.01 shall be removed from an employee's record no later than two (2) years after they have been imposed.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.01 Definitions

- (a) *Complaint* means any dispute or concern relating to working conditions which an employee discusses with her immediate manager under Article 15.04. A complaint does not become a grievance until it is submitted in writing pursuant to Article 15.05.
- (b) *Grievance* means any dispute relating to the interpretation, administration or alleged violation of any provisions of this Agreement, or of matters not covered by this Agreement which relate to working conditions.
- (c) *Grievor* means the employee or groups of employees concerned, the Union or the Company.
- (d) *Group Grievance* means a grievance which is based on the same event and requests the same remedy, and is submitted at the same time by more than one employee.
- (e) *Policy Grievance* means a grievance in which the interests of the Union, as a party to this Agreement, are affected by the Company's interpretation, administration or alleged violation of any provisions of this Agreement.

15.02 Time Limits

- (a) Any grievance not processed by the Union in conformity with the mandatory time limits prescribed in this Article shall be deemed to be resolved and cannot be continued or reopened.
- (b) If the Company fails to respond or if the grievance is not settled within the time limits, the grievance may immediately be processed at the next step.
- (c) Notwithstanding the relevant provisions of the *Labour Relations Act*, the parties agree that the time limits stated in Articles 15 and 16 are mandatory and should not be extended in arbitration. These time limits can only be extended with the written consent of both parties.

15.03 General

- (a) The parties to this Agreement agree that any differences between the Union or the employees it represents and the immediate Manager should be settled as promptly as possible. To this end, nothing in this Article shall be construed as precluding informal discussions between the elected Stewards of the Union and the employee's immediate Manager in an attempt to resolve any differences prior to a grievance being filed in accordance with relevant provisions of this Article.
- (b) 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 date of the event giving rise to the grievance;
 - (iii) the nature of the grievance;
 - (iv) the remedy sought from the Company;
 - (v) identification of the Article(s) allegedly violated, unless the grievance relates to a matter not covered by this Agreement.
- (c) All managers' response should be on letterhead and signed.

(d) Where a grievance is being handled by the Union, the Company shall not endeavour to adjust the grievance with the employee involved without prior notice to the 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 Steward. No such grievance shall be deemed to have been settled without the concurrence of the employee's Steward.

(e) Depending of the type of grievance, grievances should be filed at the following step:

(i) Grievance concerning the interpretation, administration or alleged violation of the Agreement shall be filed by the Union at Step 1 of the grievance procedure.

(ii) Grievance other than one described in 15.03 (e) (i) shall be filed by the Union at Step 2 of the grievance procedure.

(iii) Policy grievances shall be filed by the Union at Step 2 of the grievance procedure.

(iv) Company grievances shall be filed at Step 2 of the grievance procedure. Such grievance shall be filed by the Director of Industrial Relations or his steward. Article 15.05 (b) should be adapted accordingly.

15.04 Informal process

Prior to filing a grievance, an employee shall bring her complaint to the attention of her immediate manager. The Manager or the Manager's Steward will attempt to respond within two (2) working days. However, where the complaint alleges a violation of Article 2.02 by that Manager, the employee may file a grievance under Article 15.05 without first bringing it to the attention of the Manager.

15.05 Formal grievance process

(a) Step 1 – Senior Manager's level

If the complaint is not resolved as a result of Article 15.04, the Union, on the employee's or group of employees' behalf, may submit a grievance in accordance with Article 15.03 to the second level of management having jurisdiction over the grievor (s) within thirty (30) calendar days of the event giving rise to the complaint. The Manager shall respond to the Union in writing within fourteen (14) calendar days of the receipt of the grievance.

In the case of an absent management representative at any level of this procedure, the Company shall designate another management representative responsible for the same level of authority as the absent Manager. However, the appointed management representative shall not be permitted to respond to the same grievance at different steps.

(b) Step 2 – Bargaining committee's level

If the grievance is not resolved at Step 1, the Union, on the employee's or group of employees' behalf, may submit the grievance to the Bargaining Committee Members within thirty (30) calendar days following the Manager's response at Step 1 or the end of the delay of Step 1. The Management shall respond to the Union in writing within fourteen (14) calendar days following the presentation of the grievance to the Bargaining Team.

ARTICLE 16 - ARBITRATION

16.01 Whenever a difference relating to the interpretation, administration or alleged violation of this Agreement still exists between the Union and the Company after exhausting the grievance procedure established by this Agreement, either parties can institute arbitration proceedings within thirty (30) calendar days of the disposition of the matter with the Company in accordance with Article 15.05 (b), but no later, 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, administration or alleged violation of this Agreement.

16.02 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 thirty (30) calendar days of the service of written notice to arbitrate by either party upon the other. If the parties fail to agree upon the appointment of an arbitrator, application may be made by either party, on written notice to the other, to the Minister of Labour for Ontario to appoint as arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements.

16.03 The arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions thereof, and in reaching her decision, she shall be bound by the terms and provisions of this Agreement.

16.04 The parties shall each bear one-half of the fees and expenses of the arbitrator and of any clerk or stenographer whom she may require and, except as aforesaid, each party shall bear all expenses incurred by it, whether of witnesses, attendance of witnesses and stewards, exhibits or otherwise.

16.05 The decision of the arbitrator shall be final and binding on the parties, but such decision shall not have retroactive effect prior to the date of the occurrence on which the grievance is based.

ARTICLE 17 - WORKFORCE ADJUSTMENT

17.01 Notice

(a) The Company will notify the Union at least fourteen (14) calendar days of any plans which may result in workforce reduction. The notice shall include:

- the number of positions or employees affected;
- the department and location impacted; and
- the effective date of the workforce reduction.

(b) Following the notification mentioned in Article 17.01 (a), an equally represented committee will be formed comprised of a maximum of three (3) employees representing the Union and three (3) representing of the Company. The mandate of the committee is to review the issues surrounding the workforce reduction and formulate recommendations. Those recommendations must be delivered to the Company within of the notice referred to in Article 17.01 (a).

(c) The time limits set out in this article are mandatory and can only be extended with the written consent of the Company.

17.02 In the event that the Company has to proceed with a workforce reduction, it shall reduce first by abolishing the position held by a temporary employee, then that is held by an employee on probation and finally by the permanent employee with the least seniority in the function.

17.03 The Employer may offer the severance package of article 17.07 to any employee in the same function that the position being abolished, who indicates a desire to leave. If two (2) employees and more indicate their desire to leave, seniority shall prevail.

17.04 The permanent employees whose position has been abolished will have four options: fill an available vacant position, exercise their bumping rights, been placed on a recall list or receive a severance package. A Surplus Committee comprised of two (2) stewards the Union and of two (2) representatives of the Company will be formed to evaluate the qualifications of the permanent employee whose position has been declared surplus and to present them with their options.

17.05 Option 1 - Vacant position

(a) The Surplus Committee will evaluate all vacant position opened at the time of the workforce adjustment. The Committee will present to the regular employee whose position has been declared surplus the position if the employee is the best qualified candidate for the position in application with article 13.

(b) Within a probationary period of sixty (60) days worked or for certain skilled positions for one hundred and twenty (120) days worked the Employer shall provide the necessary training and support for the employee to be capable of keeping the said position. If the employee is unable to adequately meet the requirements of the position during the probationary period, employment shall end and the employee shall receive the severance compensation stipulated in Article 17.08.

17.06 Option 2 - Bumping rights

(a) The Surplus Committee will evaluate the possible bumping position across the Union membership by wage schedule and reverse order of seniority and will present to the regular employee whose position has been declared surplus the position that best fits his qualifications provided she is the best qualified candidate for the position.

(b) Within a probationary period of sixty (60) days worked or for certain skilled positions for one hundred and twenty (120) days worked the Employer shall provide the necessary training and support for the employee to be capable of keeping the said position. If the employee is unable to adequately meet the requirements of the position during the probationary period, employment shall end and the employee shall receive the severance compensation stipulated in Article 17.08.

(c) An employee bumped pursuant to this Article may bump another employee with less seniority than him, under the terms described above.

17.07 Option 3 – Recall list

a) An employee on a recall list is responsible for keeping the company advised of current address and telephone number.

b) Recall period shall be restricted to one (1) year. Seniority shall continue to accumulate during the recall list period.

c) Recall shall be by seniority. However, it is understood that the most senior employee who was previously in the classification will be given first consideration for the vacancy in that classification.

d) Employees on the recall list will be solicited by personal telephone call to participate to posting as per article 13 and will be considered as active employee for the application of the article. Employees must respond with their acceptance to participate to such posting within two (2) working days of the date of the call and, if she is the best qualified candidates for the position, must be available to report to work within ten (10) working days after acceptance of the position, except in the case of maternity/parental leave or illness. An employee who does not respond in the above mentioned timeline, except in the case of extenuating circumstances, or who rejects any reasonable recall offer will be deemed to be terminated and will not be eligible for the severance pay.

e) At any time during the one (1) year recall time, an employee may request the severance pay in which case they will be deemed to have renounced their right to recall.

17.08 Option 4 - Severance package

(a) A regular employee who elects to resign instead of choosing one of the two previous options or who is work completed as a result of this procedure shall receive a severance payment equal to three (3) weeks salary for each completed year of service to a maximum of eighty-four (84) weeks.

(b) The payment set out above shall be lump sum payments, at the regular employee's basic rate of pay and shall have the normal statutory deductions.

(c) The payment shall include all amounts owed to the regular employee for severance pay under the *Employment Standards Act*.

(d) Working notice of termination or pay in lieu thereof shall be dealt with in accordance with the *Employment Standards Act*.

(e) If a regular employee with more than five (5) years of net credited service is work completed as a result of these guidelines, the Company will provide outplacement guidance in accordance with the Company's standards which will include résumé preparation and interview techniques if required. In order to obtain this guidance an eligible regular employee must contact the Human Resources Department.

17.09 Within two (2) working days of the reception of her options, the employee shall notify the Employer in writing of her choice pursuant to the workforce adjustment procedure set out above. If the employee fails to notify the Employer within the required time limit, he shall receive the severance compensation stipulated in Article 17.08.

17.10 If the surplus or displaced regular employee is unable to meet minimum job requirements of any job identified in the procedure set out above, then they shall be severed and receive the compensation stipulated in Article 17.08.

17.11 An employee who gets a vacant position in a lower position or who bumps in a lower position shall retain their salary for one (1) year and become off-scale if their salary rate exceeds the maximum level of the scale for their new function. The employee shall be integrated at the maximum level of his new function after one (1) year.

ARTICLE 18 - TECHNOLOGICAL CHANGE

18.01 The parties agree that they will continue the system of consultation to assist employees affected by any technological change.

ARTICLE 19 – RATES OF PAY

19.01 Job evaluation

(a) The parties agree that clerical job evaluation affords an acceptable method for establishing the relative values for clerical jobs.

(b) Clerical jobs shall be graded by the Clerical Job Evaluation Committee in accordance with the Company's job evaluation system. The committee shall be made up of one (1) steward of the Union and one (1) representative of the Company.

(c) The Company agrees to grant a period of leave with pay to the employee appointed to this joint committee by the CEP to discuss and evaluate the clerical jobs.

(d) If the job description is changed, a Job Evaluation can be requested by the employee, the Company or the union.

(e) The Company shall advise the Union of the grading of clerical jobs occupied by employees covered by this Agreement.

19.02 Wage treatment

(a) Where a position is downgraded as a result of the job evaluation system, the employee affected will have her wages frozen. The wages will not increase until the maximum rate for her new wage schedule exceeds her wage rate. At that point an employee will return to the wage schedule and may only receive increases to the maximum for her wage schedule. While an employee's wages are frozen, the Company may assign her to a vacant position equal to her frozen wage schedule without issuing a job posting.

(b) Where a position is upgraded as a result of the job evaluation system, the employee affected will have her wages increased immediately.

19.03 The basic rates of pay, for the wage schedules into which clerical jobs are classified by the method of job evaluation, are set as follow:

Wage Schedules (First pay of 2011)

	WS1	WS2	WS3	WS4	WS5	WS6	WS7
Step 1	13.12 \$	13.30 \$	13.70 \$	14.24 \$	15.20 \$	16.97 \$	18.15 \$
Step 2	14.47 \$	15.17 \$	16.05 \$	16.88 \$	17.87 \$	19.48 \$	20.82 \$
Step 3	15.82 \$	17.05 \$	18.41 \$	19.54 \$	20.54 \$	21.98 \$	23.49 \$
Step 4	17.17 \$	18.92 \$	20.76 \$	22.18 \$	23.22 \$	24.49 \$	26.15 \$
Step 5	18.52 \$	20.79 \$	23.11 \$	24.83 \$	25.88 \$	27.00 \$	28.81 \$
Step 6	19.87 \$	22.66 \$	25.48 \$	27.48 \$	28.55 \$	29.51 \$	31.48 \$

Note: Annual increase of: 1.5%

Note: Senior positions in WS7 will receive a premium of 1.91\$ per hour.

Wage Schedules (First pay of 2012)

	WS1	WS2	WS3	WS4	WS5	WS6	WS7
Step 1	13.38 \$	13.57 \$	13.97 \$	14.52 \$	15.51 \$	17.31 \$	18.51 \$
Step 2	14.76 \$	15.47 \$	16.37 \$	17.22 \$	18.23 \$	19.87 \$	21.24 \$
Step 3	16.14 \$	17.39 \$	18.78 \$	19.93 \$	20.95 \$	22.42 \$	23.96 \$
Step 4	17.52 \$	19.30 \$	21.18 \$	22.62 \$	23.68 \$	24.98 \$	26.68 \$
Step 5	18.89 \$	21.20 \$	23.58 \$	25.32 \$	26.40 \$	27.54 \$	29.39 \$
Step 6	20.27 \$	23.12 \$	25.99 \$	28.03 \$	29.12 \$	30.10 \$	32.11 \$

Note: Annual increase of: 2.0%

Note: Senior positions in WS7 will receive a premium of 1.91\$ per hour.

Wage Schedules (First pay of 2013)

	WS1	WS2	WS3	WS4	WS5	WS6	WS7
Step 1	13.65 \$	13.84 \$	14.25 \$	14.81 \$	15.82 \$	17.66 \$	18.89 \$
Step 2	15.06 \$	15.78 \$	16.70 \$	17.56 \$	18.59 \$	20.27 \$	21.66 \$
Step 3	16.46 \$	17.74 \$	19.15 \$	20.33 \$	21.37 \$	22.87 \$	24.43 \$
Step 4	17.87 \$	19.68 \$	21.60 \$	23.08 \$	24.15 \$	25.48 \$	27.21 \$
Step 5	19.27 \$	21.62 \$	24.05 \$	25.83 \$	26.93 \$	28.09 \$	29.97 \$
Step 6	20.68 \$	23.58 \$	26.51 \$	28.59 \$	29.70 \$	30.70 \$	32.75 \$

Note: Annual increase of: 2.0%

Note: Senior positions in WS7 will receive a premium of 1.91\$ per hour.

19.04 Performance bonus

(a) Based on the outcome of the employee annual performance review and the achievement of the Employer corporate objective, a performance bonus shall be payable as a lump sum payment, to the

employee following the Employer performance appraisal process retroactively to January 1 of each year as per the following grid:

Employee Performance	Bonus
2.50 to 3.00	3.00%
2.30 to 2.49	2.50%
2.00 to 2.29	2.00%
1.70 to 1.99	1.50%
1.00 to 1.69	1.00%

- (b) The performance bonus will be based on:
 - (i) For the regular full-time employee: % of the employee's base salary worked..
 - (ii) For the regular part-time employee: % of the employee's hours worked at the average base salary of the last twelve (12) months.
- (d) Employees will have to have effectively worked for a minimum of six (6) months in the past performance year to be eligible for the performance bonus and be employed at the time of the payout.
- (e) Vacation and maternity leave are considered time worked for the purposes of this article.
- (f) Performance reviews will have to be completed before the end of the first quarter.
- (g) Bonus will be paid only if the corporation meets its objectives.
- (h) Bonus payout will be paid on a separate deposit.

ARTICLE 20 - WAGE ADMINISTRATION

Wage Increases

20.01 The time interval from one step to the next on the wage schedules shall be twelve (12) months. The duration of a maternity or paternity leave should be considered as credit towards the next progression increase.

20.02 The time interval shall begin, for an employee who is employed or re-employed:

- (a) between the first (1st) and fifteenth (15th) day of a month inclusive, on the first day of that month;
- (b) on or after the sixteenth (16th) day of a month, on the first (1st) day of the following month.

20.03 Wage increases shall be granted on the basis of satisfactory performance as determined by the Company, and may be granted at intervals specified in article 19.03, or may be deferred for a period determined by the Company. When an increase is deferred, the employee concerned shall be informed of the reasons for such action. Increases and decreases in the basic rates of pay shall not be made effective while an employee is absent due to leave, accident or sickness.

20.04 The effective day for an increase shall be the first (1st) day of the bi-weekly period closest to the first (1st) day of the month.

20.05 Promotional Pay Treatment

Where an employee is promoted, the rate of pay on promotion shall be the rate on the schedule of the new job which corresponds with the employee's wage schedule step. The months accumulated since the last scheduled increase prior to promotion shall be credited to the employee on the schedule of the new job, provided that such credit shall be limited to twelve (12) months.

20.06 Temporary Work Assignments

(a) Where an employee is temporarily assigned to a job in a higher wage schedule for one (1) week or more, pay treatment for the period of such temporary assignment shall be in accordance with the provisions of Article 20.05 above.

(b) If the temporary assignment referred to in (a) above is for one (1) day or more, but less than one (1) week, the pay treatment stipulated in Article 20.05 shall be prorated to the number of days the employee is temporarily assigned to the higher wage schedule.

20.07 Higher Rates of Pay

Under certain conditions, of which the Union shall be notified, higher rates than those called for by the schedules filed with this Agreement may be paid by the Company to individual employees, when in the Clerical Job Evaluation Committee's judgement such rates are appropriate.

20.08 Pay Day

An employee shall be paid every alternate Friday an amount including her basic rate of pay, pay for overtime work and other additions in pay for the two-week period ending the Saturday previous to the pay day. Pay shall be adjusted for unpaid absences which occurred during such two-week period.

ARTICLE 21 - PREMIUM PAY

21.01 Premium for Work in Off-Shift Period

(a) Where an employee is required to work an off-shift, she shall be paid a premium of fifty cents (\$0.50) for each hour, or part thereof, which falls within the off-shift period.

(b) A premium shall not be paid for:

(i) the period for which an employee is being paid on an overtime basis;

(ii) paid absence from duty.

21.02 In-Charge Premium

An employee who is assigned, at any time, to be in charge of other employees during the absence of management, for less than one week, shall be paid an in-charge premium of four dollars (\$4.00) where the employee is so assigned for a minimum of three (3) but not more than five (5) hours in a day, and eight dollars (\$8.00) where the employee is so assigned for more than five (5) hours in a day.

21.03 Demonstration Premium

An employee in an occupation other than a Senior Clerk, in any other senior occupation or in an occupation which may be established during the term of this Agreement, who is assigned to show or demonstrate a work method or procedure, shall be entitled to receive a demonstration premium of one dollar (\$1.00) per hour, or part thereof, during which the employee is so assigned and performs such assignment. The minimum period of each such assignment shall be one (1) hour.

21.04 Premium Pay for Change in Shift

If a regular full-time employee is given less than four (4) calendar days of notice of a change in her shift she shall, except as otherwise provided in Article 21.05, be paid one half (1/2) time extra for the time worked outside the shift previously scheduled for the day, but only for the number of days by which the notice given is short of the four (4) calendar day notice requirement.

21.05 Where the change in shift is made in accordance with Article 21.04, no premium shall apply for the change in shift.

21.06 Where an employee's scheduled work week requires her to work on December 24 or December 31, she shall be paid at a rate of two times her basic rate of pay for hours worked between 6:00 p.m. and midnight on those days.

ARTICLE 22 - HOURS OF WORK

22.01 Compressed work week

(a) The employer shall offer a compressed work week which will generally be in effect for its employees.

(b) The compressed work week provisions apply only to regular full-time employees.

(c) The basic hours of work per day shall be eight point twenty-five (8.25) hours. The average basic hours of work for a two (2) week pay period shall be seventy-four point twenty-five (74.25) hours on the basis of nine (9) days in a two (2) week period. The employee's basic wages shall be calculated on this basis, regardless of the basic hours scheduled in the two (2) week pay period.

(d) A half shift for an employee on a compressed work week schedule will be defined as four (4) hours.

(e) It is understood between the parties that the compressed work week can be withdrawn upon operational requirements or employee's request. In that case, the provision of the normal work week article will apply. The Employer will provide a ten (10) calendar days notice before withdrawing an employee's compressed work week.

22.02 Normal work week

(a) The basic hours of work per day shall be seven point five (7.5) hours per day.

(b) The basic hours of work per week for a regular full-time employee shall be thirty-seven point five (37.5) hours on the basis of a five (5) day week.

22.03 The hours of work for employees who are scheduled to work less than the basic hours shall be determined by the Company.

22.04 The starting and ending time for all shifts shall be determined by the Company.

22.05 An employee shall be assigned to her shifts by the Company to meet service requirements, due consideration being given to the seniority of the employee in the group.

22.06 The meal period for an employee shall not exceed one (1) hour.

22.07 A twenty (20) minute meal period shall be counted as time worked when an employee is required to work:

(a) all or a portion of her regularly scheduled shift in an off-shift period, or

(b) in the day period on Sunday, if Sunday is included in her scheduled work week.

22.08 Participation in a voluntary reduction in work hours

(a) Under a Voluntary Program of Reduced Hours, an employee classified as Regular Full-time may, subject to the conditions expressed in this Agreement and to the conditions set forth in any applicable Company practice, elect to be reclassified as a Regular Part-time employee for a period of time agreed to by the employee and her manager, with a guarantee of reclassification to her Regular Full-time classification following the expiration of the agreed period. The period of time may range from one month to a maximum of one year.

(b) An eligible employee who elects to be voluntarily reclassified shall reach an understanding with her immediate manager regarding the duration, location, work assignment and conditions applicable to such reclassification to a Part-time position. The terms and conditions of this understanding such shall be confirmed to the employee in writing and a copy provided to the Steward of the Union and the Human Resources Department.

(c) An employee's participation in a Voluntary Program of Reduced Hours shall be for no less than one (1) month, however where the employee has been declared surplus, her participation in the Program shall end coincident with the notification of surplus.

(d) Other than mentioned above, opting in or out of a Program shall only be by mutual consent of the employee and their manager. If the number of employees seeking a voluntary reduction of hours exceeds the needs of the Company, the selection of employees permitted the option will be at the discretion of the Company.

(e) An employee who is reclassified as a result of a Voluntary Program of Reduced Hours will be paid as a Regular Part-time employee and will be subject to the working conditions normally provided to the Regular Part-time employees, with the exception of those conditions that were covered in the written confirmation to the employee.

ARTICLE 23 - OVERTIME

23.01 For a regular full-time employee, overtime means the time worked:

(a) in addition the basic hours of work on any day,

or

(b) on a day outside her scheduled work week.

23.02 For a regular full-time employee, payment for overtime work shall be made:

(a) at the employee's hourly rate multiplied by one and one-half (1 ½) times the hours worked;

(b) for overtime worked in excess of three (3) hours in one (1) week, at the employee's hourly rate multiplied by two (2) times the hours worked.

23.03 Time off with pay instead of payment for overtime

(a) Notwithstanding Article 23.02, the Manager of a work unit may, at her sole discretion, decide to offer an employee the option to take time off with pay instead of receiving payment for the overtime. Should the employee accept, she will be given one and one-half (1 ½) hours of paid time off for each hour of overtime worked.

The employee may also request to take time off with pay instead of receiving payment for the overtime. Should the Manager agree, the employee will be given one and one-half (1 ½) hours of paid time off for each hour of overtime worked.

(b) The time off granted in lieu of overtime under sub-article 23.03 (a) shall not exceed five (5) days in a calendar year. Employees may not have more than two (2) days banked at any time. Time off under sub-article 23.03 (a) must be taken at a time agreed to by the employee and the Manager in accordance with the service requirements of the work unit.

23.04 Where a regular part-time employee is required to work more than her scheduled hours on any day, she shall be paid on a straight-time basis until she has worked seven point five (7.5) hours and on a time and one-half (1½) basis for the time worked in excess of seven point five (7.5) hours.

23.05 Where a regular part-time employee is required to work more than her scheduled shifts in a given week, she shall be paid on a straight time basis until she has worked a total of thirty-seven point five (37.5) hours, on a time and one-half (1½) basis for the first three (3) hours of overtime and two (2) time basis after three (3) hours of overtime.

23.06 Entitlement of overtime

(a) Where a regular employee is required to work overtime which immediately precedes or continues after her shift, she shall be paid for the total additional minutes worked in excess of nine (9) minutes, in accordance with Article 23.02 above.

(b) If a regular employee has not been given two (2) hours of notice to work one (1) or more hours of continuous overtime (as referred to in article 23.07(a)), she shall receive one (1) additional hour of pay at straight time.

23.07 Where an employee is required to work two (2) or more consecutive hours of overtime, she shall, during those working hours, be granted a paid fifteen (15) minute relief period.

23.08 A meal period shall not be included in the calculation of overtime but shall not break the continuity of such overtime.

23.09 Others

(a) Where a regular employee is required to work overtime which does not either immediately precede or continue after her shift (non-continuous), she shall be paid for the total additional minutes worked on an overtime basis.

(b) If a regular employee has not been given forty-eight (48) hours of notice of such non-continuous overtime work, she shall receive one (1) additional hour of pay.

(c) If the amount to which a regular employee would be entitled under sub-articles 23.09 (a) and (b) is less than three point seventy-five (3.75) hours of pay, she shall receive a payment of three point seventy-five (3.75) hours of pay.

ARTICLE 24 - HOLIDAYS

24.01 The following shall be recognized as Company holidays:

- January 1
- January 2
- Family Day
- Good Friday
- Easter Monday

- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- December 25
- December 26

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

24.03 Where a Company holiday falls within Monday to Friday inclusive, it shall be included in the weekly schedule for all regular full-time employees for that week.

24.04 Where a Company holiday falls on a Saturday or on a day designated as a Company holiday, the Company will designate another day as the holiday.

24.05 Pay for Work on a Holiday

Only full-time and part-time employees on the active payroll of the Company and not on leave of absence or layoff shall be entitled to holiday pay as calculated in accordance with this Article. In addition, only part-time employees who are scheduled to work on a Company holiday shall be entitled to holiday pay in accordance with this Article.

24.06 Where a regular part-time employee is required to work on a Company holiday which is included in her scheduled work week, she shall be paid as follows:

- (a) five percent (5%) of her earnings, excluding overtime and premium payments, for the two pay periods immediately preceding the holiday and, in addition,
- (b) time and one-half (1½) for the time worked between midnight of the day preceding and midnight of the holiday.

24.07 Work done during an holiday

(a) If a regular full-time employee is required to work on a Company holiday which is included in her scheduled work week, she:

- (i) shall be paid her basic rate of pay for that day,

or

(ii) may be granted a holiday with pay at a time convenient to her and the Company, provided she works her basic hours for the day.

(b) In addition, she shall be paid time and one-half (1/2) for the time worked between midnight of the day preceding and midnight of the holiday.

24.08 If a regular full-time employee has not been given forty-eight (48) hours' notice of a requirement to work on a holiday, she shall be paid double time for all time worked up to the basic hours for that day, plus one (1) additional hour's pay at straight time.

24.09 Where a regular employee is required to work on a Saturday holiday as a day outside her scheduled work week, she shall be paid on an overtime basis for the time worked and shall be granted another day off with pay as provided in Article 24.04.

24.10 Pay for Holiday not worked

Where an regular employee is not required to work on a Company holiday which is included in her scheduled work week, she shall be granted the day off with pay, at her basic rate of pay for that day or, if a part-time employee, at the rate of five percent (5%) of her earnings, excluding overtime and premium payments, for the two pay periods immediately preceding the holiday.

ARTICLE 25 - ANNUAL VACATION

25.01 A regular employee shall be entitled to vacation with pay in accordance with the following provisions of this Article.

25.02 Vacation entitlement

(a) A regular full-time employee, in her first year of employment or re-employment, shall be entitled to one (1) day of vacation with pay for each month of service completed in that calendar year, up to a limit of ten (10) days of vacation with pay.

(b) A regular part-time employee shall be entitled to the vacation outlined in (a) above, but on a pro rata proportion of the basic days per week normally worked.

(c) For the purposes of this paragraph:

(i) for a regular employee, employed or re-employed on or before the fifteenth day of the month, service shall be counted from the first day of that month;

(ii) for a regular employee, employed or re-employed on or after the sixteenth day of the month, service shall be counted from the first day of the month following.

25.03 A regular employee, in the years subsequent to her first year of employment or re-employment, shall first become entitled to a vacation with pay in accordance with the table below, in the year in which she 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:

Years of Net Credited Service	Vacation (in weeks)
1	3
10	4
18	5
25	6

25.04 Vacation entitlement is for a full calendar year. The vacation for a particular year must be taken between January 1 of that year to April 30 of the following year. It is understood that vacation entitlement is determined in accordance with net credited service in the year for which the vacation is given.

25.05 Notwithstanding the provisions of Article 25.03, a regular employee shall only be entitled to:

(a) her full vacation if she completes six (6) months of service during such year,

or

(b) one week's vacation if she completes less than six (6) months of service during such year.

25.06 Where a Company holiday falls on a day of the annual vacation, an employee shall be entitled to an additional day off with pay at a time convenient to the employee and the Company.

25.07 Establishment of a Vacation schedule

(a) Vacation schedules shall be completed each year by the Company, with due consideration given to seniority, before January 31st of each year provided however that such schedules shall be arranged as to cause, in the judgement of the Company, the least possible interference with efficient performance of the work. In general, vacation shall commence at the beginning of the calendar week unless the demands of the work make this impossible. Employees are entitled to take up to five (5) days of their vacation entitlement as single or half days.

(b) An employee who has eighteen (18) or more years of service may take up to five additional days of their vacation entitlement as single days.

(c) An employee who is transferred or re-assigned, on a voluntary basis, to another department or work unit must reschedule her vacation, in the year of her transfer or re-assignment, if it interferes with a vacation already scheduled by another employee in that department or work unit.

(d) Employees who have twenty-five (25) or more years of service may bank one week of their vacation period each year. This banked time must be taken immediately prior to the employee's retirement.

25.08 An employee shall not have the right to carry forward all or part of her vacation from one vacation period to another.

25.09 Where an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the vacation, the Company may re-schedule the vacation at a later date in the calendar year for which the vacation is given or by April 30 of the following year

25.10 An employee shall be paid during vacation at her basic rate of pay determined in accordance with Company practice, but vacation pay for an employee, each year, shall not be less than two percent (2%) of her basic pay in the calendar year for which the vacation is given for each week of vacation;

in addition,

(a) if an employee has less than six (6) years net credited service, she shall also receive four percent (4%) on any difference between her total earnings in the calendar year for which the vacation is given and her basic pay for the calendar year,

or

(b) if an employee has six (6) or more years net credited service, she shall also receive six percent (6%) on any difference between her total earnings in the calendar year for which the vacation is given and her basic pay for the calendar year.

25.11 Pay in Lieu of Vacation

(a) An employee shall be entitled to pay in lieu of vacation in accordance with the following paragraphs.

(b) Where an employee resigns, is laid off, is dismissed or has completed her work, she shall be granted pay in lieu of vacation for the current calendar year, calculated in the manner provided in Paragraphs 25.11 (c) to 25.11 (f) inclusive.

(c) An employee with less than one year's net credited service shall be granted four percent (4%) of the wages earned during 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.

(d) An employee with one or more years of net credited service who works six (6) or more months in the year of separation shall be granted the greater of:

(i) three (3) weeks' pay if her service is less than ten (10) years; four (4) weeks' pay if her service is Ten (10) or more years, but less than eighteen (18) years; five (5) weeks' pay if her service is eighteen (18) or more years, but less than twenty-five (25) years; six (6) weeks' pay if her service is twenty-five (25) or more years, all at her basic rate, (or, for a part-time employee, at her pro-rata proportion of the basic rate),

or

(ii) four percent (4%) of her earnings for the current calendar year if she has less than six (6) years of service, or six percent (6%) if she has six (6) or more years of service.

(e) An employee with one or more years of net credited service who works less than 6 months in the year of separation shall be granted the greater of:

(i) one week's pay at her basic rate (or, for a part-time employee, at her pro-rata proportion of the basic rate),

or

(ii) four percent (4%) of her earnings for the current calendar year.

(f) The amount of pay in lieu of vacation to be granted in accordance with the provisions of Paragraphs 25.11 (d) and 25.11 (e) 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 she left the Company's service.

ARTICLE 26 - SICKNESS ABSENCE

26.01 A regular employee who has successfully completed her probationary period and who is absent due to sickness and who complies with the Company's Policy shall be paid for continuous absence prior to the eighth full calendar day of such absence, as follows:

(a) A regular employee with less than two (2) years of service shall be paid for that part of the absence in excess of four (4) consecutive half shifts.

(b) A regular employee with two (2) but less than four (4) years of service shall be paid for that part of the absence in excess of two (2) consecutive half shifts.

(c) In the determination of pay treatment in (a) and (b) above, a return to work not exceeding two (2) half shifts shall not be considered to have interrupted the continuity of the absence, nor the consecutiveness of the half shifts of absence. However, for purposes of determining the eighth full calendar day of absence, any return to work shall interrupt the continuity of an absence.

(d) A regular employee with four (4) or more years of service shall be paid for the full absence.

(e) A regular employee is not entitled to any pay or other benefit provided under this Article for any day in which she is in receipt of, or entitled to, any pay or other benefit under any other provision of this Agreement.

ARTICLE 27 - LEAVE OF ABSENCE

27.01 Bereavement leave

(a) A regular employee shall be granted, in the event of the death of her spouse, her son or daughter, bereavement leave with pay of up to five (5) days from her scheduled shifts that occur during the five (5) days immediately following the day of the death.

(b) A regular employee shall be granted, in the event of the death of her father or mother, brother or sister, mother-in-law or father-in-law, or any other relative residing in the same permanent residence as does the employee, bereavement leave with pay of up to three (3) days from her scheduled shifts that occur during the five (5) days immediately following the day of the death.

(c) The Company may extend the period of bereavement leave with pay provided in Articles 27.01 (a) and 27.01 (b) above to a maximum of five (5) days with pay from the scheduled shifts that occur during the seven (7) days immediately following the day of the death when it is necessary for the employee to leave the city in which she is employed.

(d) A regular employee shall be granted, in the event of the death of her grandparent or grandchild, bereavement leave with pay of up to three (3) days from her scheduled shifts that occur during the five (5) days immediately following the day of death.

27.02 Adoption leave

A regular employee who has successfully completed the probationary period shall be granted child care or adoption leave without pay under the conditions of eligibility set forth in the applicable Company Policy currently in effect, or as amended from time to time following consultation with the Union.

27.03 Maternity leave

In addition, a regular employee who has successfully completed the probationary period and who meets the conditions of eligibility set forth in the applicable Company Policy shall receive a Supplemental Pregnancy Allowance in accordance with the same Policy.

27.04 Leave without pay

The Employer may grant leave of absence without pay or benefits for personal reasons, subject to the demands of service, in its discretion.

ARTICLE 28 - HEALTH & SAFETY

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

28.02 The Company accepts the responsibility of ensuring adequate and reasonable provisions for the health and safety of employees during their working hours. The Company will welcome suggestions by the Union regarding the health and safety of employees.

28.03 It is the employee's responsibility, subject to the Company regulations and practices to take all reasonable and necessary measures to ensure her safety; no employee is required to work in dangerous conditions or to use dangerous equipment.

28.04 The Health and Safety Committee is composed of employees and managers of the Company and shall make decisions locally or corporately respecting provincial legislation.

28.05 The Union and the Company agree that that a member other than one from the Health and Safety Committee shall be trained or certified to ensure proper ergonomic set-up of workstations.

28.06 Upon presentation of a medical certification demonstrating that the employee is suffering from a situation related to health and safety, the parties agree that special measures of accommodation to correct the situation may be implemented.

ARTICLE 29 - TRAVEL TIME AND EXPENSES

29.01 Traveling time

(a) Where an employee is required to travel on Company instructions outside her normal headquarters, the time spent travelling from her home to that location outside her shift shall be considered as travel time, except that, when sleeping accommodation is provided en route, the period of time between 10 P.M. of one day and 7 A.M. of the following day shall not be considered as travel time.

(b) Travel time shall include unavoidable stopover time between connections and shall be paid on a straight time basis.

(c) Where an employee is required to travel on Company instructions to a work location more than fifteen (15) kilometres from her normal work location but inside her normal headquarters, the portion of time spent travelling outside her shift which exceeds by fifteen (15) minutes or more, per one way trip, the time normally spent travelling to her normal work location shall be considered as travel time within the meaning of this Article.

29.02 Transportation

(a) The Company shall pay the necessary transportation expenses incurred on the job.

(b) Where an employee is required to work outside her headquarters, the Company shall pay approved transportation expenses to and from the locality in which she is required to work.

(c) Where an employee is required to work outside her headquarters, the Company shall pay approved transportation expenses once every week to and from her headquarters, provided her absence will not interfere with the job. Time spent travelling on such trips shall not be considered as travel time.

29.03 Board and Lodging

(a) The Company shall pay the necessary board and lodging expenses of an employee during the period she is required to work outside her headquarters.

(b) An employee who takes sick or meets with an accident while receiving board and lodging from the Company may be returned to her headquarters at the expense of the Company.

ARTICLE 30 - TRAINING AND DEVELOPMENT

30.01 The Company recognizes that a highly skilled workforce will create a sustained competitive advantage. In order to foster a work environment that promotes personal development and continuous competency development, the Company will support initiatives, processes and tools that will help employees enhance their employability.

30.02 The Company will ensure that competency profiles exist for employees and that each employee has the opportunity to prepare a development plan with their manager on an annual basis, as per the Company performance management process. In the personal development planning process, the Manager and employee will ensure that the training and skills acquired by the employee as well as her contribution to these activities are appropriately noted.

30.03 It is the responsibility of the employee to identify and pursue appropriate developmental opportunities.

30.04 In addition, the Company will provide one and one half (1½) days of career development training in each calendar year for all regular employees who have completed their probationary period. Employees will be permitted to "bank" a maximum of one half (1/2) day in one calendar year to carry over to the next; thereby giving the ability to use two full days for training in that year. The training will be scheduled and arranged by the employee in conjunction with her manager as part of the development plan process.

30.05 Regular employees who participate in the Career Development training will be paid at their base salary for the training day.

ARTICLE 31 - BENEFIT PLAN CHANGES

31.01 Before modifying the benefits plan of the Company, the Company shall meet with the Union in order to communicate the modifications to the plan. The Union shall submit their suggestions and recommendations within thirty (30) calendar days following the above mentioned meeting.

ARTICLE 32 - DURATION

32.01 This Agreement shall be effective from the first day of October 2010 and shall remain in force up to and including the 30th day of September 2013.

32.02 This Agreement, unless terminated at the expiry of the said term by written notice given by either party to the other at least sixty (60) days prior to the expiry of the said term, shall continue in full force and effect thereafter until terminated at anytime by at least sixty (60) days prior written notice given by either party to the other.

32.03 Notice to terminate under this Article shall be effectively given if addressed by the Company to the Communications, Energy and Paperworkers Union of Canada, 5915 Airport Road, Suite 510, Mississauga, ON, L4V 1T1 or by the Union to the Director of Human Resources of the Company at 16 Place du Commerce, Ile des Soeurs, Verdun (Quebec) H3E 2A5, in either case, if received at least sixty (60) days prior to the termination date specified herein.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized stewards in the City of Toronto, this 15th day of October, 2010.

YELLOW PAGES GROUP Co

**Communications, Energy and Pperworkers
Union of Canada**

<hr/> <p>Yan Bélanger Director of Operations</p>	<hr/> <p>Kevin Kinsella Human Resources Business Partner</p>	<hr/> <p>John O'Dell National Representative</p>	<hr/> <p>Lesley O'Leary Bargaining Agent, CEP</p>
<hr/> <p>Helen Pearce Senior Manager, Operations</p>	<hr/> <p>Dominic Proulx Senior Manager, Labour Relations and HR Project</p>	<hr/> <p>Dave Boswell President CEP Local 6006</p>	<hr/> <p>Lila Valesky Bargaining Agent, CEP</p>
	<hr/> <p>Anne-Marie Doss Senior Consultant, Labour Relations and HR Projects</p>		