

# **Collective Agreement**

**Between**

**YELLOW PAGES DIGITAL & MEDIA SOLUTIONS LIMITED**



(Hereinafter referred to as the Employer)

**And**

**Unifor, Local 7**



**July 1<sup>st</sup>, 2022 to June 30<sup>th</sup>, 2026**

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## **ARTICLE 1 – RECOGNITION AND SCOPE**

1.01 Yellow Pages Digital & Media Solutions Limited recognizes the Union as the sole and exclusive Collective Bargaining Agent for all employees of Yellow Pages Digital & Media Solutions Limited who are employed in its operations, in the Province of Manitoba. Employees who are excepted from this Agreement are:

- (a) Those covered by Certificate No. MLB-4066.
- (b) Those excluded by the Manitoba Labour Relations Act (the “Act”).

Any new classifications created during the term of this Agreement which fall within the scope of said Agreement shall be added to the Appendix attached to and forming part of the Agreement.

- 1.02 The words “employee” or “employees” where herein used shall mean any person or persons covered by this Agreement.
- 1.03 The Employer shall treat all employees covered by this Agreement in a just and reasonable manner, consistent with the terms of this Agreement.
- 1.04 The Union recognizes the Employer’s right to refuse to discuss those matters which may be considered Union business with any person unless the Employer has been officially notified of the individual's authority as a Union Representative.
- 1.05 The Union agrees that those employees coming under its jurisdiction should abide by all terms of this Agreement.

## **ARTICLE 2 – DEFINITIONS**

- 2.01 Regular full-time employee means an employee who works the basic weekly hours of work and whose employment is expected to continue indefinitely.
- 2.02 Probationary Sales employee means a new sales employee engaged for a probationary period not to exceed twelve (12) calendar months worked, excluding the initial sales training period, to determine suitability for engagement as a regular employee. It is agreed that the just cause provisions for termination shall not apply to a probationary employee.
- 2.03 Headquarters are defined as the city in which an employee is regularly assigned to work.
- 2.04 Basic Hours of Work means the normal hours of work per day and the normal days of work per week as established in the Hours of Work article of this agreement.
- 2.05 Classification refers to a specific sales channel (Premise).
- 2.06 Location refers to a city, town or village.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that it is the exclusive function and responsibility of the Employer to manage its affairs, to direct its working forces, to hire, classify, promote, demote, transfer, layoff, discipline, suspend and discharge any employee; to increase or decrease its working force; to reorganize, close or disband any department or section thereof from time to time as circumstances and necessity may require; and to maintain order, discipline and efficiency. All matters concerning the operation of the Employer’s business not specifically dealt with in this Agreement shall be reserved to the Management and be its exclusive responsibility.

- 3.02 It is understood that the exercise of the foregoing Management Rights by the Employer shall be subject to provisions of this Agreement.

#### **ARTICLE 4 – UNION-MANAGEMENT COMMITTEE**

- 4.01 It is agreed by the Union and the Employer that, upon request of either party and on an ad hoc basis, a Union Management Committee be established for the purpose of an interchange of ideas and information on matters of mutual interest and concern. Meetings shall be held with time, date and location to be jointly agreed to by both parties. Any meeting may be cancelled or deferred providing both the Union and the Employer agree. These meetings shall be attended by a Union Committee comprising of one (1) employee, the President of Unifor local 7 and the National Representative. The Employer members will include one (1) Manager and the designated Human Resources representative.
- 4.02 Minutes shall be taken in all cases and approved by the Employer and the Union.

#### **ARTICLE 5 – UNION REPRESENTATION**

- 5.01 The Employer recognizes the right of the Union to appoint Union stewards as necessary and recognizes the Steward as an official representative of the Union and the employees in their jurisdiction to the extent outlined in this Agreement.
- 5.02 The Employer agrees to provide to the President of Unifor Local 7 (or designate) a maximum of fifteen (15) minutes to meet with a new employee(s) during their probationary period. It is agreed and understood that the purpose of such a meeting shall be for the President of Unifor Local 7 (or designate) to introduce him or herself and provide the employee with a copy of the Collective Agreement. All arrangements for this purpose shall be made through the designated senior manager.
- 5.03 The Union agrees to notify the designated Human Resources representative in writing within fifteen (15) working days of any changes in Union personnel. In addition, the Union will forward a complete list of Union stewards to the designated Human Resources representative on a quarterly basis, commencing January 1<sup>st</sup> of each year.
- 5.04 Prior to communicating to employees, the communication shall be submitted to the designated Human Resources representative for approval. The Employer shall permit the Union to use its members' work-related e-mails to transmit information related to Union business.

#### **ARTICLE 6 – DEDUCTION OF UNION DUES**

- 6.01 The Employer agrees, upon written request of the National Union, to deduct an amount equivalent to regular Union Dues, excluding initiation fees, assessments, or special levies from the wages earned by all employees in the bargaining unit affected by this Agreement. The dues deducted shall be paid to the Secretary Treasurer of Unifor within one (1) month of the date of deduction, accompanied by a list of employees, and the amount of dues deducted.
- 6.02 Except where Section 76 (3) of *The Labour Relations Act* applies, the Employer will pay the amounts so deducted to the Union on whose behalf the deductions will be made.
- 6.03 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 6.04 The Union shall inform the Employer from time to time of the regular bi-weekly membership dues payable by a member of the Union and of the amount to be deducted under Section 76 (1) (a) of the said Act from the wages of employees in the unit affected by the Collective Agreement who are not members of the Union.

## **ARTICLE 7 – UNION INFORMATION**

7.01 Once a month, the Employer shall provide the following information for all employees covered by this collective agreement as follows:

- name;
- job title;
- start date;
- end date (when known);
- home address;
- home phone number;
- seniority date;
- net credit service date;
- base salary;
- employment status (sick, maternity, disability, etc.);
- employee's category (permanent, full-time);
- amount of union dues deducted.

7.02 The Employer agrees to advise the Union of all newly hired employees in their jurisdiction.

7.03 The Employer agrees to notify the Union of incumbents who move from out of scope positions into Unifor bargaining unit, and bargaining unit employees who are acting in out of scope assignments in excess of three (3) calendar months.

## **ARTICLE 8 – UNION LEAVE OF ABSENCE**

8.01 Union leave of absence to attend grievance meeting

Union leave of absence with pay will be provided to the grievor and/or the union steward to attend grievance meetings. The steward will be allowed a reasonable amount of time to process grievances on Employer time.

8.02 Union leave of absence for collective agreement bargaining

Union leave of absence with pay will be provided to members of the Union's bargaining committee for the purposes of attending negotiations with the Employer up to the expiry date of the Collective Agreement.

8.03 Union leave of absence to attend Union Management Committee Meeting

Union committee members shall be allowed union leave of absence with pay to attend Union Management Committee Meetings. Union Committee Members' travel, meals and accommodation expenses shall be paid by the Union.

8.04 Short term union leave of absence to conduct National or Unifor local 7 union business

Union Leave of Absence without pay but with maintenance of seniority rights may be granted to any designated employee for the conducting of Union business for a period not in excess of two (2) weeks at any one time. Notice to be given in writing to the immediate Manager as soon as an employee becomes aware of the need for the leave, but with no less than a minimum of five (5) working days. Each leave of absence will be subject to service requirements as determined by the Employer and will not be unreasonably withheld. Where such leave of absence has been granted, the Employer shall deduct from the Union's dues payment one hundred percent (100%) of the wage

paid to such employees during the approved absence. The Employer shall include with the normal dues' cheque a list of employees on behalf of whom wages have been deducted.

8.05 Long term union leave of absence to conduct National or Unifor local 7 union business

Union Leave of Absence without pay but with maintenance of seniority rights may be granted to any designated employee for the conducting of Union business for a period not in excess of one (1) year, with one (1) month written notice being provided to the Human Resources representative. This leave of absence will be subject to approval by the Employer. The employee will have the right at any time, on one (1) months' notice to return to the Employer's employ to the same or similar work, in which they were engaged at the time of leaving the Employer's employ. Such employee shall also have the right to continue participating in the Employer Pension Plan.

**ARTICLE 9 – SERVICE & SENIORITY**

9.01 Net Credited Service: An employee's Net Credited Service date is established when the employee entered or re-entered the service of the Employer as a permanent employee. The Net Credited Service date will be used for purpose identified in this collective agreement.

9.02 Seniority: A full time employee's seniority date is established when the employee becomes a member of the bargaining unit and is utilized for purposes outlined within this collective agreement.

9.03 The Net Credited Service date will not change for reasons of absence covering the following areas:

- (a) sick leave (paid or unpaid)
- (b) maternity leave (paid or unpaid to a maximum of seventeen (17) weeks)
- (c) parental leave (paid or unpaid to a maximum of sixty-three (63) weeks)
- (d) union leave
- (e) for each occurrence of an authorized unpaid leave of absence, up to and including thirty (30) days

9.04 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. Before proceeding to termination, the Employer will send a registered letter to the last known address of the employee, informing him/her of the Employer's intention to end their employment. The President of Unifor Local 7 will be copied on this letter;
- (e) if the employee is absent from work for three (3) consecutive scheduled working days without notifying the Employer unless the employee can prove that they were unable to notify the Employer.

9.05 The employee's seniority date is based on their Net Credited Service date less any deductible absence.

9.06 An out-of-scope employee may revert back into the bargaining unit and shall be credited with all previous in-scope seniority, plus up to three (3) calendar months during any twelve (12) month period for time spent out-of-scope. Upon return, an employee shall not receive credit for further seniority until they have been back for a period of in-scope employment equal to the period of out-of-scope employment in excess of three (3) calendar months, or twelve (12) months, whichever is shorter. At the completion of this period, an employee will receive credit for seniority accrued since their return to the bargaining unit which shall be bridged to all previous seniority.

## **ARTICLE 10 – ACCESS TO PERSONNEL FILE**

- 10.01 Upon written request to the Human Resources representative, an employee is entitled to have a partial or total copy of their personal file. The Human Resources designate shall provide such copy in the next five (5) working days following the receipt of the request. Such request shall be made no more than once per year. After reviewing the file, the employee may discuss the file with their Manager with a view of revision or update if necessary.

## **ARTICLE 11 – DISCIPLINARY ACTION**

- 11.01 For disciplinary reasons, an employee shall not receive a written warning, a written reprimand, be suspended, demoted or dismissed, except for just cause.
- 11.02 Other than where circumstances require the spontaneous imposition of discipline, the Employer undertakes to advise the President of Unifor local 7 twenty-four (24) hours before the imposition of a disciplinary measure. The President of Unifor local 7 will be copied on every disciplinary measure provided to employees.
- 11.03 When it is planned to reprimand and/or discipline an employee, or to obtain information in the presence of the employee's Manager which may result in the employee being reprimanded or disciplined, the employee will be informed of their right to have a Union Representative present if desired.
- 11.04 Letters or references of a disciplinary nature in an employee's file shall normally be cancelled after two (2) years.

## **ARTICLE 12 – GRIEVANCE**

- 12.01 A "grievance" shall mean any difference relating to the meaning, application, or alleged violation of this Agreement.
- 12.02 A "grievor" may be an employee, group of employees, or the Union.
- 12.03 Step 1 – The employee who has a concern or grievance must discuss the matter with their immediate supervisor before filing a written grievance, however, upon request, the employee may be represented by a Union steward.
- 12.04 Step 2 – Should the grievance be unresolved at Step 1, a grievor who has a grievance regarding the interpretation, application, operation or any alleged violation of the Agreement shall submit a grievance to their immediate manager within ten (10) working days of the date the grievor either became aware of the occurrence or ought reasonably to have been aware of the occurrence giving rise to the concern. The Employer shall have ten (10) working days to convene a meeting with the Steward, Chief Steward or Sales Representative and render a verbal decision. The grievor has the right to attend the meeting.
- 12.05 Step 3 – If a satisfactory settlement is not obtained under the previous Step, then the grievance may be submitted to the applicable Human Resources designate within ten (10) working days of the disposition of the matter at Step 2. The Employer shall respond in writing to the employee within ten (10) working days following the reception of the grievance.
- 12.06 Grievances which are not settled shall be subject to arbitration if either party makes service upon the other by way of written notice within ten (10) working days of the decision being received.

12.07 Time Limits

- (a) Time limits specified in this article may be extended at any time by mutual agreement in writing.
- (b) If the Employer fails to respond or if the grievance is not settled within the time limits, the grievance may immediately be processed at the next step.

12.08 If the Employer has a grievance against the Union, the grievance may be submitted under the above process with the appropriate adaptation.

**ARTICLE 13 – ARBITRATION**

13.01 The notice of intention to proceed to arbitration referenced in article 12.05 may include the name of a proposed arbitrator. The parties shall attempt to agree upon an arbitrator within ten (10) working days of the receipt of such notice. At any time thereafter, either party may request that the appointment be made pursuant to the applicable provisions of *The Labour Relations Act*.

13.02 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 its decision it shall be bound by the terms and provisions of this agreement. The decision of the arbitrator shall be final and binding on the parties.

13.03 Each party shall pay one-half (1/2) the fees and expenses of the arbitrator.

**ARTICLE 14 – NO DISCRIMINATION AND HARASSMENT**

14.01 The Employer and the Union agree that they will not discriminate against any employee covered by this Agreement by reason of their Union membership.

14.02 It is the policy of the Employer and the Union that all employees shall be treated with respect and dignity within the workplace. Harassment of any kind will not be tolerated.

14.03 Definition

Workplace harassment is any offensive, hurtful or malicious comment/conduct by an employee towards another employee that is known or ought reasonably to be known to be unwelcome.

Harassment is any behaviour which is perceived by an employee to deny them their self-esteem, dignity or respect and is found to be offensive, embarrassing and humiliating. It may be verbal, physical, deliberate, unsolicited and may be one incident or a series of incidents. It may include:

- verbal abuse, abusive language or threats;
- unwelcome remarks, jokes and innuendos or taunting about a person's body, attire or sexual orientation;
- practical jokes which cause awkwardness or embarrassment;
- unwelcome invitations or requests, whether indirect or explicit, or intimidation;
- leering at a person's body or other gestures;
- condescension which undermines self-respect;
- unnecessary physical contact such as touching, patting, pinching, punching;
- physical (sexual) assault.

Properly discharged supervisory responsibilities including disciplinary action or a Union steward properly acting on behalf of a member of the union are not considered to be harassment.



14.04 Process

An employee who believes they are being harassed should not assume that the problem will go away by itself. They should not assume that the harassment has to be endured because of possible retaliation, nor should they feel guilty or embarrassed. The process outlined in the General Harassment and Discrimination Policy of the Employer should be followed. Where it is determined that a harassment complaint is founded, possible consequences to the harasser could include being moved to a different workstation, or having appropriate discipline imposed, up to and including termination.

**ARTICLE 15 – POLICY INFORMATION**

15.01 The following information regarding Employer Policies is for reference purposes only and does not form part of this Agreement.

15.02 The following corporate policies which apply to members of the bargaining unit shall be accessible to all employees including all amendments to such policies:

- Sales Allowance Policy
- Sales Travel Policy Occupational Health and Safety

15.03 Copies of these policies shall be provided to Unifor local 7 office. The Union shall be advised of any amendment to these policies.

**ARTICLE 16 – SAFETY & HEALTH**

16.01 The Employer shall make provision for the safety and health of employees. During working hours the Union may, from time to time, bring to the attention of the Employer any recommended suggestions in this regard. In the event an employee identifies a Safety and Health concern, it shall be brought to the attention of the appropriate Manager and/or a Safety and Health Committee member where practicable, who will attempt to remedy, or resolve the situation.

16.02 The Employer agrees that the Union may select representatives to a Workplace Safety and Health Committee, as per the *Workplace Safety and Health Act*.

16.03 The Employer shall allow each member of the Committee, the Safety and Health representative, or their respective designates, to take Educational Leave for a period of two (2) normal working days each year without loss of pay or other benefits for the purposes of attending Workplace Safety and Health seminars, programs, or courses of instruction.

**ARTICLE 17 – REMOTE MONITORING**

17.01 Except in cases relating to surveillance for security and service analysis reasons, each employee who is to be remotely monitored will be provided notice prior to such monitoring taking place.

**ARTICLE 18 – HOLIDAYS**

18.01 a) The following shall be recognized as Employer holidays for which employees shall suffer no reduction in pay on account of the closing of the Employer's offices:

- New Year's Day
- Louis Riel Day
- Good Friday
- Victoria Day
- Canada Day

- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day

b) The following General authorized holidays shall also be recognized:

- Floater Day
- Boxing Day

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

18.02 Any additional holiday proclaimed by the Government of Manitoba as a holiday for the general public shall be recognized as an Employer holiday.

18.03 An employee is entitled to receive Statutory Holiday Pay, whether or not they are scheduled to work unless they are absent from work without authorization on the scheduled workday prior to or following such holiday.

18.04 Observance of Holiday

- (a) All holidays shall be observed on the day on which they fall.
- (b) When any of the above holidays falls on a Saturday or Sunday, which is normally a non-scheduled working day for an employee, the following working day(s) shall be observed as the holiday unless the demands of the service require otherwise.

**ARTICLE 19 – ANNUAL VACATIONS**

19.01 A regular employee shall become entitled to a vacation with pay in accordance with the table below, in the year in which they are to complete the required number of Net Credited Years of Service:

<b>Years of Service</b>	<b>Net Credited Weeks of Vacation</b>
Less than one year	0.2884 day per completed week of work.
From one (1) to five (5)	Three (3) weeks
From six (6) to eleven (11)	Four (4) weeks
From twelve (12) to twenty (20)	Five (5) weeks
From twenty-one (21) to twenty-five (25)	Six (6) weeks

Any new employee hired after the ratification date of the collective agreement, August 13<sup>th</sup>, 2013, will not be eligible to six (6) weeks of vacation.

19.02 For the purposes of this paragraph, for a regular employee, employed or re-employed on or before the fifteenth (15<sup>th</sup>) day of the month, service shall be counted from the first day of that month; for a regular employee, employed or re-employed on or after the sixteenth (16<sup>th</sup>) day of the month, service shall be counted from the first (1<sup>st</sup>) day of the month following.

19.03 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.

19.04 Vacations will be arranged in accordance with the requirements of service by the Manager in charge. The Employer will ensure that a reasonable number of employees are allotted vacation at

any given time. Vacation periods may consist of any number of days and may commence on any day of the week providing this can be accommodated.

- 19.05 An employee shall not have the right to carry forward all or part of their vacation from one vacation period to another.
- 19.06 Where an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the vacation, the Employer 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.
- 19.07 Full time employees shall be paid during vacation at their basic rate of pay.
- 19.08 In addition of their base salary, for vacation pay, sales employees will receive, on each pay, a percentage of their commission earned during the previous pay period as per the table below:

<b>Net Credited Weeks of Vacation</b>	<b>Percentage</b>
0.2884 day per completed week of work	6%
Three (3) weeks	6%
Four (4) weeks	8%
Five (5) weeks	10%
Six (6) weeks	12%

- 19.09 Regular employees whose employment ceases for whatever reason shall be paid for all earned and outstanding vacation entitlement up to and including the last day worked. An adjustment shall be made to the final pay of an employee who has taken vacation entitlement in excess of that to which they are actually entitled at the date of termination of employment.
- 19.10 An employee who retires shall have the option of working until their actual retirement date and receive pay in lieu of such earned vacation or to take vacation that they have earned but have not used prior to the retirement effective date.

**ARTICLE 20 – BEREAVEMENT LEAVE**

- 20.01 An employee shall be granted, in the event of the death of their spouse, common-law spouse, son or daughter, step-children, mother and father, bereavement leave without loss of base pay of up to five (5) days from the employee's scheduled working days that occur during the five (5) days immediately following the day of the death. The periods include the date of the funeral.

Additional time with pay for up to two (2) days shall be granted if required for either travelling more than one hundred (100) Kilometers from the city in which the employee is working or where an employee is responsible for making the funeral arrangements.

- 20.02 An employee shall be granted, in the event of the death of their brother or sister, mother-in-law or father-in-law, grandparent bereavement leaves without loss of base pay of up to three (3) days from the employee's scheduled working days. The periods include the date of the funeral.

**ARTICLE 21 – MATERNITY, AND PARENTAL LEAVE**

- 21.01 Maternity Leave

A female employee who has completed six (6) consecutive months of employment with the Employer shall be granted Maternity Leave under one of two Plans:

- 1. Plan A – Maternity Leave without pay, or

2. Plan B – Supplemental Maternity Allowance Plan.

The following terms and conditions shall apply to both Plans:

- (a) The employee shall submit to the Employer a written application for Leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such Leave.
- (b) The employee shall provide the Employer with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery.
- (c) Maternity Leave will be granted for a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in (b); or if delivery occurs after the date mentioned in the certificate – seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in (b) and the actual date of delivery.
- (d) Maternity Leave shall commence no earlier than seventeen (17) weeks preceding the date specified in the certificate mentioned in (b) and shall terminate no later than seventeen (17) weeks following the actual date of delivery.
- (e) An employee who wishes to resume her employment on expiration of her Maternity Leave shall be reinstated in the position occupied by her at the time such Leave commenced or in a comparable position, with not less than the same wages and benefits.
- (f) For an employee granted Maternity Leave, employment after termination of the Leave shall be deemed continuous with employment before the commencement of the Leave.
- (g) An employee who remains absent from work for a period in excess of seventeen (17) weeks following the actual date of delivery shall forfeit the right to be reinstated (except as in (c) above). The Employer may consider an extension of time based on the merits of each individual case. The request shall be submitted in writing prior to the expiration of the seventeen (17) week period.

Note 1: Maternity Leave shall not exceed a TOTAL period of more than seventeen (17) weeks except as provided in (c) above.

Note 2: If an employee becomes ill prior to the date she has designated as her commencement date for Maternity Leave, she shall be eligible for Sick Leave providing the need is substantiated in writing by her Physician.

21.02 Plan A – Maternity Leave without pay shall be granted in accordance with the terms and conditions listed in clause 21.01.

21.03 Plan B – Supplemental Maternity Allowance Pay (SMAP) shall be granted in accordance with the terms and conditions listed in clause 21.01 together with the following additional terms and conditions:

- 1. Where an employee elects the Supplemental Maternity Allowance Plan, payments will consist of the following:
  - (a) For the first two (2) weeks of Maternity Leave, payment will be 93% of regular wages.
  - (b) For up to a maximum of fifteen (15) additional weeks, payments to be made will be the difference between Employment Insurance benefits and 93% of regular wages. The combined

weekly level of E.I. benefit, Supplemental Maternity Allowance and other earnings shall not exceed 95% of the employee's normal weekly earnings as per E.I. regulations.

- (c) For all other time as may be provided under paragraph 21.01 (c) nil payment.
- (d) In the event that legislation is enacted that provides additional Employment Insurance (other than an increase in the maximum standard benefits) or any other payment to salary during the fifteen (15) week period to an employee on account of her pregnancy the amount she is entitled to receive as provided in (b) above shall be decreased the amount she would be entitled to receive as a result of such additional Employment Insurance or other payment.
- (e) Employees will be required to apply for and become entitled to Employment Insurance before Supplemental payments become payable.
- (f) To verify they are receiving Employment Insurance benefits, employees must mail, bring, or send their first two (2) benefit statements to the Corporate Payroll Department. Should the Employment Insurance payment change, the employee must mail, bring or send their revised Employment Insurance statement to the Corporate Payroll Department to ensure the supplement payment is adjusted accordingly.

2. To be eligible, the employee shall sign an agreement with the Employer providing that:

- (a) She must return to work and remain in the Employer's employ for at least the hours equivalent to six (6) consecutive months of employment in her old capacity prior to commencing Maternity Leave.
- (b) She will return to work on the date of expiry of her Maternity Leave or the additional period provided in 21.01 (c), and,
- (c) Should she fail to return to work as provided under (a) and (b) above she is indebted to the Employer for the full amount received as Supplemental Maternity Allowance and will repay same upon request by the Employer.

21.04 An employee who has been granted Maternity Leave who, before the expiration of the Leave granted under paragraph 21.01 (c) has decided that she will not resume work on completion of such Leave, shall advise the Employer in writing, of her decision at the earliest possible date.

#### 21.05 Paternity Leave

A male employee will be granted up to a maximum of two (2) days leave with pay, to attend to needs directly related to the birth of his child. Such Leave may be granted on the day of, and/or the day following the birth of his child, or the day of the mother's admission to, and/or discharge from the hospital.

#### 21.06 Parental Leave: Natural Parents

An employee who has completed six (6) consecutive months of employment with The Employer shall be granted up to sixty-three (63) weeks unpaid Parental Leave in accordance with the following conditions:

- (a) The employee has become the natural father or mother of a child.
- (b) The employee has submitted to The Employer, an application in writing for Leave at least four (4) weeks before the day specified in the application as the day on which they intend to commence such Leave.

- (c) Parental Leave of up to sixty-three (63) weeks shall be taken beginning on the day on which the child is born or the day in which the child comes into the employee's care.
- (d) An employee who wishes to resume employment on the expiration of their Parental Leave shall be reinstated in the position occupied by him/her at the time such Leave commenced or in a comparable position with not less than the same wages and benefits.
- (e) An employee who remains absent from work for a period in excess of up to sixty-three (63) weeks shall forfeit the right to be reinstated. The Employer may consider an extension of time based on the merits of each individual case. The request shall be submitted in writing, prior to the expiration of the up to sixty-three (63) week period.
- (f) An employee having been granted Parental Leave who decides that they will not resume work on completion of such Leave, shall advise The Employer in writing, of their decision at the earliest possible date, but in no event later than the expiry of the Leave.

21.07 Parental Leave - Adoption

An employee who has completed six (6) consecutive months of employment with The Employer shall be granted up to sixty-three (63) weeks Adoption Leave under one of two Plans:

1. Plan A – Adoption Leave without pay, or
2. Plan B – Supplemental Adoption plan.

The following terms and conditions shall apply to both Plans:

- (a) The employee has commenced legal proceedings under the law of a Province, to adopt a child or obtains an order under the laws of a Province for the adoption of a child.
- (b) The employee must submit to The Employer an application in writing for leave at least four (4) weeks (if possible) before the day specified in the application as the day on which the employee intends to commence the Leave.
- (c) Adoption Leave of up to sixty-three (63) weeks shall be taken beginning on the day on which the child comes into the employee's care.
- (d) An employee who wishes to resume employment on the expiration of the Adoption Leave shall be reinstated in the position they occupied at the time such Leave commenced or in a comparable position, with not less than the same wages and benefits.
- (e) An employee who remains absent from work for a period in excess of up to sixty-three (63) weeks shall forfeit the right to be reinstated. The Employer may consider an extension of time based on the merits of each individual case. The request shall be submitted in writing, prior to the expiration of the up to sixty-three (63) week period.

21.08 Plan A – Adoption Leave without pay shall be granted in accordance with the terms and conditions listed in clause 21.07.

21.09 Plan B – Supplemental Adoption Allowance Pay shall be granted in accordance with the terms and conditions listed in clause 21.07 together with the following additional terms and conditions:

1. Where an employee elects the Supplemental Adoption Allowance Plan, payments will consist of the following:
  - (a) For the first two (2) weeks of Adoption Leave, payment will be 93% of regular wages.

- (b) For up to a maximum of ten (10) additional weeks, payments to be made will be the difference between Employment Insurance benefits and 93% of regular wages. The combined weekly level of E.I. benefit, Supplemental Adoption Allowance and other earnings shall not exceed 95% of the employee's normal weekly earnings as per E.I. regulations.
  - (c) In the event that legislation is enacted that provides additional Employment Insurance (other than an increase in the maximum standard benefits) or any other payment to salary during the ten (10) week period to an employee on account of their adoption of a child, the amount they are entitled to receive as provided in (b) above shall be decreased the amount they would be entitled to receive as a result of such additional Employment Insurance or other payment.
  - (d) Employees will be required to apply for and become entitled to Employment Insurance before Supplemental payments become payable.
  - (e) To verify they are receiving Employment Insurance benefits, employees must mail, bring, or send their first two (2) benefit statements to the Corporate Payroll Department. Should the Employment Insurance payment change, the employee must mail, bring or send their revised Employment Insurance statement to the Corporate Payroll Department to ensure the supplement payment is adjusted accordingly.
2. To be eligible, the employee shall sign an agreement with the Employer providing that:
- (a) They must return to work and remain in the Employer's employ for at least the hours equivalent to six (6) consecutive months of employment in their old capacity prior to commencing Adoption Leave;
  - (b) They will return to work on the date of expiry of their Adoption Leave; and
  - (c) Should they fail to return to work as provided under (a) and (b) above they are indebted to the Employer for the full amount received as Supplemental Adoption Allowance and will repay same upon request by the Employer.

21.10 An employee who has been granted Adoption Leave who, before the expiration of the Leave granted under clause 21.07 has decided that they will not resume work on completion of such Leave, shall advise the Employer in writing, of their decision at the earliest possible date.

**ARTICLE 22 – SICK LEAVE**

- 22.01 A regular employee who has completed ninety (90) days and who is absent due to sickness and who complies with the Employer's absenteeism policy shall be paid their basic hourly rate for continuous absence prior to the fifth (5th) full working day of such absence.
- 22.02 When an employee expects to be or is absent from work for any reason, they are required whenever reasonably practicable, to notify their Manager prior to the starting time of the reason for the absence and the date of return if known.
- 22.03 Unreported absence, absence without satisfactory reason or abuse shall be grounds for disqualification from benefits and/or disciplinary action.

**ARTICLE 23 – COMPASSIONATE LEAVE**

- 23.01 Compassionate leave shall be granted as per Manitoba law.

## **ARTICLE 24 – PAID JURY DUTY**

24.01 Paid jury duty leave shall be granted in accordance with Employer policy. In the event the Employer intends to change its jury duty policy during the term of the current collective agreement, the Employer agrees to meet with the Union prior to any changes to evaluate what is the appropriate jury duty policy for the remaining term of the contract. Where the Employer fails to grant a jury duty leave in accordance with its policy, the matter shall be grievable.

## **ARTICLE 25 – TECHNOLOGICAL CHANGE**

25.01 For the purpose of this article, Technological Change means the introduction of equipment or material, or a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material, which is likely to affect the security of employment of Regular employees.

25.02 Where the Employer proposes to effect a technological change that is likely to affect the terms and conditions or the security of Regular employees, the Employer shall give the Union notice at least two (2) months prior to the introduction of such technological change. During this period, the Employer agrees to consult with the Union regarding the steps to be taken to assist employees who could be affected.

Such notice shall include the following:

- The nature of the change.
- The date on which the Employer proposes to effect the change.
- The approximate number and type of employees likely to be affected by the change.
- The effects the change may be expected to have on the terms and conditions or the security of employment of Regular employees covered by the Collective Agreement.

25.03 When technological change reduces or makes positions covered by this Agreement redundant, regular employees in such positions shall be subject to layoff provisions.

## **ARTICLE 26 – JOB EVALUATION COMMITTEE**

26.01 Sales positions

Where the Employer creates a new position or significantly changes the job content of an existing position, the parties will meet to determine the wage schedule in which the position falls. Should the parties not reach agreement, the matter may be referred to arbitration to determine the wage schedule.

## **ARTICLE 27 – JOB POSTINGS**

27.01 Where the Employer decides to fill a permanent vacancy, it shall post the vacancy for a period of five (5) working days. The Employer shall make such posting available to employees through email or other electronic means.

27.02 An interested employee shall, during the posting period, submit an application to the Human Resources Department in accordance with the method indicated by the Employer, ensuring their manager has been notified of the application.

27.03 When selecting a candidate for a posted position, the Employer will consider knowledge, experience, seniority, qualifications, ability, service requirements and performance. Seniority shall be the governing factor in the case of equally rated applicants.



- 27.04 Selection of the successful candidate for a posted position will normally be made within twenty (20) working days of the closing date of the posting. When a delay which will exceed the said twenty (20) day period is encountered, or if a position posting is cancelled, the Employer will notify the union and applicants of such delay or cancellation. Where possible, the reasons for such delay in selection of the successful candidate will be outlined in the notification.
- 27.05 Within five (5) working days, the Union shall be notified in writing of:
- All postings;
  - All applicants who participate in the posting;
  - All movement of personnel in or out of the bargaining unit.

## **ARTICLE 28 – LAYOFFS**

### 28.01 Notice of surplus

The Employer shall provide a minimum of ten (10) calendar days notice to the Union of expected surplus conditions, in advance of surplus conditions being communicated to the employees. Such notice shall include the expected date of layoff and the anticipated number and names of employees affected. The union agrees not to disclose the surplus conditions or any details pertaining to the surplus until such time as this information has been fully communicated to employees by the Employer.

28.02 The Employer shall lay off its staff by first abolishing the position held by an employee on probation.

28.03 The employee whose position has been abolished is entitled to the severance package as described in Article 28.05.

28.04 In the event of a lack of work situation in the sales area that would result in staff reduction, the affected employee shall be the individual with the lowest overall assessment result.

### 28.05 Severance package

(a) A permanently laid off employee shall receive severance pay as follows: three (3) weeks per year of service, or portion thereof, to a maximum of fifty-two (52) weeks pay for sales employees, including four (4) weeks notice or pay in lieu of notice. Once an employee has accepted severance pay, they will be deemed to be permanently laid off. In the event of the death of an employee who is on layoff or has received layoff notice and is eligible for severance pay, all or any remaining portion of severance pay shall be payable to the beneficiary of the deceased employee.

(b) A sales employee's earnings for the purpose of calculating severance and notice pay shall include their base pay as well as average weekly commission earnings over the previous year period.

## **ARTICLE 29 – HOURS OF WORK**

29.01 Sales employees are not required to have a fixed work schedule. Each employee shall determine their work schedule based on assignment and effectiveness. However, employees are responsible for completing their work assignment and meeting their assigned work objectives.

29.02 The normal work week of thirty-six (36) hours and fifteen (15) minutes per week comprised of seven and a quarter hour (7.25) per day is intended solely to enable the Employer to establish the work assignment and to calculate the basic hourly rate where required by the collective agreement.

29.03 This does not restrict the Employer's right to establish a more rigid work schedule of thirty-six (36) hours and fifteen (15) minutes when the operation requires.

29.04 The employee may take no more than one consecutive time management day at a time. However, the employee may take up to a maximum of four (4) days of time management in the period between Christmas and New Year's holidays.

### **ARTICLE 30 – COMPENSATION**

30.01 Payday, which includes base salary and commission payout, shall be every second Friday for all employees. Where an Employer holiday falls on a payday, employees will be paid on the preceding workday. For the duration of the agreement, the annual base salary for the Premise channel employees will be \$55,000.

30.02 All variable compensation of the Employees, which includes bonus programs, special product sales incentive programs and commission programs ("Compensation"), shall not be governed by this Agreement and shall be set, determined and modified at the sole discretion of the Employer. To be eligible to the bonus, an employee needs to be active (approved leave of absence) at the date of the payment. Notwithstanding the foregoing, should the Employer set, determine or modify the Compensation of the Employees, the Employer shall:

(a) provide written notification to the affected Employee and the Union steward and National Representative describing the modification to take place. Such notice shall be provided not less than ten (10) calendar days before the modification is to take effect;

(b) allow an affected Employee or the Union steward to request a meeting with the Director of Human Resources to discuss the proposed modification. Said meeting will occur within five (5) calendar days of the Employee or Union steward's request.

### **ARTICLE 31 – TRAVEL, TRANSPORTATION, BOARD AND LODGING**

31.01 When an employee is required to travel outside of its headquarters, other than to and from its daily work, the Employer shall furnish transportation, including sleeping accommodation and per diem.

31.02 Time travelling on Employer instructions (including attending training courses), within or outside the province, between regular or temporary headquarters, shall, when practicable, be during normally scheduled working hours.

31.03 Employee's expenses shall be dealt with in accordance with the Sales Allowance Policy & the Sales Travel Policy which do not form part of the collective agreement. A grievance is possible only if the Employer does not respect the terms of its policy. It is understood that the Employer will not change the term of this policy without consultation with the union.

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

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

## **ARTICLE 32 – CONTRACTING OUT**

32.01 The Employer has a strategy to increase its revenue. It recognizes the importance and intends to continue to seek, secure and retain sales team talent within the organization. However, in order to achieve its revenue growth strategy, the Employer may, if necessary, to successfully:

- Have third parties perform and/or partner with the Employer to sell products/services normally performed by members of the bargaining unit to their customers and allow the Employer to fulfill its needs.
- To have products/services sold by employees in other bargaining units.
- Take reasonable steps to ensure that contracting out does not result in the termination and layoff of any employee hired on the effective date of the Collective Agreement.
- Inform the Union within a reasonable period of time when the Employer wishes to outsource to a third party.
- Take steps to ensure that the contracting-out provisions described in this Article:
  - Do not have the effect of preventing the creation of positions in the unit or the filling of a vacant position.
  - Do not have the effect of laying off employees covered by the collective agreement.

Subject to the terms and conditions described below, the Union agrees that it will not make any request or take any action to prevent the Employer from using companies whose employees or subcontractors are based outside of Manitoba to perform the duties normally performed by employees in sales positions.

## **ARTICLE 33 – DURATION OF AGREEMENT**

33.01 This Agreement shall become effective on July 1, 2022 and shall be and remain in force until June 30, 2026.

33.02 Unless amended or terminated on ninety (90) days written notice given by either party, to the other, prior to the expiry of said term, it shall continue in full force and effect thereafter until amended, or terminated, at any time by ninety (90) days written notice.

33.03 The Employer and the Union acting jointly may from time to time, by Letters of Understanding in writing signed by them, amend or interpret the provisions of this Agreement and the parties shall be bound by any such amendment or interpretation.

33.04 Upon coming into force of this Agreement, any other Agreement or existing Letters of Understanding which are not renewed shall be terminated.

**ARTICLE 34 – SIGNATURE PAGE**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized stewards in the City of Winnipeg, this 20th day of December 2022.

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



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Pierre Bédard  
Vice-President, Human Resources

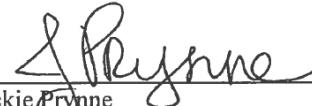
**For Unifor, Local 7**



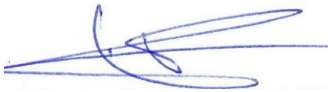
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Paul McKie  
Manitoba/Saskatchewan Area Director,  
Unifor Local 7



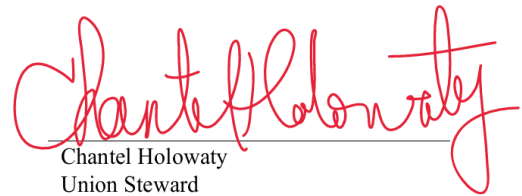
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John Melo  
Director - Diamond & Premise Sales  
Channels - Western & Central Canada



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Jackie Prynne  
President, Unifor Local 7



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John Ireland  
Senior Vice-President,  
Organizational Effectiveness



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Chantel Holowaty  
Union Steward

## **LETTER OF UNDERSTANDING - BENEFIT PLAN CHANGES**

The Employer shall maintain in effect for the term of the Agreement, insofar as applicable to the employees governed thereby, the benefits under the following plans, as were agreed to on the date of signing of this Agreement:

- Life and Accident Insurance
- Medical and Dental Care Benefits
- Disability Plans (Short Term and Long Term)
- Pension Plans
- Critical Illness
- Health Care Spending Account
- Travel Accident Insurance

Before making changes to benefits provided under these plans, the Employer shall notify the Union in writing thirty (30) days in advance in order to solicit the Union's opinion in this regard. The Union shall not oppose any such change without valid reason.