

**MEMORANDUM OF AGREEMENT**

**DATE:** \_\_\_\_\_

Tele Direct (Publications) Inc.  
O.P. .I.U. Local 57

The Union and the Corporation agree to the following terms and conditions:

- (1) Strike action will cease October 6th, 1980
- (2) Employees involved in the work stoppage will be reinstated on the Company payroll as of the date noted in paragraph (1).
- (3) Employees involved in the work stoppage will be reinstated on the date specified above for the purpose of entitlement under employee benefit programs.
- (4) Return to work shall be contingent upon the following:

- (a) The Corporation and the Union agree to the terms and conditions stipulated in Exhibits

- (b) Compensation:

- Premise Sales:

|                                |          |
|--------------------------------|----------|
| June 1st, 1980                 |          |
| Salary increase (at all steps) | \$150.00 |
| 4 months retroactivity         | \$600.00 |
| June 1st, 1981                 |          |
| Salary increase (at all steps) | \$100.00 |
| June 1st, 1982                 |          |
| Salary increase (at all steps) | \$150.00 |

- Telephone Sales:

|                                |          |
|--------------------------------|----------|
| June 1st, 1980                 |          |
| Salary increase (at all steps) | \$135.00 |
| 4 months retroactivity         | \$540.00 |
| June 1st, 1981                 |          |
| Salary increase (at all steps) | \$100.00 |
| June 1st, 1982                 |          |
| Salary increase (at all steps) | \$125.00 |

**Duration of Contract:**

36 months expiring May 31st, 1983.

06370(01)

- (5) **The Corporation and the Union agree that neither party shall instigate further work stoppage during the period of time these conditions and agreements are being fulfilled and prior to a Collective Agreement being signed.**
- (6) **In the event that there are accounts to be retained for completion by the Corporation, these will be identified with the Union.**  
**The number of such accounts will be minimal and completion by the Corporation will be done in the interests of continuity of contact with the customer.**
- (7) **The Union and members of the bargaining unit agree to resume work and to perform their jobs in the normal and usual manner according Corporation standards and procedures. A leave of absence could be granted to a member of the bargaining unit who has not returned on October 6th, 1980, if, in the Corporation judgement, his reason is valid. In this instance, the date of return shall not be later than 5 working days following the date specified in this paragraph.**
- (8) **The Corporation further agrees not to include strike days in the pension computation of Sales representatives who will be retiring on pension prior to October 6th, 1981.**
- (9) **The strike days will not be included in the processing of any grievance presented prior to the strike.**
- (10) **In cases where customer signatures were obtained by sales representatives prior to the strike, the commission will be paid to the said sales representative as per commission practice:**
- (11) **The union understands and agrees that cancellations, taken during the strike have been charged to the representative to whom the account was assigned in the normal and usual manner of the re-assignment of account procedure.**
- (12) **It is understood that for an undetermined period, sales employees may be required to work in Eastern Region areas not normally assigned to their respective work locations. It is not intended that this period shall extend beyond the time required to meet directory closing dates.**

**The proposed agreement will be the same as the Collective Agreement signed on June 12, 1978 and its amendments, except for the terms, conditions, additions and deletions set forth in the exhibits attached which shall be the sole and only changes to the Collective Agreement and shall form a part thereof.**

*THE MEMBERSHIPS*

**If the proposed Agreement is not ratified by October 6, 1980 and signed by November 15, 1980, the present Memorandum of Agreement shall be considered as null and void.**

*DECEMBER*

\_\_\_\_\_

\_\_\_\_\_

**(on behalf of the Corporation)**

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\_\_\_\_\_

**(on behalf of the Union)**

## **ARTICLE 2**

### **Probationary employee**

- (a) means an employee having less than six (6) months net credited service.**
  
- (b) notwithstanding the provisions of Article 8 of the Agreement the Corporation retains the right to terminate the employment of a probationary employee.**

### ARTICLE 3 DISCRIMINATION

1. The Corporation and the Union agree that they will not threaten, intimidate or unlawfully discriminate against any employee within the jurisdiction of the Union for reason of Union membership, marital status, race, colour, sex, age, religion, national origin or for exercising any rights under this Collective Agreement.
2. Use in this Agreement of the masculine gender shall be construed as including both male and female employees, and **not** as specific sex designation.

**Add:**

ARTICLE 6

An employee having been considered for a promotion within the bargaining unit and having not been selected will be informed of the reasons in writing.

## **ARTICLE 8 - DISCIPLINE AND DISMISSAL**

- 1. No employee shall receive a written reprimand or a written warning, be suspended, demoted or dismissed for any reason except for just cause.**
- 2. a) At any meeting between a representative of the Corporation and an employee which is called for the explicit purpose of announcing discipline or a dismissal, the Union representative shall, unless the employee objects, be invited by the local Manager to be present.**  
**b) Where circumstances required the spontaneous imposition of discipline, the Corporation undertakes to advise the employee's Union representative as soon thereafter as possible.**
- 3. The Corporation agrees to provide the employee and Union representative with written notification of any disciplinary measure or dismissal and the reasons for such measure, at the time it is taken or as soon thereafter as possible in the case of a written reprimand, written warning, dismissal or demotion and within one week in the case of a suspension.**
- 4. Any employee may grieve a disciplinary measure, or a dismissal, as defined in paragraph 1 of this Article and which the employee feels is unwarranted, in accordance with the provisions of Article 15 of this Agreement.**
- 5. In the case of dismissal the matter may be referred directly to the third step of the grievance procedure as provided in Article 15 of this Agreement.**
- 6. All disciplinary measures referred to in paragraph 1 of this Article shall form and become a part of the disciplinary record of that employee.**
- 7. An employee shall have the right to inspect his disciplinary record after making suitable arrangements with the appropriate District Sales Manager. With the employee's knowledge and consent, the Union representative shall also have the right under the same condition to inspect the disciplinary record, where the employee grieves the imposition of discipline or a dismissal at the first step of the grievance procedure and at the fourth step if so requested by the Union. For grievances taken up at the third step pursuant to Article 15 of this Agreement, the third step shall be treated as the first step in the grievance procedure for purposes of inspecting the disciplinary record.**

**ARTICLE 12 - "LEAVE OF ABSENCE FOR UNION REPRESENTATIVE"**

**Subject to service requirements, as determined by the Corporation, unpaid leave will be granted to up to three elected representatives of the Union for a period of up to three days in any twelve month period to attend to Union business.**

**Requests for such leave shall be made to the Corporation in writing at least five working days prior to the date such leave is to commence.**

**Periods of longer duration may be granted subject to Corporation approval.**

**Leave of absence of up to two days, at the rate of average earnings, may be granted to a maximum of four employees elected as executives of the unit, for the purpose of preparing for contract negotiations with the Corporation.**



## **ARTICLE 15**

### **GRIEVANCES**

**Sections 1, 2, 3, 4, 7, 8 and 9: change Company to Corporation**

#### **Section 5**

##### **Step 4**

**The grievance, which shall be in writing, may be presented by the Union representative, accompanied by the President or Vice-President of the unit to the General Sales Manager - Eastern Region, who shall have five (5) working days in which to render a decision.**

#### **Section 6**

##### **Step 5**

**The grievance, which shall be in writing, may be presented by the Union representative, accompanied by the President or Vice-President of the unit and the International Representative of the Union, to the Executive Vice-President - Directory of the Corporation.**

**The decision of the Executive Vice-President - Directory under this section shall be given in writing to the Union representative within five (5) working days following the presentation of the grievance to him. A grievance which relates to the interpretation, application, administration or alleged violation of any provision of this Agreement, which is not settled within five (5) working days following the decision of the Executive Vice-President - Directory, may be referred to an arbitrator in accordance with Article 16 of this Agreement, by either party upon written notice to the other party.**

**A grievance which is not related to the interpretation or alleged violation of this Agreement may not be referred to an arbitrator.**

#### **Section 7**

**Any grievance which relates to the interpretation, application, administration or alleged violation of any provision of this Agreement, and which pertains to and is in respect of the total bargaining unit based at any work location, may be submitted by the Union in accordance with Step 3 of the grievance procedure within thirty (30) days of the action or circumstances allegedly giving rise to the grievance.**

**Article 15 - Grievance (cont'd)**

**Section 7 (Cont'd)**

**Any grievance which relates to the interpretation, application, administration or alleged violation of any provision of this Agreement, and which pertains to and is in respect of the total bargaining unit, may be submitted by the Union in accordance with Step 4 of the grievance procedure within thirty (30) days of the action or circumstances allegedly giving rise to the grievance.**

**The procedure noted under this section shall not in any way constitute recourse beyond the terms and conditions noted in Section 1 of this Article 15 with respect to the processing of individual grievances.**

**Renumber Sections 7, 8 and 9 to Section 8, 9 and 10.**

**Add .**

**Section 11.**

**Notwithstanding Section 37, Subsection (5a) of the Ontario Labour Relations Act, time limits stated to apply in this Article 15, Section 2, of this Agreement are mandatory and subject to the terms and provisions set forth in Section 8.**

## **ARTICLE 16**

### **ARBITRATION**

#### **Section 1**

**Whenever a difference between the Union and the Corporation relating to the interpretation or alleged violation of this Agreement is not settled within ten (10) working days following the presentation of a grievance to the Executive Vice-President - Directory of the Corporation, in accordance with Section 6 of Article 15 of this Agreement, either party may institute arbitration proceedings within thirty (30) working days after the presentation of the grievance to the Executive Vice-President - Directory, but not 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 or alleged violation of this Agreement.**

**ARTICLE 19 - HEALTH AND SAFETY**

- 1. Both parties to the present Agreement recognize the need to protect the health and to ensure the safety of all employees.**
- 2. It is up to the Corporation to adopt and implement as far as circumstances will warrant it, practices and reasonable methods to protect the employees' health and to ensure their safety at work. The Union can make suggestions to the Corporation concerning work safety.**

**EXHIBIT A - HOURS OF WORK**

Normal hours of work shall be  $37\frac{1}{2}$  hours per week.

4



COMPENSATION ADMINISTRATION

Section 1. Compensation

1. Except as provided in subsection 2, the commission to be paid on an account, irrespective of the life of a directory, is a single lump sum payment to be computed by applying the appropriate commission rate as shown in Exhibit B to the net increased amount to be charged to the account for one month, for the advertising concerned.

For the purpose of computing commission, where there is more than one contract for any single customer, all such contracts shall collectively be considered as one account.

For the purposes of computing commission, an account shall be defined as a single signing authority. In the event that such a signor has jurisdiction to authorize Yellow Pages advertising for more than one company, all such companies shall constitute one account (e.g. "serviced with" accounts).

2. In the event that the Montreal, Ottawa or Quebec directory has a life either longer or shorter than twelve months, the commission to be paid in respect of an account for advertising in the directory so affected shall be computed by increasing or decreasing the percentage shown in Exhibit B by one-twelfth for each month by which the life of such directory exceeds or falls short of twelve months.
3. When an adjustment has been made in the amount charged to a customer for advertising in the current issue of the directory, the commission to be paid for advertising to appear in the forthcoming issue of the directory shall be computed as if no adjustment had been made; except that when commission has been charged back to a Directory Sales Representative, "New business commission will be paid up to, but not exceeding, the amount previously charged back, plus commission for the amount of any additional advertising sold to the customer beyond the amount appearing on the existing contract".
4. In the event that a separate Yellow Pages directory, functioning as a supplement to normal and usual Yellow Pages directory coverage, is totally withdrawn from publication by the Company, the resultant loss of revenue shall not constitute a debit in the computation of sales commissions within the terms of the "net by account" system of compensation.
5. If, in the opinion of the Company, it is necessary, under normal conditions of work, to involve a sales management person in the servicing of all or part of an account having been assigned to a sales representative, any commission resulting from such servicing shall be paid to the sales representative to whom the account is assigned.

EXHIBIT C - PART I

Section 5. **TRANSFER TO LOWER WAGE SCHEDULE**

Subject to **Section 3 above, in the event** that a **Premise Sales Representative is transferred, for any reason, to the Telephone Sales group, the existing wage rate shall be maintained for a period of sixty (60) days from the date of such transfer.**



**EXHIBIT C PART II**

**Section 1. Holidays**

**1. The following shall be recognized as Corporation holidays:**

|  |                                     |
|--|-------------------------------------|
| <b>'New Year's Day</b>                       | <b>Dominion Day</b>                 |
| <b>Good Friday</b>                           | <b>Civic Holiday (Ontario only)</b> |
| <b>Easter Monday</b>                         | <b>Labour Day</b>                   |
| <b>Victoria Day</b>                          | <b>Thanksgiving Day</b>             |
| <b>Saint-Jean-Baptiste Day (Québec only)</b> | <b>Christmas Day</b>                |
|  | <b>Boxing Day</b>                   |

- 4. a) When a Corporations holiday falls on a Saturday, except for the Saint-Jean-Baptiste holiday, the Corporation may designate another day as a holiday, or if it does not designate such a day, another day off with pay shall be granted at a time convenient to both parties.**
- b) When the Saint-Jean-Baptiste holiday falls on a Saturday, the Friday immediately preceding shall be observed as the holiday.**

EXHIBIT C - PART II

**Section 4. VACATIONS**

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

**For purposes of this subsection:**

- (a) **for an employee engaged or re-engaged on or before the fifteenth day of the month, service shall be counted from the first day of that month;**
  - (b) **for an employee engaged or re-engaged on or after the sixteenth day of the month, service shall be counted from the first day of the month following.**
2. **An employee, in the years subsequent to his year of engagement or re-engagement, shall first become entitled to a vacation with pay in accordance with the table below in the year in which he is to complete the required number of years of service. The same entitlement applies to each subsequent year, until higher entitlement is attained as indicated in the table below:**

**"WEEKS OF VACATION"**

- (a) **In the year employee is to complete 1 year of service and subsequent years until (b) applies..... 2 weeks**
  - (b) **In the year employee is to complete 3 years of service and in subsequent years until (c) applies..... 3 weeks**
  - (c) **In the year employee is to complete 12 years of service and in subsequent years until (d) applies..... 4 weeks**
  - (d) **In the year employee is to complete 21 years of service and in subsequent years..... 5 weeks**
3. **All vacations are for a full calendar year. The vacation for a particular year may be scheduled during the period of January 1st of that year to the end of April of the following year, it being understood that vacation entitlement is determined in accordance with net credited service in the year for which the vacation is given.**

4. Notwithstanding the provision of paragraph 2 above, an employee shall only be entitled to:
  - (a) his full vacation if he completes six months of service during such year, or
  - (b) one week's vacation if he completes less than six months service during such year.
5. When a Corporation holiday falls on a day of the annual vacation, an employee shall be entitled to an additional day off with pay. This day may be taken by extending the vacation by one day, or on a day convenient to the employee and the Corporation but no later than twelve months from the actual date of the holiday.
6. Vacation schedules shall be prepared each year by the Corporation with due consideration to seniority, provided however, that such schedules shall be arranged as to cause, in the judgment of the Corporation, the least possible interference with efficient performance of the work. In general, vacations shall commence at the beginning of the calendar week unless the demands of the work make this impossible.
7. An employee shall not have the right to carry forward all or part of a vacation from one vacation period to another, or to take two vacations consecutively.
8. When an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the vacation, and is prevented from taking the vacation, the Corporation may reschedule the vacation at a later date in the calendar year for which the vacation is given or by the end of April of the following year.
9. An employee shall be paid during vacation at his average rate of earnings but vacation pay for vacations of two weeks or more shall not be less than the percentage that is determined by the applicable legislation in the respective provinces, as it stands on the date of execution of this Agreement.
10. An employee, before proceeding on a vacation of one week or more, may request an advance payment, not exceeding his average rate of earnings, in accordance with the Corporation's practice, for each of the pay days on which he will be on vacation.
11. At the request of the Union the Corporation agrees to open to renegotiation the terms of Exhibit C, Part II, Section 4 - Annual Vacations, at a time coincident with corporate revisions to the Annual Vacation Plan.

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

\* EFFECTIVE JUNE 1st, 1981

**EXHIBIT C - PART II**

**Section 4. VACATION**

- 2. d) **In the year employee is to complete 21 years of service and in subsequent years until (e) applies . . . . . \* 5 weeks**
  
- \* e) **In the year employee is to complete 31 years of service and in subsequent years.....6 weeks**

**E: BIT C PART II**

**Section 5. Pay in Lieu of Vacation**

**3. An employee with one or more years of net credited service who works six months or more in the year of separation shall be granted the greater of:**

**a) Effective June 1, 1980**

**two weeks pay at his average rate of earnings if his service is less than 3 years; three weeks pay at his average rate of earnings if his service is 3 years but less than 12 years; four weeks pay at his average rate of earnings if his service is 12 years but less than 21 years; five weeks pay at his average rate of earnings if his service is 21 years or more,**

**b) Effective June 1, 1981**

**two weeks pay at his average rate of earnings if his service is less than 3 years; three weeks pay at his average rate of earnings if his service is 3 years but less than 12 years; four weeks pay at his average rate of earnings if his service is 12 years but less than 21 years; five weeks pay at his average rate of earnings if his service is 21 years or more, six weeks pay at average rate of earnings if service is 31 years or more,**

**or**

**c) that percentage of the employee's total earnings for the current calendar year that is determined by the applicable legislation in the respective provinces, as it stands on the date of execution of this Agreement.**

**4. An employee who works less than six months in the year of separation shall be granted the greater of:**

**a) one week's pay at his average rate of earnings**

**or**

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

EXHIBIT C **PART II**

**Section 7.**

**Unpaid leave of absence concerning maternity, paternity and adoption shall be granted and shall not be less than that provided for in the appropriate provincial legislation.**

**Renumber sections 7, 8, 9 and 10 to become 8, 9, 10 and 11.**

**EXHIBIT C - PART II**

**Section 10. DAY, OFF FOR PREMISE SALES REPRESENTATIVES**

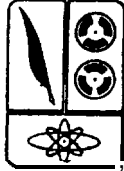
- 1. All Premise Sales Representative, having completed six months service within the bargaining unit, will commence entitlement of one day off every three (3) months worked in the calendar year.**
- 2. Compensation for such day to be the payment of salary only.**
- 3. Assignments will not be reduced in consideration of this time off.**
- 4. Such day to be taken as follows:**
  - (a) one day to be taken during the three months following the period during which the time was earned,**
  - or**
  - (b) two days to be accumulated during the two consecutive three month period after the time was earned and to be taken in the next period; such days could be taken together with the current entitlement.**
- 5. If the employee works less than 6 weeks of the three month period due to vacation, S.D.B. or leave of absence, one half day will be granted.**
- 6. If the employee works 6 weeks, and any one day of the other 6 weeks, within the specified three month period, one full day will be granted.**
- 7. If mutually agreed by the Corporation and the employee, such time may be taken in half days subject to the terms and conditions outlined above.**
- 8. If the scheduled days off are not taken as prescribed above, they shall be forfeited by the employee. Pay in lieu of such days off will not be provided.**
- 9. Control and reporting required under the plan will be the sole responsibility of the Sales Manager.**
- 10. Designated periods of earning and entitlement shall be: Jan./Feb./Mar.; Apr./May/June; July/Aug./Sept.; Oct./Nov./Dec.**
- 11. Scheduling or re-scheduling of such days off to be subject to the requirements of the job.**

**Renumber Section 10 to become Section 11.**

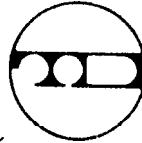
COLLECTIVE AGREEMENT

BETWEEN

OFFICE AND PROFESSIONAL  
EMPLOYEES' INTERNATIONAL UNION,  
LOCAL 57



AND



**TÉLÉ-DIRECT LTÉE**

DIRECTORY SALES REPRESENTATIVES  
EASTERN REGION

EFFECTIVE JUNE 1, 1978



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COLLECTIVE AGREEMENT

THIS AGREEMENT is made in duplicate this 12th day of June 1978,

BETWEEN:

OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION, LOCAL 57, the bargaining agent duly certified in the Province of Quebec and in Ottawa, and duly recognized in Sudbury, hereinafter referred to as the "Union",

OF THE FIRST PART;

— and —

TEL&DIRECT LTÉE hereinafter called the "Company",

OF THE SECOND PART;

WHEREAS, the Union requested the Company to enter into negotiations with a view to the completion of a collective agreement, replacing the Collective Agreement dated the 1st day of June 1976;

1. To establish the rates of pay, hours of work and other working conditions for such of the employees as are employed in any of the occupations listed in Exhibit B attached hereto, and
2. To establish a procedure for final settlement without stoppage of work, on application of either party, of differences concerning the interpretation or alleged violation of any of the provisions of this Agreement; and

— 1 —

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

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

#### ARTICLE I APPLICATION

The provisions of this Agreement shall apply to employees within the definition of the word "employee" in Article 2 of this Agreement.

If a new sales representative position is established, which involves employees as defined in Article 2 (Definitions), the Company agrees to give the Union a minimum of **60** days notice. The Company further agrees to discuss, to a mutually acceptable conclusion, rates of pay, compensation treatment and working conditions of such aforementioned jobs such conclusion to be subject to the provisions outlined in Article **15** and Article **16** of this Agreement.

In establishing new rate of pay and commission, the parties or the arbitrator shall do it in relation to existing wage schedules and commission rates existing in the Agreement.

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

ARTICLE 2  
DEFINITIONS

For purposes of this Agreement,

Employee means a salesperson covered by the certification and recognition issued by the Ontario and Quebec Labour Board but does not include:

- (a) a person who is employed in a confidential capacity in matters relating to labour relations, or
- (b) management personnel.

Probationary employee means an employee having less than six (6) months net credited service.

Representative means an employee who has been elected to represent a group of employees, and whose election as such has been certified by the Union to the Company.

Voting Unit: each of the employee groups which are subject to this Agreement and are located respectively in Ottawa, Sudbury or in the province of Quebec shall constitute a separate voting unit.

Unit means the employee groups collectively which are subject to this Agreement.

Average Rate of Earnings in the case of any employee means his current wage rate per day plus the per day average of the sum of the commissions and other payments in lieu of commission paid to the employee for the sales periods which are included in the Payroll Department's latest twelve months' report, (or for the sales periods during which the employee has been actually engaged in selling as a Directory Sales Representative if he or she has been so engaged for less than the full period covered by the said report).

The per day average is computed on the number of working days plus Company holidays in the twelve **months, or shorter period.**

New Business means the amount to be charged for advertising sold for the forthcoming directory issue to a customer with no advertising in the current directory.

Renewed Business means the amount to be charged for advertising sold to a customer for the forthcoming directory issue, when such amount is equal to or less than the amount charged for advertising in the current directory, to the customer, or to his predecessor whose business he has acquired and whole telephone number he has assumed.

Increased Business means:

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

ARTICLE 3  
BASIC HOURS OF WORK

The basic hours of work are set forth in Exhibit A attached hereto and forming part of this Agreement.

ARTICLE 4  
COMPENSATION

Section 1

The compensation for the occupations covered by this Agreement is set forth in Exhibit B attached hereto and forming part of this Agreement and, notwithstanding the date of this Agreement, shall be applicable from the date shown in Exhibit B until termination of this Agreement.

Section 2

The associated administration is set forth in Exhibit C, attached hereto and forming part of this Agreement.

ARTICLE 5  
OTHER WORKING CONDITIONS

Other working conditions provided for in this Agreement are set forth in Exhibit D, attached hereto and forming part of this Agreement.

ARTICLE 6  
SENIORITY

Company Seniority for the purpose of this Agreement shall be determined by the Net Credited Service as shown on the Company records and be **recognized** as Company Seniority.

Bargaining Unit Seniority for the purpose of this Agreement shall be determined from the most recent date of entry into the bargaining unit and shall govern all employees hired, **re-hired** or transferred from affiliated companies into the position of Sales representative on or after June 1, 1978.

A complete list of seniority, indicating both Company and Bargaining Unit seniority, shall be posted on the date of signing this Agreement, and revised annually. A copy shall be forwarded to the President of the unit.

In all cases of transfer or lay-off or recall or demotion or up-grade to positions within the bargaining unit, the Bargaining Unit seniority of employees shall govern when all other pertinent factors are relatively equal.

When a bargaining unit employee is transferred or promoted to a position outside of the bargaining unit, he shall retain all of his Company and Bargaining Unit seniority rights upon return to the bargaining unit.

ARTICLE 7  
LAY-OFF

Notice of lay-off shall be given to an employee and the Union at least one (1) month prior to the lay-off.



ARTICLE 8  
DISMISSAL, SUSPENSION, DEMOTION

Section 1

The Company may dismiss, suspend or demote an employee, or take disciplinary action for sufficient and reasonable cause.

Section 2

Notwithstanding the provisions of Section 1 above, the Company retains the right to terminate the employment of a probationary employee.

ARTICLE 9  
NUMBER OF EMPLOYEE REPRESENTATIVES  
AND NOTIFICATION TO THE COMPANY

The number of representatives shall not exceed **13**. The Union agrees to notify the Company of the name of each representative and of the Company operating unit in which he acts as a representative.

ARTICLE **10**  
NOTIFICATION TO REPRESENTATIVES

Section 1

The Company agrees to advise the representative concerned when an employee is hired, transferred, or promoted to a management position. Such advice will be given to the representative at the time the employee is informed or immediately thereafter.

Section 2

The Company agrees to give as much prior notice as

**circumstances permit to the representative of the employee concerned of any contemplated dismissal, suspension, demotion or disciplinary action.**

Section 3

When the Company deems it necessary to take immediate action in dismissing, suspending, demoting or disciplining any employee, the Company shall advise the representative of the employee concerned at the time the employee is informed or immediately thereafter.

**ARTICLE 11**  
**CHANGE IN STATUS OF REPRESENTATIVES**

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

**ARTICLE 12**  
**LEAVE OF ABSENCE FOR**  
**UNION REPRESENTATIVE**

Subject to service requirements, as determined by the Company, leave of absence without pay will be granted to not more than two elected representatives of the Union to attend Union meetings or conferences, providing a request for such leave is made to the Company in writing five days prior to the date of the leave of absence.

**ARTICLE 13**  
**DEDUCTION OF REGULAR DUES**

Section 1

As a condition of employment each employee shall

have regular union dues deducted from his wages.

#### Section 2

The Company agrees to make regular monthly union dues deductions from the wages of employees in such amount as may from time to time be certified to the Company by the Secretary-Treasurer of the Union, until the employee is assigned to a position not covered by this Agreement with the Union other than in an acting or temporary capacity for three (3) months or less.

The Company further agrees to remit the money so deducted in the calendar month following that of deduction, to the Secretary-Treasurer of the Union by cheque payable to the order of the Union.

The method of making deductions and of remitting to the Union shall be determined by the Company.

#### Section 3 — Province of Ontario

Each employee will present to the Company a signed dues deduction **authorization** card duly approved by the Company and shall have regular monthly union dues deducted from his wages.

#### Section 4

The Union agrees to indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Company in reliance upon certifications referred to in Section 2 of this Article 13.

**ARTICLE 14**  
**EMPLOYEE INFORMATION**

Section 1

The Company will provide reasonable space for Union notices on Company bulletin boards on premises where employees are located. Two copies of notices will be submitted to the General Manager for approval and one to be initialed by him, or his superior, and returned to the Union as authority to post notices on such boards.

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

Section 2

The Company will provide each employee with a copy of this Agreement.

**ARTICLE 15**  
**GRIEVANCES**

Section 1

Grievances of an individual employee or groups of employees, handled by the Union at the request of the employee or employees, shall be processed in accordance

with Sections 2, 3, 4, 5, 6 and 7 of this Article, and not in any other manner, provided that each grievance is presented to the Company within 45 calendar days from the date of the last occurrence on which such grievance is based.

Section 2

Step 1

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

(b) When the employee's immediate supervisor is a Sales Manager, Section 3 of this Article shall apply.

Section 3

Step 2

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

Section 4

Step 3

The grievance, which shall be in writing, may be presented by the Union representative to the appropriate

District Sales Manager, who shall have 3 working days in which to render a decision.

Section 5

Step 4

The grievance, which shall be in writing, may be presented by the Union representative, accompanied by the President or Vice-President of the unit to the General Manager — Directory (East), who shall have 5 working days in which to render a decision.

Section 6

Step 5

The grievance, which shall be in writing, may be presented by the Union representative, accompanied by the President or Vice-President of the unit and the International Representative of the Union, to the Vice-President — Directory Operations of the Company.

The decision of the Vice-President — Directory Operations under this section shall be given in writing to the Union representative within 5 working days **following** the presentation of the grievance to him. A grievance which relates to the interpretation, application, administration or alleged violation of any provision of this Agreement, which is not settled within five working days following the decision of the Vice-President — Directory Operations, may be referred to an arbitrator in accordance with Article 16 of this Agreement, by either party upon written notice to the other party.

A grievance which is not related to the interpretation or alleged violation of this Agreement may not be referred to an arbitrator.

#### Section 7

If the Union fails to advance the grievance within 10 working days of the disposition at each step, the grievance shall be deemed to be resolved. If the Company does not render a decision, or if the grievance is not settled at Steps 1, 2, 3, 4 or 5 within the prescribed time limits, the grievor may proceed immediately to the next step. Time limits may be altered by mutual agreement in writing.

#### Section 8

When a grievance is being handled by a representative of the Union, the Company will not endeavour to adjust the grievance with the employee involved without prior notice to the representative. 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 representative. No such grievance will be deemed to have been settled without the concurrence of the employee's representative.

#### Section 9

The right of the individual employee or groups of employees to adjust their grievances personally with the management of the Company through the regular supervisory channels is not restricted by this Agreement, except as provided in Section 8 of this Article.

**ARTICLE 16**  
**ARBITRATION**

Section 1

Whenever a difference between the Union and the Company relating to the interpretation or alleged violation of this Agreement is not settled within ten working days following the presentation of a grievance to the Vice-President — Directory Operations of the Company, in accordance with Section 6 of Article 15 of this Agreement, either party may institute arbitration proceedings within thirty (30) working days after the presentation of the grievance to the Vice-President — Directory Operations of the Company, but not 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 or alleged violation of this Agreement.

Section 2

In the event that it becomes necessary to submit any matters to arbitration, the parties will endeavour in each instance to agree upon and appoint a single arbitrator, within 5 working days after the service by either party upon the other of written notice to arbitrate. If the parties fail to agree upon the appointment of an arbitrator, application may be made by either party, on written notice to the other, to the Minister of Labour, to appoint as arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements.

Section 3

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, or to add any new provisions, and in reaching his decision he shall be bound by the terms and provisions of this Agreement.

#### Section 4

Notwithstanding the provisions of Section 3, in reaching a decision on a grievance related to dismissal, suspension, demotion or disciplinary action, the arbitrator shall have the authority to:

- (a) affirm the Company's action and dismiss the grievance,
- (b) set aside the penalty imposed by the Company and restore the grievor to his former position with or without compensation,
- (c) vary or alter the penalty imposed by the Company as the arbitrator may deem just and reasonable in the circumstances.

#### Section 5

The arbitrator shall, before the hearing, require the representatives of the parties to attend before him to define the question of interpretation or alleged violation to be arbitrated, and to establish the procedure to be followed at the hearing. The arbitrator's fees in connection with this attendance shall be borne by the Company. All steps in connection with the arbitration shall be taken as expeditiously as possible.

Section 6

Except as provided in Section 5 of this Article, the parties shall each bear one-half of the fees and expenses of the arbitrator and of any clerk or stenographer whom he may require and except as aforesaid, each party shall bear all expenses incurred by it, ~~whether~~ of witnesses, the attendance of witnesses and representatives, exhibits or otherwise.

Section 7

The decision of the arbitrator shall be final and binding on the parties. Such decision shall not have retroactive effect prior to the date the grievance was presented in writing to the Company.

**ARTICLE 17**  
**BARGAINING PROCEDURE**

Section 1

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

Section 2

The International Representative of the Union may take part in all negotiations upon the demand of the Union or the Company.

Section 3

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

**ARTICLE 18**  
**TIME ALLOWANCE**

Section 1

The Company agrees that during working hours:

- (a) an employee having a grievance may confer with his representative or with management, and
- (b) representatives may handle grievances,

without deduction of the time so occupied in the computation of time worked for the Company, and without deduction of wages in respect thereof; provided, however, that each employee or representative must arrange with his immediate supervisor, subject to service requirements, for all time off the job required for the above purposes.

Section 2

The Company agrees that during working hours any **authorized** bargaining representative of the Union as described in Article 17, Section 1 of this Agreement may attend Collective Bargaining Meetings or Union-

Management Consultative Meetings without deduction of time so occupied in the computation of time worked for the Company. Each **authorized** representative shall be paid while so occupied at his average rate of earnings, provided however that such representative must arrange with his immediate supervisor, subject to service requirements, for all time off the job required for the above purposes.

For the purpose of this Article, the handling of grievances shall be limited to the steps provided for in Article 15 of this Agreement.

#### **ARTICLE 19** VALIDITY OF AGREEMENT

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

#### **ARTICLE 20** CANCELLATION OF PREVIOUS AGREEMENT

The Agreement, from its effective date, supersedes and cancels the Collective Agreement between the Company and the Union, applying to employees as defined in Article 2 of this Agreement and dated the 1st day of June 1976.

ARTICLE 21  
DURATION

This Agreement shall become effective on the 1st day of June, 1978 and shall be and remain in force for the term of twenty-four months from said date and, unless then terminated by written notice given by either party to the other between the sixtieth (60th) and thirtieth (30th) day prior to the 31st day of May 1980 shall continue in full force and effect thereafter until terminated at any time by two months written notice. Notice shall be sufficient with respect to the Union if addressed to the International Representative of the Office and Professional Employees' International Union, Local 57, at Suite 26, 1290 St. Denis Street, Montreal H2X 3J7, in the Province of Quebec and with respect to the Company if addressed to the Secretary of the Company at 1600 Dorchester Blvd. W., Montreal H3H 1P9, in the Province of Quebec.

WITNESS CLAUSE

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 12th day of June 1978.

**Télé-Direct Ltée**

Office and  
Professional  
Employees'  
International Union  
Local **57**

by J.P. Wright,

by Ian Ford

Asst. Vice-President —  
Personnel & Labour Relations

**M.P. Tassé**

**P. Melfo**

District Sales Manager —  
Telephone Sales & National  
Accounts

Romeo Corbeil  
its duly authorized  
bargaining  
representatives.

**EXHIBIT A**

BASIC HOURS OF WORK

(As referred to in Article 3 of this Agreement)

The basic hours of work shall be a minimum of **37½** hours per week.

Signed for Identification

**J.P. Wright**  
On behalf of the Company

**Roméo Corbeil**  
On behalf of the Union

COMPENSATION  
(As referred to in Article 4 of this Agreement)

DIRECTORY SALES REPRESENTATIVES

| 12 Month<br>Intervals                                    | Premise<br>Sales | Telephone<br>Sales |
|--|------------------|--------------------|
| EFFECTIVE JUNE 1, 1978<br>WAGE SCHEDULES — MONTHLY RATES |                  |                    |
| 2  | \$ 940.          | \$590.             |
| 3  | 1005.            | 620.               |
| 4  | 1140.            | 680.               |
| COMMISSION RATES   |                  |                    |
| New &<br>Increased<br>Business                           | 144%             | 138%               |
| EFFECTIVE JUNE 1, 1979<br>WAGE SCHEDULES — MONTHLY RATES |                  |                    |
| 1  |                  | \$630.             |
| 2  | \$1040.          |                    |
| 3  | 1170.            | 690.               |
| 4  | 1240.            | 720.               |
| COMMISSION RATES   |                  |                    |
| New &<br>Increased<br>Business                           | 144%             | 144%               |

Signed for Identification

**J.P. Wright**  
On behalf of the Company

**Roméo Corbeil**  
On behalf of the Union



EXHIBIT C  
PART I

COMPENSATION ADMINISTRATION  
(As referred to in Article 4 of this Agreement)

GENERAL

Section 1 — Compensation

1. Except as provided in subsection 2, the commission to be paid on an account, irrespective of the life of a directory, is a single lump sum payment to be computed by applying the appropriate commission rate as shown in Exhibit B to the amount to be charged to the customer for one month for the advertising concerned.

For the purpose of computing commission, where an employee services more than one contract for a customer with advertising in one Yellow Pages section of a directory, all such contracts shall collectively be considered as one account.

2. In the event that the **Montréal**, Ottawa or **Québec** directory has a life either longer or shorter than twelve months, the commission to be paid in respect of an account for advertising in the directory so affected shall be computed by increasing or decreasing the percentage shown in Exhibit B by one-twelfth for each month by which the life of such directory exceeds or falls short of twelve months.

EXHIBIT C  
PART I

3. When an adjustment has been made in the amount charged to a customer for advertising in the current issue of the directory, the commission to be paid for advertising to appear in the forthcoming issue of the directory shall be computed as if no adjustment had been made; except that when commission has been charged back to a Directory Sales Representative, "New business commission will be paid up to, but not exceeding, the amount previously charged back, plus commission for the amount of any additional advertising sold to the customer beyond the amount appearing on the existing contract".
4. If, in the opinion of the Company, it is necessary, under normal conditions of work, to involve a sales management person in the servicing of all or part of an account having been assigned to a sales representative, any commission resulting from such servicing shall be paid to the sales representative to whom the account is assigned.

Section 2 — Wage Increases

1. The time interval from one step to the next on the wage schedule shall be twelve (12) months.
2. Wage increases shall be granted by the Company on the basis of satisfactory performance. Provided performance is satisfactory, the wage increase will be granted at twelve (12) month intervals in accordance with the wage schedule in Exhibit B.

EXHIBIT C  
PART I

3. If performance is not satisfactory, the wage increase will be deferred for a period not to exceed twelve (12) months.
4. When an employee's wage increase is deferred, he and his representative shall be informed of the reasons for such action.
5. The effective day for an increase shall be the first day of the bi-weekly period closest to the first day of the month.
6. Wage increases shall not be made effective while an employee is absent due to leave, accident, sickness or quarantine.

Section 3 — Higher Wage Rates

Under certain conditions, of which the Union shall be notified, higher rates than those provided for in the wage schedule in Exhibit B may be paid by the Company to individual employees, when in the Company's judgment such rates are appropriate.

Section 4 — Special Starting Wage Rate

A special starting rate, effective only during the period of initial training, may be paid to a Directory Sales Representative. No commission shall be paid during the initial training period to a Directory Sales Representative — Premise or to a Directory Sales Representative — Telephone Selling.

Section 5 — Transfer to Lower Wage Schedule

Subject to Section 3 above, in the event that a Premise Sales Representative is transferred, for any reason, to the Telephone Sales group, the existing wage rate shall be maintained for a period of 30 days from the date of such transfer.

Section 6 — Attendance at Training Courses

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

The Company, whenever possible, will group the activities referred to above in periods of one full day.

Section 7 — Attendance at Employee Management  
Committee Meetings

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

EXHIBIT C  
PART I

Section 8 — Pay Days

An employee shall be paid every alternate Wednesday at his current wage rate for the two week period ending on that day, and for commission earned on work completely processed up to the close of business on the Thursday immediately preceding the previous pay day. Pay shall be adjusted for any unpaid absence which occurred during the two week period preceding the pay period.

At any time during the term of this Collective Agreement, the provision related to commission payments in this Section 8 may be renegotiated by mutual agreement; if a satisfactory arrangement is not arrived at as a result of these negotiations, Section 8 shall continue to apply.

EXHIBIT C  
PART II

PAY PRACTICES FOR TIME NOT WORKED

Section 1 — H o l i d a y s

1. The following shall be **recognized** as Company holidays:

| <b>MONTRÉAL</b>          | <b>QUÉBEC CITY</b>       | <b>OTTAWA &amp;<br/>SUDBURY</b> |
|--------------------------|--------------------------|---------------------------------|
| New Year's Day           | New Year's Day           | New Year's Day                  |
| Good Friday              | Easter Monday            | Good Friday                     |
| Victoria Day             | Victoria Day             | Victoria Day                    |
| St. Jean Baptiste<br>Day | St. Jean Baptiste<br>Day | Dominion Day                    |
| Dominion Day             | Dominion Day             | Civic Holiday                   |
| Labour Day               | Labour Day               | Labour Day                      |
| Thanksgiving Day         | Thanksgiving Day         | Thanksgiving Day                |
| Christmas Day            | Christmas Day            | Christmas Day                   |
| Boxing Day               | Boxing Day               | Boxing Day                      |

2. When a Company holiday falls on a Sunday, the Monday immediately following shall be observed as the holiday.
3. When a Company holiday falls on a day Monday to Friday inclusive, it shall be included in the weekly schedule for all employees for that week.
4. When a Company holiday falls on a Saturday, the Company may designate another day as a general day off with pay or if the Company does not designate such a day, the Company shall grant another

EXHIBIT C  
PART II

day off with pay at a time convenient to the employee and the Company.

5. At the request of the Union the Company agrees to open to renegotiation the terms of Exhibit C, Part II, Section 1 — Holidays, at a time coincident with corporate revisions with respect to the number of days **recognized**.

Such negotiations would neither invalidate, nor reopen to negotiations, any other terms of this Collective Agreement, other than those so specified and subject to such specifications.

Section 2 — Holiday Pay

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

Section 3 — Day Off With Pay

1. In addition to the holidays stipulated in Section 1, each employee in the employ of the Company on the day designated by the Company for such purpose, shall be granted a day off with pay, at average rate of earnings.
2. The day off with pay shall be designated by the Company during the period from November 1<sup>st</sup> of the current year to the last day of February of the following year.

EXHIBIT C  
**PART II**

3. When an employee cannot be granted a day off in that period he shall be paid one additional day's pay at average rate of earnings.

**Section 4** — Annual Vacations

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

For purposes of this subsection:

- (a) for an employee engaged or **re-engaged** on or before the fifteenth day of the month, service shall be counted from the first day of that month;
  - (b) for an employee engaged or **re-engaged** on or after the sixteenth day of the month, service shall be counted from the first day of the month following.
2. An employee, in the years subsequent to his year of engagement or **re-engagement**, shall first become entitled to a vacation with pay in accordance with the table below, in the year in which he is to complete the required number of years of service. The same entitlement applies to each subsequent year, until a higher entitlement is attained as indicated in the table below:



EXHIBIT C  
PART II

- (a) In the year employee is to complete 1 year of service and subsequent years until (b) applies . . . . .a..... 2 weeks
  - (b) In the year employee is to complete 3 years of service and in subsequent years until (c) applies . . . \*.....\*.....\*, 3 weeks
  - (c) In the year employee is to complete 14 years of service and in subsequent years until (d) applies . . . . .\*.....\*. 4 weeks
  - (d) In the year employee is to complete 24 years of service and in subsequent years . . . . .5 weeks
3. All vacations are for a full calendar year. The vacation for a particular year may be scheduled during the period of January 1st of that year to the end of April of the following year, it being understood that vacation entitlement is determined in accordance with net credited service in the year for which the vacation is given.
4. Notwithstanding the provisions of paragraph 2 above, an employee shall only be entitled to:
- (a) his full vacation if he completes six months of service during such year, or
  - (b) one week's vacation if he completes less than six months of service during such year.
5. When a Company holiday falls on a day of the annual vacation, an employee shall be entitled to an

EXHIBIT C  
PART II

additional day off with pay. This day may be taken by extending the vacation by one day, or on a day convenient to the employee and the Company but no later than twelve months from the actual date of the holiday.

6. Vacation schedules shall be prepared each year by the Company with due consideration to seniority, provided however, that such schedules shall be arranged as to cause, in the judgment of the Company, the least possible interference with efficient performance of the work. In general, vacations shall commence at the beginning of the calendar week unless the demands of the work make this impossible.
7. An employee shall not have the right to carry forward all or part of a vacation from one vacation period to another, or to take two vacations consecutively.
8. When an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the vacation, and is prevented from taking the vacation, the Company may reschedule the vacation at a later date in the calendar year for which the vacation is given or by the end of April of the following year.
9. An employee shall be paid during vacation at his average rate of earnings but vacation pay for vacations of two weeks or more shall not be less than 4% of the employee's earnings for the preceding calendar year.

EXHIBIT C  
**PART II**

10. An employee, before proceeding on a vacation of one week or more, may request an advance payment, not exceeding his average rate of earnings, in accordance with Company practice, for each of the pay days on which he will be on vacation.
11. At the request of the Union the Company agrees to open to renegotiation the terms of Exhibit C, Part II, Section 4 — Annual Vacations, at a time coincident with corporate revisions to the Annual Vacation Plan.

Such negotiations would neither invalidate, nor re-open to negotiation, any other terms of this Collective Agreement, other than those so specified and subject to such specifications.

Section 5 — Pay in Lieu of Vacation

1. When an employee resigns, is laid off, is dismissed or has completed his work, he shall be granted pay in lieu of vacation for the current calendar year, calculated in the manner set forth in subsections 2, 3, 4 and 5 of this Section.
2. An employee with less than one year's net credited service shall be granted 4% of the employee's earnings for the entire period of current service, reduced by the amount of the pay applicable to any part of a vacation taken by the employee during the same period of service.

EXHIBIT C  
PART II

3. An employee with one or more years of net credited service who works six months or more in the year of separation shall be granted the greater of:
  - (a) two weeks pay at his average rate of earnings if his service is less than 3 years; three weeks pay if his service is 3 years or more but less than 14 years; or four weeks' pay if his service is 14 years or more but less than 24 years; five weeks pay if his service is 24 years or more,
  - or
  - (b) 4% of the employee's earnings for the current calendar year.
4. An employee with one or more years of net credited service who works less than six months in the year of separation shall be granted the greater of:
  - (a) one week's pay at his average rate of earnings,
  - or
  - (b) 4% of the employee's earnings for the current calendar year.
5. The amount of pay in lieu of vacation to be granted in accordance with subsections 3 and 4 of this Section shall be reduced by the amount of the pay applicable to any part of a vacation for the current calendar year taken by the employee before he left the Company's service.

EXHIBIT C  
PART II

Section 6 — Absence Due to Sickness or Quarantine  
Prior to the Eighth Full Calendar Day of  
Absence

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

Section 7 — Absence Due to Jury Duty

An employee who is absent due to jury duty or subpoenaed as a witness shall be paid at his average rate of earnings.

Section 8 — **Absence** Due to Death **in** the Immediate  
**Family**

An employee shall be granted time off at average rate of earnings for any necessary period, not exceeding three days, occasioned by the death of a close relative. The Company may extend this period of absence to one week when the bereavement requires the employee to leave the city in which he is employed.

Section 9 — Day-Off for Telephone Sales Representa-  
tives

1. All Telephone Sales Representatives, having completed six months service within the bargaining unit, will commence entitlement of one day off every two months worked during the calendar year, in ac-

cordance with paragraph 11.

2. All Telephone Sales Representatives, having completed twelve months service within the bargaining unit, shall be entitled to select one additional day off during the calendar year, subject to the terms and conditions identified below, except those noted in paragraphs 5, 6, 7 and II.
3. Compensation for such days to be the payment of salary only.
4. Assignments will not be reduced in consideration of this time off.
5. Such day off to be taken as follows:
  - (a) one day to be taken during the two months following the period during which the time was earned,
  - or
  - (b) two days to be taken the six months following the period during which the time was earned.
6. If the employee works less than one month of the two month period due to vacation, **S.D.B.** or Leave of Absence, one half day off will be granted.
7. If the employee works one full month, and any one day of the other month, within the specified two month period, one full day off will be granted.

EXHIBIT C  
PART II

8. If mutually agreed by the Company and the employee, such time may be taken in half days subject to the terms and conditions outlined above.
9. If the scheduled days off are not taken as prescribed above, they shall be forfeited by the employee. Pay in lieu of days off will not be provided.
10. Control and reporting required under the plan will be the sole responsibility of the Assistant Sales Manager.
11. Designated periods of earning and entitlement shall be: **Jan./Feb.; Mar./Apr.; May/June; July/Aug.; Sept./Oct.; Nov./Dec.**
12. Scheduling or rescheduling of such days off to be subject to the requirements of the job.

**Section 10 — Travel Time**

When an employee is required by Company instructions to travel from one locality to another by motor car, the time allowance for travel as determined in accordance with the following principles shall be considered as forming part of the basic hours of work:

- (a) time allowance shall be related to the total mileage between the localities as follows:
  - 1) mileage 1 to 50 miles — 15 minutes for each 10 miles or fraction thereof,

EXHIBIT C  
PART II

2) mileage over **50** miles — **15** minutes for each **12** miles or fraction thereof.

(b) Mileage for the purpose of computing the travel allowance shall be that between **recognized** central points in the localities and provided by:

- 1) the provincial department(s) of highways, or if not available,
- 2) the Touring Club of Montreal, or if not available,
- 3) mutual agreement between the Company and the Union.

To the extent the job situation permits, in the judgment of the Company, the preference of the majority of the employees will be considered in determining the reporting and departure times for the group.

Signed for Identification

J.P. Wright

Romeo Corbeil

On behalf of the Company

On behalf of the  
Union



EXHIBIT D

OTHER WORKING CONDITIONS

(As referred to in Article 5 of this Agreement)

REIMBURSEMENT FOR EXPENSES

The Company agrees to pay transportation expenses, by common carrier, private automobile or other means, at rates approved by the Company, which are necessarily incurred by an employee. In the case of private automobiles used on Company business, the extent of the Company's liability shall be a flat average amount paid to each sales employee. Any additional automobile expenses incurred by employees in the performance of the job, either capital or operational, shall be borne solely by the employee.

The Company agrees to pay board and lodging expenses, at rates approved by the Company, which are necessarily incurred by an employee. Such payments shall be a flat average amount paid to each employee based upon average meal and **accomodation** rates. Any additional expenses incurred by employees in the performance of the job shall be borne solely by the employee.

These amounts shall be computed on a personal expense basis only and shall not include promotional or account development expenses.

Signed for Identification

**J.P. Wright**

On behalf of the Company

**Roméo Corbeil**

On behalf of the Union

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