

COLLECTIVE AGREEMENT

BETWEEN

BELL ACTIMEDIA INC. (Eastern Region)
(hereinafter referred to as the "Employer")

and

**SYNDICAT DES EMPLOYÉES ET EMPLOYÉS
PROFESSIONNELS-LES ET DE BUREAU, section locale
57
UIEPB - CTC - FTQ**
(hereinafter referred to as the "Union")

**DIRECTORY SALES REPRESENTATIVES
EASTERN REGION
2000 - 2002**

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PURPOSE

The purpose of the Collective Agreement is to:

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

ARTICLE 1 APPLICATION

- 1.01 The provisions of this Agreement shall apply to employees within the definition of the word “**employee**” in article 3.
- 1.02 The Employer agrees to give the Union a minimum of sixty (60) days of written notice if it creates a new function or substantially modifies the working conditions in one or more positions in an existing function.
- 1.03 The Employer further agrees to negotiate with the Union, to a mutually acceptable conclusion:

1. The inherent working conditions for this new function or substantially modified position, including, as required, the changes necessary to the Agreement due to the creation of this function or substantial modification of this position.
2. Rates of pay.
3. Compensation treatment (commission rates, as required).

1.4 Where the parties do not reach a satisfactory agreement on the items enumerated in Paragraph 1.03, the Employer shall make the decision it deems necessary. Either party may submit the disagreement to arbitration in accordance with the provisions of Articles 10 and 11.

1.5 Notwithstanding Paragraph 11.03, the arbitrator shall have the powers of an interest arbitrator provided for in the *Labour Code*, and shall have jurisdiction solely over the items enumerated in Paragraph 1.03 and forming the subject of a disagreement. In establishing a new wage and commission schedule, the contracting parties or the arbitrator shall use as a basis the wage schedules, commission rates, or a combination of the two, which is or are in effect under the terms of this Agreement.

1.06 The sale of Yellow Pages print products shall

continue in accordance with past practice.

The Employer shall continue assigning to Sales representatives covered by this Agreement the sale of other products, provided that such products are sold by the Employer. It is understood that MontrealPlus.ca is part of these products.

Any modification to this practice must be preceded by constructive negotiations with the Union.

Notwithstanding any provision of this Agreement, the Employer may, for trial purposes only, assign the sale of new products to individuals or legal persons of its choice. Such trial cannot exceed twelve (12) months and in no circumstances can the trial sales team exceed ten (10) persons.

The term "product" means product and/or service.

ARTICLE 2 DISCRIMINATION

- 2.01 The Employer and the Union agree that they shall not discriminate against any employee for reason of pregnancy, Union membership, marital status, race, colour, sex, age, religion, national origin, sexual orientation or for exercising any rights under this Agreement. The Employer and the Union agree to work together in order to ensure environment which is free from harassment.
- 2.02 Use in this Agreement of the masculine gender shall be construed as including both male and female employees, and not as specific sex designation.

ARTICLE 3 DEFINITIONS

- 3.01 (a) **“Employee”** means a sales representative as defined in the certification issued by the Québec and Ontario Labour Relations Boards, but does not include:
- (1) a person who is employed in a confidential capacity in matters relating to labour relations,
 - (2) management personnel.
- (b) **Probationary Period**

1. All new employees shall be subject to a probationary period (including an initial training period). This probationary period shall be one hundred and fifty-five (155) days worked.
 2. An employee who is dismissed or laid off by the Employer during his probationary period shall not have recourse to the grievance procedure.
- (c) “**Union Steward**” means an employee who has been elected to represent a group of employees, and whose election as such has been certified by the Union to the Employer.
- (d) “**Voting unit**”: each of the employee groups which are subject to this Agreement and are located respectively in Ottawa or in the Province of Québec shall constitute a separate voting unit.
- (e) “**Bargaining unit**” means the employee groups collectively which are subject to this Agreement.
- (f) “**Average rate of earnings**” means an employee’s current wage rate (salary) per day, the Internet incentive (average per day), plus the per-day average of the sum

of the commissions and other payments in lieu of commissions paid to the employee for the sales periods which are included in the Payroll department's latest twelve (12) month report (or for the sales periods during which the employee has been actually engaged in selling if he has been so engaged for less than the full period covered by said report).

The per-day average is computed based on the number of working days plus Employer-authorized holidays in the twelve (12) month or shorter period.

- (g) “**Renewed business**” means the amount to be charged for advertising renewed for the forthcoming directories, where such amount is equal to or less than the amount charged for advertising in the current directories without taking into account the rate increases, to the customer, or to his predecessor whose business he has acquired and whose telephone number he has assumed.
- (h) “**Rate increase**” means the price-up determined by the Employer which would be applicable to renew the same advertising in the forthcoming issue of the same directory.

- (i) **“Increased business”** means:
 - (1) that part of the amount to be charged for advertising sold to a customer for the forthcoming directory issue which is in excess of the amount charged to this customer for advertising in the current directory at forthcoming directory issue rates,

or
 - (2) where the rates for the forthcoming issue of the directory are reduced as a result of a general or specific rate revision or as a result of the directory being assigned to a lower rate band, that part of the amount to be charged to the customer for advertising in the forthcoming directory issue which is in excess of the amount charged to this customer for advertising in the current directory, reduced by the amount of the applicable rate reduction.
- (j) **“New business”** means the amount to be charged for advertising sold for the forthcoming directory issue to a customer with no advertising in the current directory.
- (k) **“Function”** means an organized grouping of a certain number of tasks.

The list of functions appears in Appendix "A" of the Agreement.

- (l) "**Position**" means the assignment of an employee to one of the functions appearing in Appendix "A" of the Agreement. Each employee shall occupy a position in a business centre.
- (m) "**Transfer**" means the transfer of an employee from one position to another within the same function.

ARTICLE 4 DEDUCTION OF REGULAR DUES

- 4.01 As a condition of employment, each employee shall have regular union dues deducted from his wages.
- 4.02 The Employer agrees to make regular monthly union dues deductions from the wages of employees in such flat amount as may from time to time be certified by the Secretary-Treasurer of the Union, until the employee is assigned to a position not covered by this Agreement, other than in an acting or temporary capacity for three (3) months or less.
- 4.03 The Employer 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 unit's executive shall receive each month a copy of the report of union dues so paid.

Union dues deducted for the unit shall be paid directly to the secretary treasurer of said unit.

- 4.04 The method of making deductions and of remitting to the Union shall be determined by the Employer.
- 4.05 Each employee working in the Province of Ontario who presents to the Employer a signed dues deduction authorization card duly approved by the Employer shall have regular monthly union dues deducted from his wages.
- 4.06 The Union agrees to indemnify and save the Employer 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 Employer with regard to the amounts stipulated in Paragraph 4.02.

**ARTICLE 5
EMPLOYEE INFORMATION**

- 5.01 The Employer shall provide reasonable space for

Union notices on the Employer's bulletin boards on premises where employees are located. Two copies of notices shall be submitted to the Manager - Personnel and Labour Relations (E.R.) for approval, and one shall be initialed by him, or his superior, and returned to the Union as authority to post notices on such boards.

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

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

The Employer shall provide each new employee with an induction documentation package prepared by the Union. This documentation shall contain legitimate information for new bargaining unit members.

**ARTICLE 6
UNION STEWARDS**

- 6.01 The number of Union Stewards shall not exceed fourteen (14). The Union agrees to notify the Employer of the name of each Union Steward, the business centre in which he acts as a Union Steward or the group of employees he represents.

- 6.02 Before changing the status of any Union Steward

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

- 6.03 The Employer agrees to advise in writing the Union Steward concerned where an employee is hired, transferred or promoted. Such advice shall be given to the Union Steward at the time the employee is informed or immediately thereafter.

Leave of Absence for Union Stewards

- 6.04 (a) Subject to service requirements, as determined by the Employer, leaves of absence paid at the basic salary rate shall be granted to up to five (5) elected Union Stewards at a time to attend to Union business. Such leaves shall amount to a maximum of thirty (30) working days during a calendar year for the entire group of Union Stewards.
- (b) In addition to the number of Union Stewards allowed in Paragraph 6.01, during a calendar year, a maximum of three (3) other employees designated by the Union may act as Union Stewards and be included in the number of Union Stewards provided for in (a) above.

- 6.05 Periods of longer duration may be granted subject to Employer approval.

- 6.06 Leave of absence of up to three (3) days, at the average rate of earnings, may be granted to a maximum of four (4) employees elected as executives of the unit, for the purpose of preparing for contract negotiations with the Employer.

- 6.7.1 Requests for such leave of absence must be submitted to the Employer in writing at least five (5) days prior to the date of the leave.

- 6.08 The Union President is granted a leave to attend to union business for a maximum of twelve (12) days per year. He shall be paid at his average rate of earnings and market cards shall be taken from him.

6.09 **Labour Relations Committee**

The parties shall form a joint labour relations committee composed of a total of four (4) members. Each party shall designate its two (2) representatives.

This committee, which is consultative, shall study any question, including grievances, for which the parties have a common interest in finding a solution.

The committee shall determine its procedures.

The two (2) representatives appointed by the Union who participate in this committee shall be paid at their average rate of earnings by the Employer for time spent in meetings.

**ARTICLE 7
TIME ALLOWANCE**

- 7.01 The Employer agrees that, during working hours:
- (a) an employee who has or believes he has a grievance may confer with his Union Steward or with management, and
 - (b) Union Stewards may handle grievances, without deduction of the time so occupied in the computation of time worked for the Employer, and without deduction of wages in respect thereof, provided however that each employee or Union Steward arranges with his immediate superior, subject to service requirements, for all time off the job required for the above purposes.
- 7.02 The Employer agrees that, during working hours, any authorized bargaining representative of the Union, (as described in Paragraph 8.01 but subject to substitution) may attend Collective Bargaining Meetings or Union-Management Consultative Meetings without deduction of the

time so occupied in the computation of time worked for the Employer. Each authorized bargaining representative shall be paid while so occupied at his average rate of earnings, provided however that such representative arranges with his immediate superior, subject to service requirements, for all time off the job required for the above purposes.

- 7.03 For the purposes of this Article, grievances shall be handled as stipulated in Article 10.

**ARTICLE 8
BARGAINING PROCEDURE**

- 8.1 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 six (6) employees, on the one hand, and the designated bargaining representatives of the Employer, on the other. An authorized bargaining representative from each city where, at the date of signing of this Agreement, the Employer has work locations must take part in all negotiations.

Upon presentation of invoices, the Employer shall reimburse expenses incurred by the Union for negotiating renewal of the Agreement. This reimbursement is limited to the equivalent of two (2) times the average of committee members' average rate of earnings, and this, for each day of such negotiating between the parties.

- 8.02 The full-time Union Representative may take part in all negotiations upon the request of the Union or the Employer.
- 8.03 No agreement resulting from collective bargaining as herein provided shall be deemed to have been concluded until it is reduced to writing and signed by the authorized bargaining representatives of the Union and by the designated bargaining representatives of the Employer. An agreement

so signed shall take effect as and from the effective date specified therein.

**ARTICLE 9
DISCIPLINE AND DISMISSAL**

- 9.01 (a) Any disciplinary measure which the Employer believes it must impose on an employee must be sent to the employee in writing and must contain the reasons for such measure. A copy of the disciplinary measure shall be sent to the Union Steward within two (2) working days following such measure.

The Employer recognizes that it must proceed diligently and avoid any undue delay when it decides to impose disciplinary action on one of its employees.

Except in extraordinary circumstances, such delay shall not exceed thirty (30) working days from the date the Employer had sufficient awareness of the incident and its circumstances to make a decision.

- (b) In order to be placed in the employee's file, verbal warnings must have been confirmed in writing to the employee, with a copy to the Union.

- (c) No employee shall receive a written reprimand or a written warning, be suspended, demoted or dismissed for any reason except for just cause.
- (d) The Employer shall assume the burden of proof for all written warnings, suspensions, demotions and dismissals. Such measures shall be subject to the grievance and arbitration procedure.

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

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

9.04 All disciplinary measures referred to in Paragraph 9.01 shall form and become part of the employee's file.

A disciplinary measure shall be removed from the file twenty-four (24) months following the date of such measure.

9.05 Any employee may, after making an appointment with the Director – Personnel and Labour Relations (E.R.) or his representative, inspect this file, accompanied by a management employee

and, if he so wishes, a Union Steward. Sufficient time for this purpose shall be granted during the employee's working hours.

The Employer shall provide the employee with a copy of his file or a part thereof in accordance with his request. The Employer may require that reasonable costs be paid for the transcription or reproduction of the file. The Employer shall notify the employee in advance of the approximate costs to be paid.

9.06 With the employee's consent, the Union Steward shall also have the right, under the conditions stipulated in Paragraph 9.05, to inspect the file, under the same conditions, 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 second step pursuant to Paragraph 9.03, the second step shall be treated as the first step in the grievance procedure for the purposes of inspecting the file.

**ARTICLE 10
GRIEVANCES**

- 10.01 The grievance of an individual employee or a group of employees handled by the Union at the request of the employee shall be processed in accordance with Paragraphs 10.02 to 10.07 inclusive, and not in any other manner, provided that each grievance is presented to the Employer within forty-five (45) calendar days of the date of the last occurrence on which such grievance is based.
- 10.02 All grievances shall be submitted in writing on a standard record of grievance form agreed to by the parties and shall include:
- (a) the grievor's name and function;
 - (b) the nature of the grievance;
 - (c) the remedial measure sought from the Employer;
 - (d) a grievance number identifying that particular grievance; such number shall be assigned by the Employer for reference purposes.

Step 1

- 10.03 The Union Steward and/or employees accompanied by the Union Steward shall submit the grievance to the employee's immediate superior. The immediate superior shall have ten (10) working days following the presentation of the grievance to him in which to render a decision in writing.

Step 2

- 10.04 Where the grievance has not been settled at Step 1, it may be submitted to the Vice-President - Sales (E.R.) of the Employer by the Union Steward, accompanied by the President or Vice-President of the unit and, upon the request of the Employer or Union, the Union Advisor. This meeting shall take place within ten (10) working days of the disposition of the matter at Step 1. The Vice-President - Sales (E.R.) of the Employer shall have ten (10) working days following receipt of the grievance in which to render a decision in writing.
- 10.5 A grievance which is not related to the interpretation, application, administration or alleged violation of this Agreement may not be referred to an arbitrator.
- 10.06 Any grievance which relates to the interpretation, application, administration or alleged violation of

this Agreement, and which pertains to and is in respect of all the employees at any work location, or of all employees within the same job category at a given work location, or of all the employees in the bargaining unit, may be submitted by the Union in accordance with Step 2 of the grievance procedure within forty-five (45) calendar days following the action or circumstances allegedly giving rise to the grievance.

- 10.07 The procedure noted under Paragraph 10.06 shall not in any way constitute recourse beyond the terms and condition noted in Paragraph 10.01 with respect to the processing of individual grievances.

Time Limits

- 10.08 If the Employer does not render a decision, or if the grievance is not settled, the grievance shall be presumed to have been rejected.
- 10.09 Time limits may be altered by mutual written agreement.
- 10.10 Notwithstanding Section 44.6 of the *Ontario Labour Relations Act*, time limits stated to apply in Article 10 are mandatory and subject to the terms and provisions set forth in Paragraphs 10.08 and 10.09.

General

- 10.11 Where a grievance is being handled by a Union Steward, the Employer shall not endeavour to settle the grievance with the employee involved without prior notice to the Union Steward. Where, after such notice, an interview between the employee and management is to take place, the employee shall have the right to be accompanied by a Union Steward. No such grievance shall be deemed to have been settled without the concurrence of the Union Steward and the employee.
- 10.12 The right of an individual employee or group of employees to adjust their grievances personally with the management of the Employer is not restricted by this Agreement, except as provided for in Paragraph 10.11.
- 10.13 Notwithstanding the provisions of Paragraphs 10.03 and 10.04, it is understood that, should the President or Vice-President of the unit be absent or unable to act, one of the two may be replaced by another Union Steward, who shall be authorized to ask for and sign an extension of the required deadlines.

**ARTICLE 11
ARBITRATION**

- 11.01 Wherever a difference between the Union and the Employer related to the interpretation, application, administration or alleged violation of this Agreement is not settled within ten (10) working days following the presentation of the grievance to the Vice-President - Sales (E.R.) in accordance with Paragraph 10.04, either party may institute arbitration proceedings no later than forty (40) working days following the presentation of the grievance to the Vice-President - Sales (E.R.) of the Employer, in the manner set forth below, to have the difference in question determined.
- 11.02 In the event that it becomes necessary to submit any matters to arbitration, the parties shall endeavour in each instance to agree upon and appoint a single arbitrator, within fifteen (15) working days following the service by either party upon the other of written notice to arbitrate. If the parties fail to agree upon the appointment of an arbitrator, application may be made by either party, on written notice to the other, to the Minister of Labour to appoint as arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements.
- 11.03 The arbitrator shall not have any power to alter or change any of the provisions of this Agreement, substitute any new provisions for any existing

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

11.04 Notwithstanding the provisions of Paragraph 11.03, in reaching a decision on a grievance related to a dismissal, suspension, demotion, written warning or disciplinary action, the arbitrator shall have the authority to:

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

11.05 The arbitrator may, before the hearing, require the representatives of the parties to appear before him to define the questions of interpretation, application, administration or alleged violation to be arbitrated, and to establish the procedure to be followed at the hearing. The arbitrator's fees in connection with this appearance shall be borne by the Employer. All steps in connection with the arbitration shall be taken as expeditiously as

possible.

- 11.6 Except as provided for in Paragraph 11.05, the parties shall each bear one-half (1/2) of the fees and expenses of the arbitrator and of any clerk or stenographer whom he may require and, except as aforesaid, each party shall bear all expenses incurred by it, whether of witnesses, the attendance of witnesses and Union Stewards, exhibits or otherwise.

However, a representative designated by the Union shall be released from his work for the hearing of an arbitration case and shall be paid at his average rate of earnings (and market cards shall be taken from him).

- 11.07 The decision of the arbitrator shall be final and binding on both parties.

**ARTICLE 12
COMPENSATION ADMINISTRATION**

12.01 **Compensation**

The compensation for the functions covered by this Agreement is set forth in Appendix "A" and forms part of this Agreement, and, notwithstanding the date of this Agreement, shall be applicable from the date shown in Appendix "A".

12.02 Commissions payments shall be made in the following order:

- (a) Renewed Business Commission shall be paid for the portion of advertising renewed charged to the customer's account for the forthcoming directory issue where such amount is equal to or less than the amount charged for advertising in the current directory.
- (b) Rate Increase Commission shall be paid for the increase in the account resulting from the price-up portion [maximum of up to six per cent (6%)] of advertising appearing in the current directory issue where the amount of advertising in the forthcoming issue exceeds the amount of advertising in the current issue.
- (c) Increased Business Commission shall be

paid for that portion of advertising which is in excess of the amounts indicated in (a) and (b) above and which is sold to the customer's account for the forthcoming directory issue.

- (d) New Business Commission shall be paid for advertising sold for the forthcoming directory issue to a customer with no advertising in the current directory issue.

12.03 (a) Except as provided for in Paragraph 12.04 and in (b) hereunder, the commission to be paid on an account, irrespective of the life of a directory, is a single lump-sum payment to be computed by applying the appropriate commission rate shown in Appendix A to the net amount to be charged to the account for one (1) month, for the advertising concerned.

- (b) Notwithstanding the provisions of (a) above, commission is paid for the number of months the published advertising is billed to the customer. Where published advertising is billed to the customer for a period shorter than twelve (12) months due to the disconnection of the customer's telephone service, the commission paid shall be reduced as follows:

**Réduction de
la commission
versée à
l'employée**

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

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

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

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

12.04 In the event that one or several directories has a life either longer or shorter than twelve (12) months, the commission to be paid in respect of an account for advertising in the directory so affected shall be computed by increasing or decreasing the percentage shown in Appendix "A" by one-twelfth (1/12) for each month by which the life of such directory exceeds or falls short of twelve (12) months.

12.05 Where an adjustment has been made in the amount charged to a customer for advertising in the current issue of the directory, the commission to be paid for advertising to appear in the forthcoming issue of the directory shall be computed as if not adjustment had been made; however, where commission has been charged back to an employee, new business and increased business commission shall be paid up to but not exceeding the amount previously charged back, plus commission for the amount of any additional advertising sold to the customer beyond the amount appearing on the existing contract.

- 12.6 In the event that a separate Yellow Pages directory, functioning as a supplement to normal and usual Yellow Pages directory coverage, is totally withdrawn from publication by the Corporation, the resultant loss of revenue shall not constitute a debit in the computation of commissions.
- 12.07 If, in the opinion of the Employer, it is necessary, under normal conditions of work, to involve sales management in the servicing of all or part of an account assigned to an employee, any commission resulting from such servicing shall be paid to the employee to whom the account has been assigned.

Wage Increases

- 12.08 The required time interval from one step to the next on the wage schedule is twelve (12) months.
- 12.09 Wage increases shall be granted by the Employer on the basis of satisfactory performance in accordance with the time intervals indicated in Paragraph 12.08.
- 12.10 If performance is unsatisfactory, the wage increases may be deferred for a period not to exceed six (6) months.
- 12.11 Where an employee's wage increase is deferred,

he and his Union Steward shall be informed of the reasons for such action.

- 12.12 The effective day for an increase shall be the first day of the two (2) week period closest to the first day of the month.

Higher Wage Rates

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

Special Starting Wage Rate

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

Demotion

- 12.15 Subject to the provisions of Paragraph 12.13, in the event that a Premise Sales Representative is demoted, for any reason, to a position of Telephone Sales Representative, the existing wage rate shall be maintained for a period of ninety (90) days following the date of such demotion.

Promotion

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

Attendance at Training Courses

- 12.17 (a) An employee who attends meetings or courses of a duration of one hour or more per day initiated by the Employer for the purpose of providing information, instruction or training in relation to new or changed methods or practices, or for the purpose of retraining, shall be paid at his average rate of earnings for the period of attendance. Where the Employer asks a Premise Sales Representative to travel outside the territory or locality to which he has been assigned, travel time shall be included in the calculation of time.

Any training which exceeds five (5) hours in a given day shall be paid at average rate of earnings for a full seven and one half (7 1/2) hour day.

- (b) Notwithstanding Subparagraph (a), the

Employer may ask an employee to participate in the activities indicated in Subparagraph (a) and pay him at his current wage only for a maximum of thirty (30) hours in each year of the Agreement; any time so occupied which exceeds said thirty (30) hours shall be paid at his average rate of earnings, as indicated in Subparagraph (a). Unused time in any given year of the Agreement shall not be carried forward to the following year.

- (c) It is understood that the time spent in direct training with a customer shall be excluded from the thirty (30) hours indicated in Subparagraph (b).
- (d) Written notice shall be given to the Premise Sales Representative indicating the approximate duration of the activity.
- (e) Every month, the Employer shall provide each employee with a written breakdown of cumulative training hours.

Paydays

- 12.18 (a) An employee shall be paid every alternate Wednesday at his current wage rate for the two (2) week period ending on that day, and for commission earned on work completely processed up to the close of business on the Thursday immediately preceding the previous payday.
- (b) Pay shall be adjusted for any unpaid absence which occurred during the two (2) week period preceding the previous payday.
- (c) At any time during the term of this Agreement, the provision related to commission payments in this Paragraph may be renegotiated by mutual agreement. If a satisfactory arrangement is not arrived at as a result of these negotiations, Paragraph 12.18 shall continue to apply.

ARTICLE 13 SENIORITY

- 13.01 For the purpose of this Agreement, the net credited service shown on the Employer's records shall be recognized as seniority in the Employer's service.
- 13.02 For the purpose of the application of this

Agreement, bargaining unit seniority shall be determined by the most recent date of entry into a position covered by the Agreement.

Notwithstanding the provisions of the preceding Paragraph, the following employees shall keep their seniority in the Employer's service:

1. all employees hired, rehired or transferred from an affiliated company before June 1, 1978;
2. all employees transferred or promoted from a position not covered by this Agreement before June 1, 1991.

13.3 A complete list of seniority, indicating both seniority in the Employer's service and bargaining unit seniority, shall be posted on the date of signing of this Agreement and revised annually. A copy shall be forwarded to the President of the bargaining unit.

13.04 A suspension shall not interrupt the employee's seniority as set forth in Paragraph 13.02.

13.5 Where an employee in a position covered by this Agreement is transferred or promoted to a position not covered by this Agreement, he shall retain all of his bargaining unit seniority rights for a period of twelve (12) months following his transfer or promotion to a position not covered by this

Agreement. After this twelve (12) month period, he shall forfeit his bargaining unit seniority.

The employee returning to the bargaining unit does so following a job posting, unless the position he occupied is still vacant. Return to the unit shall not constitute a promotion.

This employee cannot be considered as a candidate for any job posted for a three (3) month period following his return to the bargaining unit.

**ARTICLE 14
PROMOTION WITHIN THE BARGAINING UNIT**

- 14.01 (a) Where the Employer decides to fill a vacant regular position or a newly-created position covered by the Agreement, it shall post this position for a period of ten (10) working days on the bulletin boards provided for this purpose in each of its business centres, with a copy to the President of the bargaining unit. Where the position posted is that of a Premise Sales Representative, the Employer shall send a copy of the posting to employees who work from their homes.
- (b) Any Premise Sales representative position temporarily vacant for a period of less than

six (6) months shall be offered, first, to employees who are part of the bargaining unit.

- (c) However, the posting procedure shall not apply for a position in an entry level function as identified in the order set forth in Paragraph 14.15.

14.02 The posting shall indicate:

- the function and the assignment,
- the requirements,
- the business centre,
- the locality or localities, if the position is part of the "*Closer to the Customer*" program,
- the expected starting date,
- the deadline for submitting a candidacy.

14.03 The requirements shall be set by the Employer and must be pertinent and related to the position.

14.04 Any employee who has completed his probationary period shall be entitled to submit his candidacy in writing to the Personnel department during the posting period.

An employee may submit his candidacy in writing in advance if he is on an Employer-authorized leave of absence, provided that he is available to begin work on a regular basis on the starting date. However, an employee who is on maternity leave, or parental leave not exceeding twelve (12) weeks, on leave of absence not exceeding six (6) weeks, or absent due to an on-duty accident is not required to be available to begin work on a regular basis on the starting date.

- 14.05 The Employer shall grant the position to the candidate who meets the requirements and has at least a satisfactory performance.

Notwithstanding the preceding, the position shall be granted to the candidate who meets the requirements and requests a transfer. Where more than one candidate requests a transfer, priority is given to the one who has the most seniority and meets the requirements.

In all other cases, seniority shall prevail among employees who meet the requirements and have a relatively equal performance.

For the sole purpose of posting, performance shall be assessed based on the eighteen (18) month period preceding the posting.

Any employee who has not worked eighteen (18)

months within the bargaining unit shall be considered after all applicants who have completed eighteen (18) months.

Performance shall be calculated taking into consideration credits granted to customers due to the representative's responsibility.

The term "at least satisfactory performance" means that the applicant must at least:

- Have a performance equal to or above the average of representatives from his business centre, based on the data published by the Employer for the eighteen (18) months preceding the posting and expressed in net gains.

The term "relatively equal performance" means that the applicant whose performance is at least satisfactory, whose seniority prevails, must have a difference of five per cent (5%) or less in net gain with that of the applicant with the highest performance, the five per cent (5%) difference being expressed in percentage points.

In the case where applicants are from more than one business centre, verification of relatively equal performance shall be done as follows:

- The Employer shall determine the net gain difference of each applicant whose

performance is at least satisfactory as compared to the net gain average of his business centre for the eighteen (18) months preceding the posting.

- The applicant with the most seniority obtains the position if the difference between his net gain difference and that of applicants from other business centres is less than five per cent (5%) of the net gain expressed in percentage points.

14.6 When the Employer announces its decision, it shall post the name of the successful candidate and confirm his appointment in writing, with a copy to the President of the Union.

Once the decision is known, a representative of the Employer meets with a representative designated by the Union to communicate the procedure followed and the decision made.

14.07 Where the Employer decides to reduce the work force in a business centre, it shall give fifteen (15) days of written notice to the Union and the employee affected by the reduction in work force.

The notice shall indicate the following:

- (a) the effective date of the reduction in work force,

- (b) the business centre or centres affected, with a separate indication if a locality reporting to the business centre is affected by this reduction in work force,
- (c) the number of positions in each function affected in (b) above.

14.08 The reduction in work force and displacements shall be carried out as follows:

- (a) The employee with the least bargaining unit seniority in an affected function in the business centre, excluding resident employees, shall be the first affected, and shall be subject to layoff.
- (b) The employee thus affected may use his bargaining unit seniority to displace an employee with less bargaining unit seniority in the same function or a lower function. The employee shall have five (5) working days in which to notify the Employer of his choice, failing which, he shall be deemed to have accepted the layoff.
- (c) The employee thus displaced shall have the right to displace another in accordance with the above procedure.
- (d) The employee who, by reason of his

seniority, cannot use the above procedure, or who refuses to exercise his displacement rights, shall be laid off, and his name shall be placed on the recall list.

- (e) The employee who is laid off shall be given notice two (2) weeks prior to the effective date of his departure.
- (f) When an employee in a business centre becomes surplus in his function due to the appointment of an employee from the same business centre to a resident position under the direction of this business centre, the surplus employee may, notwithstanding the provisions stipulated in 14.01 and 14.08 b), obtain, upon request, the position left vacant in his business centre. This employee may also exercise his priority right and return to any position declared vacant in his former function in the same business centre, before application of provisions of Paragraph 14.01. In cases where more than one employee is involved, seniority shall prevail among these employees.

Notwithstanding any other provisions of the Agreement, if the reduction in work force is due to the creation of a new business centre or the partial or complete amalgamation of existing business centres, the employees with the most

bargaining unit seniority in the business centre or centres affected by the reduction in work force shall be given priority, by function, for positions in the new business centre or amalgamated centres. The affected employees must exercise this priority, by function, before using the displacement procedure provided for in the Agreement. Positions which remain vacant shall be filled through the posting and appointment procedure.

In the case of a complete or partial amalgamation of business centres without a reduction in work force, the above principle shall automatically apply to the affected employees.

- 14.09 Before proceeding with a posting in accordance with Paragraph 14.01, the Employer shall first recall the laid-off employee on the recall list who, immediately before his layoff, held a position in the same function in the business centre.
- 14.10 Employees on the recall list shall retain their rights provided for in Paragraph 14.01, and the Employer shall inform them of all postings.
- 14.11 A laid-off employee shall retain his recall rights for a period of twenty-four (24) months following his layoff even if, during this period, he refuses all offers of employment for a position other than the position he held in the business centre he was in prior to his layoff. However, a laid-off employee

who refuses an offer to the position he held at his business centre when he was laid off shall lose his recall rights.

- 14.12 It is the responsibility of laid-off employees who wish to be recalled to ensure that their file in the Personnel department shows their current address, and to give notice of their acceptance or refusal of any offer of recall, or refusal of the position offered, as stipulated in Paragraph 14.11.
- 14.13 The laid-off employee must confirm his decision in a registered letter sent to the Personnel department within ten (10) working days following the date of the offer of recall.
If the laid-off employee does not reply to an offer of recall or does not confirm his refusal of the position offered in the period prescribed above, he shall lose his recall rights and his seniority.
- 14.14 The date of the offer of recall shall be the postmark of the recall letter sent by registered mail to the laid-off employee at his last address shown on the Personnel department records.

The date of the reply to the offer of recall shall be the postmark of the letter sent by registered mail to the Personnel department by the laid-off employee.
- 14.15 In the application of the bargaining unit seniority rights and movement of personnel rights provided

for in this Agreement, the parties acknowledge that there are, at the time of the signing of this Agreement, two (2) functions, in descending order, as follows:

1. PREMISE SALES REPRESENTATIVE
2. TELEPHONE SALES REPRESENTATIVE

and that, within the function of Premise Sales Representative, there are resident Premise Sales Representative positions for which the exceptions to the movement of personnel procedure provided for above are provided for in Article 14A.

Premise Sales representative positions can be attributed a GB or HVC assignment.

The parties acknowledge that, on the date of signing of the Agreement, there are four (4) business centres:

- Montréal
- Laval
- Québec
- Ottawa

Employees are individually assigned to one of these business centres as indicated on the latest seniority list. For the purposes of the application of the movement of personnel procedure, an employee shall remain assigned to this business

centre unless he uses the movement of personnel procedure to obtain a position which is part of another business centre.

14.16 The employee may contest, in accordance with the grievance and arbitration procedure, any movement of personnel which does not comply with the provisions of this Article (14 and 14A).

14.17 The employee who is laid off and who has less than ten (10) years of service shall receive compensation equivalent to two (2) weeks salary per year of service.

The employee who is laid off and who has more than ten (10) years of service shall receive compensation equivalent to three (3) weeks salary per year of service, up to a maximum of forty-eight (48) weeks.

Such compensation shall replace any termination compensation.

14 A.01 In the development and application of the "*Closer to the Customer*" program, the parties have agreed upon the following exceptions in the movement of personnel procedure.

For the purposes of the interpretation and application of the Agreement, a resident position is one in which the place of work is determined by the "*Closer to the Customer*" program for a given

directory. A resident position may require the employee to change his place of residence.

- 14 A.02 If the Employer decides to initially fill a vacant position on a permanent basis in a locality other than a business centre, it shall post the position in accordance with the provisions of Paragraph 14.01.

The Employer shall select an employee, based on seniority, from among the candidates who meet the requirements set by the Employer, as provided for in Paragraph 14.03, in the following order:

1. from among the Premise Sales Representatives in the business centre or, in the event that none submitted their candidacy,
2. from among the other Premise Sales Representatives in the bargaining unit or, in the event that none submitted their candidacy,
3. from among the resident Premise Sales Representatives or, in the event that none submitted their candidacy,

the Employer shall select the employee, in accordance with the rules set forth in Paragraph 14.05, from among those who have submitted

their candidacy, in the following order:

4. from among the Telephone Sales Representatives in the business centre or, in the event that none submitted their candidacy,
5. from among the Telephone Sales Representatives in the bargaining unit.

The phrase "initially fill" refers to the first time the Employer fills a position in a locality or any other additional position to be filled for the first time in this locality.

If the Employer extends its "*Closer to the Customer*" program, or a similar program, to Telephone Sales Representatives, the procedure above shall apply by changing the order as follows: 4 and 5 become 1 and 2, and 1, 2 and 3 become 3, 4 and 5.

- 14 A.03 The Employer shall proceed in the following manner when it decides to reduce the number of employees in a locality. First, the employees with the most bargaining unit seniority in the locality shall be given the choice to return to their original business centre. Should none choose to do so, the Employer shall proceed with the layoff by displacing the employee with the least bargaining unit seniority. This employee shall return to his original business centre in the function he had when he left, provided that he has the required

seniority. If the employee cannot displace in the same category of employment in his original business centre because of his lack of seniority, he shall have recourse to the displacement and layoff procedure provided for in Paragraph 14.08 of the Agreement.

If the original business centre has been abolished or amalgamated with another business centre, the employee may use his seniority in the business centre with which his centre was amalgamated.

- 14 A.04 After the application of Paragraph 14 A.03, if the Employer decides to reincrease its work force in a locality, the employee who was displaced from this locality shall retain his right to return before other employees for a period of twenty-four (24) months. If he refuses to return to his position, the position shall be filled in accordance with the posting and appointment procedure.

However, the preceding paragraph shall not apply to an employee who chose, in accordance with Paragraph 14 A.03, to return to his business centre.

ARTICLE 15 HEALTH AND SAFETY

- 15.01 Both parties to this Agreement recognize the need to protect the health and ensure the safety of all

employees.

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

**ARTICLE 16
HOURS OF WORK**

- 16.01 Normal hours of work shall be thirty-seven and one-half (37 1/2) hours per week.

**ARTICLE 17
HOLIDAYS**

- 17.01 The following shall be recognized as Employer-authorized holidays:

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

- 17.02 Where an Employer holiday falls on a Sunday, the Monday immediately following shall be observed as the holiday.
- 17.03 Where an Employer holiday falls on a day Monday to Friday inclusive, it shall be included in the weekly schedule for all employees for that week.
- 17.04 (a) Where an Employer-authorized holiday falls on a Saturday, except for the National Holiday (Québec), the Employer may designate another day as a holiday or, if it does not designate such a day, another day off with pay shall be granted at a time convenient to both parties.

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

Holiday Pay

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

ARTICLE 18

DAY OFF WITH PAY

- 18.01 In addition to the holidays stipulated in Paragraph 17.01, each employee shall be granted a day off with pay, at his average rate of earnings, if he is working for the Employer on the day designated by the latter for such purpose.
- 18.02 The day off with pay shall be designated by the Employer during the period from November 1 of the current year to the last day of February of the following year.
- 18.03 Where an employee cannot be granted one (1) day off in that period, he shall be paid one (1) additional day's pay at his average rate of earnings.

ARTICLE 19 ANNUAL VACATION

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

For the purposes of this section:

- (a) for an employee engaged or re-engaged on or before the fifteenth day of the month,

service with the Employer 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 with the Employer shall be counted from the first day of the following month.

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

Weeks of Vacation

- (a) In the year the employee is to complete one (1) year of service and in subsequent years until (b) applies
three (3) weeks
- (b) In the year the employee is to complete ten (10) years of service and in subsequent years until (c) applies
four (4) weeks
- (c) In the year the employee is to complete eighteen (18) years of service and in subsequent years until (d) applies
five (5) weeks

- (d) In the year the employee is to complete twenty-five (25) years of service and in subsequent years
six (6) weeks

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

19.04 Notwithstanding the provisions of Paragraph 19.02, an employee is entitled to:

- (a) his full vacation if he completes six (6) months of service during such year,

or

- (b) one (1) week of vacation if he completes less than six (6) months of service during such year.

19.05 (a) Notwithstanding the provisions of Paragraph 19.08, an employee entitled to more than two (2) weeks of vacation may, if the Employer and the employee mutually agree, take any portion of one year's entitlement in excess of two (2) weeks

consecutively with his vacation, or portion thereof, for the following year, it being understood that not more than two (2) weeks of the current vacation entitlement may be taken consecutively with the following year's entitlement.

- (b) An employee who wishes to bank vacation weeks from one year to take them with the following year's entitlement as provided for in (a) above must advise management during the period of July 1 to July 31 of the current year.
- (c) No employee shall avail himself of the banking privilege stipulated in (a) above more than once every two (2) years.
- (d) Notwithstanding Paragraph 19.08, where an employee is entitled to six (6) weeks of vacation, he may bank the sixth (6th) week for an unlimited period. A maximum of two (2) such banked sixth weeks of vacation may be taken each year, with the exception of the year the employee retires. He may then take all remaining weeks of vacation during the weeks immediately preceding the effective date of his retirement.

19.06 Where an Employer-authorized holiday falls on a day of the annual vacation, an employee shall be entitled to one (1) additional day off with pay. This

day may be taken by extending the vacation by one (1) day, or on a day convenient to the employee and the Employer, but no later than twelve (12) months from the actual date of the holiday.

- 19.7 Vacation schedules shall be prepared each year by the Employer with due consideration given to seniority, provided however that such schedules shall be arranged as to cause, in the judgement of the Employer, 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.

There shall be no embargo on vacations during the following periods:

- . The week of Christmas
- . The week of New Year's Day
- . The winter school break
- . The two-week summer vacation period for the construction industry.

- 19.08 An employee shall not have the right to carry forward all or part of a vacation from one vacation period to another, or to take two (2) vacations consecutively.

- 19.09 Where an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the vacation and is prevented

from taking the vacation, the Employer 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.

- 19.10 An employee shall be paid during vacation at his average rate of earnings, but vacation pay for vacations of two (2) weeks or more shall not be less than the percentage that is stipulated in the applicable legislation in the respective provinces, as it stands on the date of execution of this Agreement.
- 19.11 An employee, before proceeding on a vacation of one (1) week or more, may request an advance payment, not exceeding his average rate of earnings, in accordance with Employer practice, for each of the pay-days on which he will be on vacation.
- 19.12 The Employer shall ensure that, for the duration of this Agreement, the vacation entitlements shall be no less than any plan applicable to any other group of unionized employees. This shall be accomplished by automatic adjustments.

Pay in Lieu of Vacation

- 19.13 Where an employee resigns, is laid off, is dismissed or has completed his work, he shall be granted pay in lieu of vacation for the current calendar year, calculated in the manner set forth in Paragraphs 19.14 to 19.17 inclusive.
- 19.14 An employee with less than one (1) year of Net Credited Service shall be granted 4% of his earnings for the entire period of current service, reduced by the amount of the pay applicable to any part of a vacation taken by the employee during the same period of service.
- 19.15 An employee with one (1) year or more of Net Credited Service who works six (6) months or more in the year of separation shall be granted the greater of:
- (a) three (3) weeks of pay at his average rate of earnings if his service is less than ten (10) years, four (4) weeks of pay at his average rate of earnings if his service is ten (10) years or more but less than eighteen (18) years, five (5) weeks of pay at his average rate of earnings if his service is eighteen (18) years or more but less than twenty-five (25) years, six (6) weeks of pay at his average rate of earnings if his service is twenty-five (25) years or more,
or

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

19.16 An employee who works less than six (6) months in the year of separation shall be granted the greater of:

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

or

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

19.17 The amount of pay in lieu of vacation to be granted in accordance with Paragraphs 19.15 and 19.16 shall be reduced by the amount of the pay applicable to any part of a vacation for the current calendar year taken by the employee before he left the Employer's service.

**ARTICLE 20
ABSENCES**

Absence due to sickness prior to the eighth full calendar day of absence

- 20.01 (a) Any employee who is absent due to sickness shall be paid as follows:

Salary only for the first two (2) consecutive working days of absence, and at his average rate of earnings for the third, fourth and fifth consecutive working days of absence. Thereafter, payment shall be made in accordance with Employer practice.

- (b) For the purposes of applying the Sickness Disability Benefit Plan (S.D.B.) plan and the Long-Term Disability Income Plan (L.T.D.), where the Employer requires the employee to undergo a medical examination, it shall assume the cost for such examination.

The physician shall remit the medical report to the Employer, and shall provide the employee with a copy if he requests it in writing.

Leave for Personal or Family Obligations

20.02 An employee shall be granted five (5) days of leave without pay, for personal or family obligations.

Leaves without pay cannot be carried over from one year to another. The employee shall make arrangements with his immediate superior to take a leave without pay.

20.03 In addition, an employee who has completed six (6) consecutive months of continuous employment with the Employer and who meets the conditions of eligibility contained in the applicable Employer practices shall receive a Supplemental Pregnancy Allowance in accordance with these same practices.

Absence Due to Jury Duty

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

Absence Due to Death in the Immediate Family

20.05 An employee shall be granted time off at his average rate of earnings for any necessary

period, not exceeding three working (3) days, occasioned by the death of a close relative. The Employer may extend this period of absence to one (1) week where the death of such close relative requires the employee to leave the city in which he is employed.

"Close relative" means:

- . father, mother
- . spouse
- . brother, sister
- . father-in-law, mother-in-law
- . child
- . or any dependent

**ARTICLE 21
DAY OFF FOR TELEPHONE
SALES REPRESENTATIVES**

- 21.01 All Telephone Sales Representatives having completed six (6) months of service within the bargaining unit shall commence entitlement of one (1) day off every two (2) months worked during the calendar year, in accordance with Paragraph 21.11.
- 21.02 (a) All Telephone Sales Representatives having completed twelve (12) months of service within the bargaining unit shall be entitled to select two (2) additional days off during the calendar year, subject to the

terms and conditions identified below, except those noted in Paragraphs 21.05, 21.06, 21.07 and 21.11.

- (b) Notwithstanding (a) above, a Telephone Sales Representative joining the bargaining unit during a calendar year shall be required to select one (1) additional day off during the following year upon completion of twelve (12) months of service, subject to the terms and conditions identified below, except those noted in Paragraphs 21.05, 21.06, 21.07 and 21.11.

21.03 Such days shall be paid at salary only.

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

21.05 Such days off shall be taken as follows:

- (a) one (1) day may be taken during the two (2) months following the period during which the time was earned, except for the November and December day off which may be taken after December 26,

or

- (b) two (2) days may be accumulated during two (2) consecutive two (2) month periods and taken following the four (4) month

period during which the time was earned,

or

(c) three (3) days may be accumulated during three (3) consecutive two (2) month periods and taken following the six (6) month period during which the time was earned.

- 21.06 If the employee works less than four (4) weeks in the specified two (2) month period due to vacation, S.D.B. or leave of absence, one half-day off (1/2) shall be granted.
- 21.07 If the employee works the equivalent of four (4) weeks plus one (1) day in a specified two (2) month period, one (1) full day off shall be granted.
- 21.08 If mutually agreed upon by the Employer and the employee, such time may be taken in half-days, subject to the terms and conditions outlined above.
- 21.09 If the scheduled days off are not taken as prescribed above, they shall be forfeited by the employee. Pay in lieu of such days off shall not be provided.
- 21.10 Control and reporting required under the plan shall be the sole responsibility of the Sales Assistant Manager.

- 21.11 Designated periods of earning and entitlement shall be:
- January/February, March/April,
May/June, July/August,
September/October,
November/December.
- 21.12 Scheduling or rescheduling of such days off shall be subject to job requirements.

ARTICLE 22
DAY OFF FOR PREMISE SALES REPRESENTATIVES

- 22.01 All Premise Sales Representatives having completed six (6) months of service within the bargaining unit shall commence entitlement of one (1) day off every three (3) months worked during the calendar year, in accordance with Paragraph 22.11.
- 22.02 All Premise Sales Representatives having completed twelve (12) months of service within the bargaining unit shall be entitled to select one (1) additional day off during the calendar year, subject to the terms and conditions identified below, except those noted in Paragraphs 22.05, 22.06, 22.07 and 22.11.
- 22.03 Such days shall be paid at salary only.

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

22.05 Such days off shall be taken as follows:

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

or

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

or

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

or

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

- 22.06 If the employee works less than six (6) weeks in the specified three (3) month period due to vacation, S.D.B. or leave of absence, one-half day off (1/2) shall be granted.
- 22.07 If the employee works the equivalent of six (6) weeks plus one (1) day in the specified three (3) month period, one (1) full day shall be granted.
- 22.08 If mutually agreed upon by the Employer and the employee, such time may be taken in half-days, subject to the terms and conditions outlined above.
- 22.09 If the scheduled days off are not taken as prescribed above, they shall be forfeited by the employee. Pay in lieu of such days off shall not be provided.
- 22.10 Control and reporting required under the plan shall be the sole responsibility of the Sales Manager.
- 22.11 Designated periods of earnings and entitlement shall be:
- January/February, March,
April/May/June,
July/August/September,
October/November/December.

- 22.12 Scheduling or rescheduling of such days off shall be subject to job requirements.

**ARTICLE 23
TRAVEL TIME AND EXPENSES**

- 23.01 Where an employee is required by Employer instructions to travel from one locality to another by car, the time allowance for travel, as determined in accordance with the following principles, shall be considered as forming part of the basic hours of work.
- 23.02 Time allowance shall be related to the total distance between the localities as follows:
- (a) distance from 1 to 80 km - 15 minutes for each 16 km or fraction thereof,
 - (b) distance over 80 km - 15 minutes for each 19 km or fraction thereof.
- 23.03 Distance, for the purpose of computing the time allowance for travel, shall be that between recognized central points in the localities and shall be provided by:
- (a) the provincial department(s) or highways or, if not available,
 - (b) the Touring Club of Montréal or, if not available,

(c) mutual agreement between the Employer and the Union.

23.04 To the extent that conditions permit, in the judgement of the Employer, the preference of the majority of the employees shall be considered in determining the reporting and departure times for the group.

Expenses

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

23.06 Any additional automobile expenses, either capital or operational, incurred by employees in the performance of the job shall be borne solely by the employee.

23.07 The Employer agrees to pay board and lodging expenses, at rates approved by the Employer, which are necessarily incurred by an employee. Such payments shall be a flat average amount paid to each employee based upon average meal and accommodation rates. Any additional

expenses incurred by employees in the performance of the job shall be borne solely by the employee.

- 23.8 These amounts shall be computed on a personal expense basis only, and shall not include promotional or account development expenses.
- 23.09 A phone call allowance is offered to Premise Sales Representatives in accordance with the Employer's practice.

ARTICLE 24 TECHNOLOGICAL CHANGE

24.01 **Definition**

For the purposes of this Agreement, a technological change shall be defined as a change made to the Employer's operations through its use of new machines, new equipment or substantially new work methods which directly results in either the abolishment of one or more positions held by an employee who has passed his probationary period, or a substantial change to the tasks involved in a position held by an employee who has passed his probationary period, and which requires the employee to have new qualifications which are not related to those previously required.

24.02 **Notification**

Where the Employer decides to proceed with a technological change, it shall notify the Union in writing at least thirty (30) days prior to the date on which it intends to proceed.

24.03 Within ten (10) days of the notification provided for above, the parties shall form a joint committee, the number of members of which shall be agreed upon between the parties, and the mandate of which shall be to study the matter and formulate any relevant suggestions, if any, to minimize the repercussions on the employees directly affected.

24.04 The Employer shall offer a retraining and/or training program for a reasonable period to any employee affected by a technological change as defined in Paragraph 24.01.

24.05 An employee who becomes surplus shall displace another employee in accordance with the procedure set forth in Paragraph 14.08.

**ARTICLE 25
VALIDITY OF AGREEMENT**

25.01 In the event of any provision of this Agreement, or of any of the practices established hereby, being or being held to be contrary to the provisions of any applicable law now or hereafter enacted, this

Agreement shall not be nor be deemed to be abrogated, but shall be amended so as to make it conform to the requirements of any such law. All letters of understanding contained in this Agreement form an integral part of the Agreement.

**ARTICLE 26
CANCELLATION OF PREVIOUS AGREEMENT**

- 26.01 This Agreement, from its effective date, supersedes and cancels the Collective Agreement dated July 8, 1997, between the Employer and the Union applying to employees as defined in Article 3 of this Agreement.

**ARTICLE 27
DURATION**

- 27.1 This Agreement shall become effective on September 13, 2000, and shall be and remain in force until December 31, 2002. However, it shall remain in force after its expiry date until one of the parties exercises its right to strike or lock-out.

The provisions pertaining to basic salary become effective on June 1, 2000.

The provisions pertaining to commission rates shall become effective when the Employer notifies the Union of the implementation of sales segmentation. Meanwhile, operations and

compensation are subject to the rules currently in force and, therefore, commission rates are those contained in Appendix "B".

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized representatives this 13th day of September 2000.

BELL ACTIMEDIA INC.

SYNDICAT DES
EMPLOYÉES ET
EMPLOYÉS
PROFESSIONNELS-LES ET
DE BUREAU
Section locale 57, UIEPB -
CTC – FTQ

Louis Basque
Vice-President - Sales (E.R.)

Loïc Breton
President

Lise Raymond-Lavoie
Director of Sales

Danielle Patry
Vice-President –Telephone
Sales

Jean-François Albert
Director - Labour Relations

François Létourneau
Vice-President – Premise
Sales

Gilles Lamoureux
Vice-President – Premise
Sales

Daniel P. Girard
Secretary-Treasurer

Manon Descoteaux
Union Steward – Telephone
Sales

Jocelyne Bienvenue
Union Steward – Premise
Sales_

Serge Deschênes
Union Steward – Premise
Sales_

Linda Solomon
Union Advisor

its duly authorized
bargaining representatives

APPENDIX «A»

Compensation – Sales Representatives			
Step	Premise Sales		Telephone Sales
Effective June 1, 2000 Wage Schedules – Monthly Rates			
1	\$1 158		\$ 951
2	\$1 326		\$1 088
3	\$1 490		\$1 224
4	\$1 660		\$1 360
5			\$1 514
Effective upon notification to Union of the implementation of Sales segmentation Commission Rates			
	Premise Sales GB Assignment	Premise Sales HVC Assignment	Telephone Sales
* Rate Increase	177.60 %	156.48 %	226.56 %
** Renewed Business	26.04 %	14.04 %	29.40 %
* New Business	177.60 %	156.48 %	226.56 %

* By account

** Retained revenue by account

1. The interval between steps is twelve (12) months.

APPENDIX «A»

Compensation – Sales Representatives			
Step	Premise Sales	Telephone Sales	
Effective June 1, 2001 Wage Schedules – Monthly Rates			
1	\$1 192	\$ 979	
2	\$1 365	\$1 120	
3	\$1 534	\$1 260	
4	\$1 709	\$1 400	
5		\$1 559	
Effective upon notification to Union of the implementation of Sales segmentation Commission Rates			
	Premise Sales GB Assignment	Premise Sales HVC Assignment	Telephone Sales
* Rate Increase	177.60 %	156.48 %	226.56 %
** Renewed Business	26.04 %	14.04 %	29.40 %
* New Business	177.60 %	156.48 %	226.56 %

* By account

** Retained revenue by account

1. The interval between steps is twelve (12) months.

APPENDIX «A»

Compensation – Sales Representatives			
Step	Premise Sales		Telephone Sales
Effective June 1, 2002			
Wage Schedules – Monthly Rates			
1	\$1 263		\$1 062
2	\$1 446		\$1 215
3	\$1 626		\$1 367
4	\$1 811		\$1 519
5			\$1 691
Effective upon notification to Union of the implementation of Sales segmentation Commission Rates			
	Premise Sales GB Assignment	Premise Sales HVC Assignment	Telephone Sales
* Rate Increase	177.60 %	156.48 %	226.56 %
** Renewed Business	26.04 %	14.04 %	29.40 %
* New Business	177.60 %	156.48 %	226.56 %

* By account

** Retained revenue by account

- The interval between steps is twelve (12) months.

APPENDIX «B»

**Commission rates until notification to
Union of the implementation
of Sales segmentation**

	Premise Sales	Telephone Sales
* Rate Increase	72 %	72 %
** Renewed Business	29.4 %	29.4 %
* New Business	156 %	156 %

* Rate increase

** Retained revenue by account

Letter of understanding between **Bell ActiMedia
and
Syndicat des
employées et
employés
professionnels-
les et de bureau,
section locale 57,
SIEPB - CTC- FTQ**

Subject: Medical arbitration

A procedure for settling differences other than the procedure set forth in articles 10 and 11 exists in cases of disagreement between the employee's physician and the Employer's physician regarding the application of the Sickness Disability Benefit Plan (S.D.B.) and the Long-Term Disability Income Plan (L.T.D.).

Therefore, the following procedure will apply:

- 1) Where there is disagreement between the employee's attending physician and the Employer's physician, the dispute, as defined by the parties, shall be submitted to an arbitration physician selected by the parties.

- 2) Before rendering his decision, the arbitration physician shall proceed with a medical examination of the employee and, if deemed necessary, shall consult his medical file.
- 3) The decision of the arbitration physician must be rendered in writing and deal solely with the disputed points, as defined by the parties.
- 4) The arbitration physician must remit his decision to the Employer, the Union and the employee concerned within ten (10) days of the medical examination.
- 5) The decision of the arbitration physician shall be effective on the date on which the parties receive a copy of such decision.
- 6) The decision of the arbitration physician shall be final and binding with regard to the dispute, as defined by the parties.
- 7) The fees and expenses of the arbitration physician shall be divided equally between the Union and the Employer.

It is understood that recourse to this alternative procedure for conflict resolution shall be on an experimental basis. The parties and the employee concerned must agree to it in writing each time they wish to have recourse to it.

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Subject: Maintaining Benefits

The Employer shall maintain, for the duration of the Agreement, inasmuch as they apply to the employees covered by the Agreement, the benefits of the following plans, as they existed at the signing of this Agreement:

- . Health Insurance Plan;
- . Disability Plan;
- . Pension Plan;
- . Survivor Protection Program;
- . Supplementary Pregnancy Allowance Plan;
- . Educational Assistance;
- . Leaves of Absence.

The Employer shall not modify the benefits provided under these plans without the Union's consent. The Union must answer the Employer's request within thirty (30) days and cannot deny it without valid reason.

Any modification shall be made in accordance with applicable regulations and legislation.

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Subject: Fonds de solidarité du Québec

The tax credit resulting from investment in the Fonds de solidarité du Québec could, at the employee's request, be applied immediately to the employee's wages, as soon as and provided that the pay processing system allows it.

Letter of understanding between **Bell ActiMedia
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Subject: Account Assignment

This confirms the Employer's policy on account assignment.

The Employer agrees to treat each sales representative fairly. Therefore, each representative, based on his function and voting unit, shall receive an initial assignment amount as fair and equal as possible, for a 12-month cycle.

Without limiting the generality of the foregoing, when sales representatives are assigned to a given canvass, they shall all receive, based on their respective functions, a proportionately equal initial assignment for this canvass. In the case of Premise Sales, this means that representatives with HVC assignments will receive a proportionately equal initial assignment and that the Employer will do the same with representatives who have GB assignments.

To ensure transparency, the Employer shall make available to a Union Steward any information that he could request on the application of the account assignment process.

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Subject: "Closer to the Customer" Program

The Employer shall pay the following costs and expenses when an employee accepts to fill a position following a posting for the "Closer to the Customer" Program (art. 14 A.02). However, this policy shall not apply to the employee who already holds a resident position and who accepts to fill a position following a posting in another locality (art. 14 A.02.3), nor in the case of any other posting, nor in the case of reductions in work force and displacements.

- Costs related to the sale or purchase of another home, including any transfer tax and brokerage fees, if the employee was a home owner before the transfer: maximum of \$3000 upon presentation of supporting documents.
- All costs related to cancellation of a lease: maximum three (3) months rent or \$1,750 upon presentation of supporting documents.

- Reimbursement of moving expenses (packing, re-installation, unpacking and accessories) and temporary lodging expenses up to a maximum of \$7,500 upon presentation of supporting documents.
- Membership and activity fees for social clubs related to the function: maximum of \$1,000 per year upon presentation of supporting documents.
- Business entertainment expenses: maximum of \$1,000 per year upon presentation of supporting documents.
- Car allowance: according to the rate set by the Runzheimer Plan in effect in the locality.
- The excess of liability, fire and theft insurance premiums, between a strictly residential policy and a business coverage. Maximum of \$250 upon presentation of supporting documents.
- Office equipment supplied by the Employer: desks, chairs, filing cabinets, copying machines, fax machines, telephones and answering machines.

This policy is subject to revision from time to time by the Employer and we will inform you in advance.

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**Subject: Negotiations for renewal of the 2000-
2002 Collective Agreement**

At the time of the next bargaining for renewal of the collective agreement, the parties shall re-negotiate commission rates should there be any recognized imbalance and inequity, between the potential earnings for all representatives with GB assignments and that of all representatives with HVC assignments, or with respect to the Employer. Such new bargaining shall be conducted, if applicable, in accordance with the same criteria used to develop the current system.

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Subject: Internet Incentive

In order to encourage the sale of Internet products in its initial phase, an individual incentive program is developed based on the annual Internet net gain per representative for the duration of this Agreement.

This Internet net gain therefore represents the difference between Internet revenue after servicing and Internet revenue before servicing.

The bonus rates are as follows:

Internet Content*	Incentive
Less than 4%	11%
Between 4% and 8%	8%
Between 8% and 12%	6%
Between 12% and 16%	4%
Between 16% and 20%	2%

* This percentage represents the Employer's total Internet product sales in Eastern region in proportion to the Employer's total sales in Eastern region.

Under this program, an Internet product is a product developed by the Employer and sold by the sales representatives, that is included in the list of the Employer's Internet products.

The Internet bonus is payable once a year.

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Subject: Net by Account Internet

The portion of a customer's account which includes Internet products is considered a separate account for commission payment purposes.

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Subject: Adjustment – Agreement Year

For the period of June 1, 2000, to December 31, 2000, training periods (12.17(b)) and leaves of absence for union business shall be re-calculated and prorated over a period of seven (7) months.

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**Subject: Home Office Repairs and
Maintenance**

A lump sum of four hundred dollars (\$400) is paid to the Premise Sales representative who moves.

This amount is used for any home office repairs and maintenance.

The Premise Sales representative shall receive this amount no more than once every two (2) years when he moves.