

# COLLECTIVE AGREEMENT

Between



(the “Company”)

- and -



**Canadian Media Guild**

**La Guilde canadienne des médias**

CWA/SCA CANADA

(the “Union”)

**JANUARY 1, 2015 TO DECEMBER 31, 2017**

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## **ARTICLE 1 — RECOGNITION**

- 1.1** The Employer recognizes the Guild as the sole and exclusive bargaining agent for all employees of Pagemasters North America Inc. in the Province of Ontario, save and except Supervisors, those above the rank of supervisor, and interns.
  
- 1.2** The Employer acknowledges that, in general, the assignment of the work performed by employees in the bargaining unit should be assigned or re-assigned to other bargaining unit employees; however, the Guild acknowledges and agrees that the Employer can continue to assign and re-assign work that is also performed by members of the bargaining unit to non-bargaining unit employees or others in accordance with the Employer's practices as at July 15, 2010. This includes, but is not limited to, non- bargaining unit individuals performing bargaining unit work during peak periods, for vacation, disability or sick leave coverage or otherwise to meet operational needs.

## **ARTICLE 2 — MANAGEMENT RIGHTS**

**2.1** The Guild recognizes and acknowledges that the management of the Employer and the direction of the work force is at the sole discretion of the Employer. Without restricting the generality of the foregoing, the Guild acknowledges that it is the exclusive responsibility of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign work or duties, promote, demote, classify, transfer, lay-off and recall employees;
- (c) discipline or discharge employees who have successfully completed their probationary period for just cause;
- (d) release employees without just cause during the probationary period;
- (e) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees provided such rules and regulations do not conflict with the provisions of this collective agreement;
- (f) determine the nature and kind of business conducted by the Employer, equipment to be used, the methods and techniques of work, the content of jobs, the scheduling of jobs, the scheduling of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof including the closing of any facility, or part thereof and to determine and exercise all other functions and prerogatives; and,

(g) establish and administer reasonable tests for the purpose of assisting the Employer and determining an employee's qualifications.

**2.2** The Employer agrees that it will not exercise its functions in a manner inconsistent with the express provisions of the Agreement which shall serve as the only limitations upon such functions provided the Employer exercises its rights in a manner that is fair and reasonable.

**2.3** In the event that a new job classification is created or in the event of a significant change in the duties and responsibilities of a position, the Employer and the Guild will discuss and attempt to agree upon the proper classification and salary scale for the position. Failing agreement, the matter may be referred to arbitration for a final and binding determination.

**2.4** The Guild recognizes that the Employer shall have the exclusive right to assign work and to determine from time to time and at any time, the person or classification to which its work shall be assigned. The assignment of work to a particular person or classification shall not limit the right of the Employer to re-assign such work to another person or classification.

## **ARTICLE 3 — DUES DEDUCTION**

- 3.1** The Employer agrees to deduct from the weekly earnings of each employee covered by the Collective Agreement, an amount equal to the regular Guild dues (as specified in writing by the Guild and calculated in accordance with the terms below) and to remit the total of such deductions by cheque to the Guild. The amount of dues to be deducted may be amended by the Guild providing the Employer thirty (30) days written notice, as permitted by the Guild's constitution and by-laws.
- 3.2** In consideration for the Employer making deductions in accordance with this Article, the Guild shall indemnify and save harmless the Employer, including agents and persons acting on its behalf, from any liability, claims or actions made against it for any reason relating to the deduction of Guild dues.
- 3.3** The amount of dues to be deducted shall be furnished to the Employer by the Guild and may be amended by the Guild at any time. The deducted dues shall be remitted to the Guild no later than the fifteenth (15th) day of each month following the month in which the deductions are made with a statement showing the names of the employees in respect of whom deductions have been made and the amount deducted.
- 3.4** Deductions will commence with the effective date of this Agreement for each employee who was a member of the bargaining unit as of that date and on the employee's start date for each employee who is a member of the bargaining unit hired thereafter.

## **ARTICLE 4 — NO STRIKE - NO LOCKOUT**

- 4.1** The Employer agrees that during the term of this Agreement there will be no lockout as defined by the Ontario Labour Relations Act. The Guild agrees that during the term of this Agreement there will be no strike as defined by the Ontario Labour Relations Act.

## **ARTICLE 5 — GRIEVANCE & ARBITRATION PROCEDURE**

**5.1** A "grievance" means a difference arising from the interpretation, administration, application or claimed violation of any terms of this agreement. Should a grievance arise between the Employer and the Guild or its members the matter shall be handled as a grievance under the following procedure.

### **Grievance Procedure**

**5.2** In the case of an employee grievance or group of identical employee grievances, the following procedure shall be observed:

#### **STEP 1**

An employee, accompanied by a Guild representative, if desired, shall within ten (10) working days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grievor, raise the matter orally with their Department Head or designate, as appropriate. If a satisfactory settlement is not reached within five (5) working days the grievance may proceed to Step 2.

#### **STEP 2**

If a satisfactory settlement is not reached at Step 1 then the grievance must be presented in writing, within five (5) working days of the completion of Step 1, to the Associate Publisher or designate, who will convene a grievance meeting to discuss the matter within ten (10) working days of the presentation of the grievance. Guild representation shall consist of no more than two (2) persons, of whom one (1) may be the grievor. The Step



2 reply shall be given in writing within ten (10) working days of the grievance meeting.

- 5.3** A management or policy grievance may be initiated at Step 2.
- 5.4** It is agreed that the time limits and all of the requirements of the grievance and arbitration procedure are mandatory. In the event of failure to act within the time limits, or to follow the required procedure of the grievance procedure, the grievance shall be deemed to have been abandoned. Any time limit or procedure in this Collective Agreement may be extended or abridged by the mutual agreement of the parties in writing.
- 5.5** Where no reply is given to a complaint or a grievance under the grievance procedure within the time limits specified, the Guild or the Employer, as the case may be, shall be entitled to submit the complaint or the grievance to the next step in the grievance procedure, or to arbitration procedure.
- 5.6** Whenever any time limit is established in this Article such time limit shall be deemed to be exclusive of Saturdays, Sundays and recognized holidays.
- 5.7** An Employee may file a grievance on his/her own behalf, or through the union.

It is agreed and understood that once a grievance has been filed, the union, as sole and exclusive bargaining agent for all employees in the bargaining unit, has sole carriage of any and all grievances throughout the grievance and arbitration procedure.

## **Arbitration Procedure**

- 5.8** The arbitration procedure may be invoked only at the written request of either party hereto and provided this request is submitted within twenty (20) days from the date of receipt of the final answer in the grievance procedure.
- 5.9** The party requesting arbitration will submit to the other party the names of single arbitrators and the other party will reply, either accepting one of the proposed arbitrators or submitting a list of single arbitrators, within ten (10) days of receipt of the moving party's list, or within such time as agreed to by the parties.
- 5.10** Each party will jointly share the expense of the arbitrator.
- 5.11** The arbitrator shall not have the power to alter or change any of the provisions of the collective agreement, nor to give any decision inconsistent with the terms or provisions of this Agreement.

## **ARTICLE 6 — SENIORITY**

- 6.1** An employee will be considered on probation until the employee has worked for six (6) continuous months. However, upon agreement between the Employer and the employee, the probationary period may be extended up to a maximum of one (1) additional month. In cases where a probationary period is extended, the Employer will notify the Guild in writing. In the case of a part-time employee, the length of the probationary period shall be determined by an equivalent number of shifts.
- 6.2** Upon completion of such probationary period, the employee's name shall be placed on the appropriate seniority list.
- 6.3** The Employer may discharge a probationary employee if the employee is not satisfactory, a determination that is in the sole discretion of the Employer. The Employer's decision to dismiss the employee shall not be made in bad faith.
- 6.4** No employee who has completed the employee's probationary period may be disciplined or dismissed except for just cause. An employee who at the time of dismissal has not completed the probationary period, shall not have, or be deemed to have, this right.
- 6.5** Seniority means the length of continuous service with the Employer since the date of last hiring. Full-time employees shall accrue seniority from date of hire. Seniority for part-time employees shall be based on hours and shall be listed on a separate seniority list.

- 6.6** An employee shall lose all seniority and shall be deemed to have terminated employment with the Employer if the employee:
- (a) voluntarily quits the employ of the Employer; or
  - (b) is discharged and such discharge is not reversed through the Grievance Procedure; or
  - (c) is absent for five (5) consecutive working days unless a reason satisfactory to the Employer is given; or
  - (d) fails to return to work upon termination of an authorized leave of absence unless a reason satisfactory to the Employer is given; or
  - (e) is absent due to layoff more than twelve (12) consecutive months; or
  - (f) fails to notify the Employer of the employee's intention to report for work within three (3) days from the date of delivery by courier dispatch of a notice of recall to the employee, unless a reason satisfactory to the Employer is given; or
  - (g) fails to report to work after being recalled from lay-off within two (2) weeks from the date of delivery by courier dispatch of a notice of recall to the employee, unless a reason satisfactory to the Employer is given.
  - (h) Notwithstanding the above, an employee who has left the employ of the Employer and is rehired shall be credited with previous seniority with the

Employer for the purpose of vacation entitlement only.

- 6.7** It shall be the responsibility of an employee to keep the Employer advised, in writing, of the employee's current address. The Employer shall be deemed to have given an individual on layoff notice of recall by sending notice of recall by registered mail or courier to the last address supplied by the employee.

## **ARTICLE 7 — PART-TIME EMPLOYEES, TEMPORARY EMPLOYEES, FREELANCERS AND THIRD PARTY PROVIDERS**

### **Part-time Employees**

- 7.1** A part-time employee is one who is hired to work twenty-eight (28) hours or less per week.
- 7.2** Part-time employees are not covered by Articles 13 (Recognized Holidays), and 15 (Leaves of Absence, except as provided by law). Public holiday pay shall be governed by the provisions of the Employment Standards Act, 2000.
- 7.3** For the purposes of determining a part-time employee's wages, the weekly wage of the classification shall be divided by forty (40) and then multiplied by the number of hours worked by the part-time employee in a week.
- 7.4** Upon written request by the Guild, the Employer and Guild will meet no more than once a year to review the use of part-time employees. At the discretion of the Employer, part-time employees may be offered permanent full-time positions.

### **Temporary Employees**

- 7.5** Temporary employees shall not accrue service or seniority for the purposes of this Collective Agreement. Temporary employees are not covered by Articles 5 (Grievance and Arbitration), 6 (Probationary Period), 8 (Layoffs, Dismissal and Severance Pay), 13 (Recognized Holidays), 14 (Vacations), 15 (Leaves of Absence) and 16 (Bereavement Leave).

- 7.6** Temporary employees may be hired on a part-time or full-time basis. Wages for a part-time temporary employee shall be calculated in the same manner as Article 7.03.
- 7.7** The employment of temporary employees may be terminated in accordance with the employee's contract and the Employment Standards Act. Such termination is not grievable.
- 7.8** A temporary employee is an employee hired for a specified purpose, including special projects designated by the Employer, vacation coverage and leaves of absence coverage.
- 7.9** A temporary employee may be hired for a special project for up to 12 months, or longer, if mutually agreed between the Guild and the Employer.
- 7.10** The Employer shall notify the Guild in writing of the hiring of a temporary employee and the expected duration of and reason for the position.
- 7.11** Temporary employees for leaves of absence may be hired for up to twenty-four (24) months.
- 7.12** Part-time employees who are qualified and have the skill, ability and aptitude for a full-time temporary position shall be offered the position on a temporary basis prior to hiring outside the bargaining unit.
- 7.13** A temporary employee with more than six (6) months of contiguous full-time service immediately prior to being appointed to a similar position in the same

classification as a regular full-time or part-time employee will receive credit for that service for the purposes of Articles 6 and 14.

### **Freelance and Third Party Providers**

- 7.14** The Employer shall have the right to utilize the services, whether solicited or not, of freelancers or third party providers. There is no restriction on the nature or frequency with which the Employer can utilize the services of freelancers or third party providers.
- 7.15** Third party providers are individuals, partnerships, corporations, joint ventures or other enterprises where the third party provider provides any kind of service to the Employer.



## **ARTICLE 8 — LAYOFFS, DISMISSAL AND SEVERANCE PAY**

- 8.1** Layoffs of any employee(s) within any classification shall be determined based upon reverse seniority provided the remaining employees have sufficient experience, ability, educational qualifications, training and reliability to perform the work.
- 8.2** Within the notice period mentioned above, the Employer shall consider requests for voluntary resignations from other employees in the work classification groups impacted by the layoff. If approved, employees who have volunteered to leave instead of the less senior employee shall be paid severance pay in accordance with the provisions of the collective agreement. Any employees requesting a voluntary resignation must agree to the terms and conditions of the voluntary resignation.
- 8.3** An employee affected by layoff may bump the most junior employee in an equivalent or lower classification provided the position is held by a more junior employee and provided the employee has the experience, ability, educational qualifications, training and reliability to perform the job. Any employee wishing to bump must do so within 10 calendar days of receiving their notice of layoff.
- 8.4** The person so displaced may exercise a similar right to bump in accordance with Article 8.3 within one week of being bumped.
- 8.5** An employee who bumps will assume the new rate of the position in the equivalent or lower classification.

- 8.6** Affected employees shall be offered reinstatement to employment in the classification held prior to layoff on the basis of seniority, in reverse order of their layoff, provided they have the experience, ability, educational qualifications, training and reliability to perform the available work. Notification of recall shall be by letter addressed to the employee's last known address on the Employer's records with a copy sent to the Guild. The recall rights will not extend for a period longer than twelve (12) months.
- 8.7** During layoff, seniority shall not be broken but shall not accrue, subject to the time limits specified under Article 6.
- 8.8** Full-time employees may bump part-time employees subject to the restrictions and provisions set out in this Article. Part-time employees may not bump full-time employees.
- 8.9** Any period of employment for which severance pay has actually been paid shall not be counted as service in calculating the amount of severance pay which may again become due after reinstatement of employment or in the calculation of eligibility for any other benefits based on length of service.
- 8.10** Upon layoff an employee shall receive severance pay in a lump sum equal to one week's pay for every six (6) months of continuous service or major fraction thereof with the Employer, but not in excess of twenty-six (26) weeks' pay.
- 8.11** Employees who accept notice of layoff or bumping and volunteer to accept layoff shall receive severance pay under this Agreement.

- 8.12** Part-time employees will have their weekly pay rate determined for the purposes of this Article by an average of weekly earnings over the previous twelve months of employment in the bargaining unit.
- 8.13** If an employee is recalled after the payment of severance pay, on any future layoff of such employee, the total severance payable to the employee shall be discounted by the severance pay paid to the employee on any previous layoff.
- 8.14** For the purposes of this Agreement “continuous service” shall mean the length of unbroken service with the Employer since the last date of hire less the following:
- (a) any leave of absence in excess of one (1) month except in the case of sick leave of absence, maternity leave of absence or child care leave of absence including adoption leave granted under this Agreement;
  - (b) any period of layoff; or,
  - (c) any period of strike.
- 8.15** A retirement shall not be considered to be a dismissal.
- 8.16** There shall be no duplication or pyramiding of severance pay, dismissal pay or termination pay.
- 8.17** The calculation of severance pay will only take into account the years an employee has spent working for the Employer and not any years employees have worked at any other corporations, including Canadian Press.

**ARTICLE 9 — WAGES**

- Year 1: A general wage increase of 0.5% effective on July 1, 2015.
  
- Year 2: A general wage increase of 1.25% effective on January 1, 2016. In the event that revenue in 2015 is at least \$750,000 higher than revenue in 2014, an additional lump sum payment equivalent to 0.5% of each employee’s annual salary will be paid on July 1, 2016.
  
- Year 3: A general wage increase of 1.5% effective on January 1, 2017. In the event that net revenue in 2016 is at least \$750,000 higher than revenue in 2015, an additional lump sum payment equivalent to 0.5% of each employee’s annual salary will be paid on July 1, 2017.

See Appendix “A” – Salaries & Pay Administration for Wage Rates

## **ARTICLE 10 — HOURS OF WORK**

- 10.1** The normal work week for full-time employees shall be forty (40) hours, exclusive of unpaid meal periods.
- 10.2** A full-time employee's shift length can vary from five (5) to ten (10) hours per day. The full-time employee schedule will be posted two weeks in advance. Changes to the posted full-time schedule can be made on forty-eight (48) hour notice to affected employee or, with the agreement of the employee, on less notice.
- 10.3** Part-time employees may be scheduled to work with a shift schedule varying from four (4) to ten (10) hours per day.
- 10.4** Call-back: An employee who is required to report for work between the end of one scheduled shift and the beginning of his/her next scheduled shift shall be deemed to be "on call-back" and shall receive a minimum of four (4) hours pay at the appropriate premium rate.

## **ARTICLE 11 — OVERTIME**

- 11.1** Except as provided elsewhere in this Agreement, all time required and authorized by the Employer in excess of forty-two and one-half (42.5) hours in each weekly work period shall be considered overtime and shall be paid at the rate of one and one-half times (1.5x) the regular straight time hourly rate. For the sake of clarity, all hours worked in excess of forty (40) and up to forty-two and one-half (42.5) hours shall be paid at the employee's regular straight time hourly rate. Overtime shall be paid for hours worked in excess of ten (10) hours in a day at one and one-half times (1.5x) the employee's regular straight time hourly rate.
- 11.2** The Employer will use its best efforts to schedule full-time employees for two consecutive days off in each work week except for overtime shifts.

A full-time employee who is required to work on a scheduled day off shall be paid at the overtime rate for all hours worked on that day. An employee who is required to work a second scheduled day off in a week, or a second consecutive scheduled day off shall receive compensation at the rate of two times (2x) the basic hourly rate for all hours worked on that day. In either case, the minimum payment will be four (4) hours pay at the appropriate premium rate.

A part-time employee will not normally be required to work more than five (5) days per week. A part-time employee who is required to work a sixth day in any work week shall receive compensation at the overtime rate for all hours worked on that day. In the event the employee is required to work a seventh day in any work week, compensation shall be paid at the rate of two

times (2x) his/her basic hourly rate. In either case the minimum payment will be four (4) hours pay at the appropriate premium rate.

The parties agree to meet annually to discuss distribution of part-time hours and issue arising from the past year's schedule allocations.

**11.3** Time on sick leave and/or vacation will not be included in determining whether overtime is payable.

**11.4** There shall be no pyramiding or premiums on top of overtime rates.

**11.5** For the purpose of calculating overtime, an employee's hourly rate shall be calculated as follows:

Annual Salary divided by 52 divided by 40.

**11.6** To be eligible for overtime payment, overtime hours must have been scheduled and authorized by the employee's supervisor prior to the performing of work.

**11.7** At the employee's option, overtime credits can be paid out as per the provisions above, or taken as compensatory time, calculated on the same basis. Such compensatory time may be used by the employee, subject to management approval which shall not be unreasonably withheld.

**11.8** When scheduling compensatory time off taken as per the above, it is understood that any employee's request for annual leave will have priority over any request for compensatory time off.

**11.9** At the end of the Employer's fiscal year, any compensatory time owing but not taken will be paid out at the rate in effect when the time was earned.



## **ARTICLE 12— JOB DIFFERENTIAL**

**12.1** Any employee who works in a job classification that is different from their designated job classification will receive a job differential payment if they satisfy the following:

(a) The employee actually performs work in the higher classification; and,

(b) The employee works in the higher classification for a period of 4 or more hours during a shift.

**12.2** Where an employee has met the conditions set out above, he/she will be compensated at a rate no less than the minimum rate of the higher job classification. In no case will the differential payment be less than twenty dollars (\$20) per shift.

## **ARTICLE 13 — RECOGNIZED HOLIDAYS**

**13.1** Employees who have passed their probationary period are provided with the following public holidays:

New Year's Day; Good Friday; Victoria Day; Canada Day; Labour Day; Thanksgiving Day; Christmas Day; Boxing Day; and, Family Day.

In the event the Government repeals Family Day, it would no longer be a recognized holiday. In addition, the Employer provides the August Civic Holiday as a public holiday.

## ARTICLE 14 — VACATIONS

**14.1** Employees will accrue paid vacation in accordance with the following schedule:

<b>Length of Service</b>	<b>Accrual Rate</b>
Less than one year	0.83 days for each month
One year to ten years	Three weeks
10+ years	Four weeks

**14.2** The Employer's vacation year is January 1 to December 31.

**14.3** Probationary employees are not permitted to take vacation.

**14.4** Employees can request vacation by submitting a vacation request form to their Department head. Vacation requests submitted in accordance with the timeframe set by the Employer shall be considered based on seniority. Vacation requests submitted beyond the timeframe shall be considered on a first come/first serve basis.

**14.5** All vacation scheduling is subject to the approval of the Department Head and is subject to the operational requirements of the Employer.

**14.6** Employees must take their vacation in the vacation year. If, at the request of the Employer, an employee is unable to take the employee's vacation in any year by December 31, the employee shall take any such remaining vacation by March 31<sup>st</sup> of the following year. Except as provided in this clause, vacation cannot be carried over to any subsequent year and shall not be

paid out, except as approved in writing by management.

- 14.7** Upon termination of employment, for any reason, employees will receive a payment for accrued and outstanding vacation entitlement. If the employee is in a deficit, an amount equivalent to the deficit will be deducted from their final pay cheque.
- 14.8** For full-time employees, one (1) week of vacation is equal to five (5) working days.

## **ARTICLE 15 — LEAVE OF ABSENCE**

- 15.1** Any employee may submit a written request to the Director of Human Resources or designate for leave of absence without pay. The Employer will give each request due consideration based on its merits and the requirements of operations. For the purpose of this article, the Employer shall not exercise its judgment in an arbitrary fashion.
- 15.2** The Employer may, subject to operational needs and requirements, grant leave of absence without pay to employees selected by the Guild for the purpose of attending Guild conventions and special meetings and CLC conventions provided reasonable notice is given to the Employer and an adequate replacement or replacements can be found, if necessary. The total amount of leave of absence granted to employees under Article 15.02 shall not exceed ten (10) days in any calendar year.
- 15.3** (a) The Employer may, subject to operational needs and requirements, upon ten (10) weeks notice in writing to the Director of Human Resources, provide an employee with a leave of absence without pay of up to one (1) year to work in an official full-time capacity for the Guild or The Newspaper Guild. This leave may be renewed for an additional year upon sixteen (16) weeks written notice to the Director of Human Resources prior to its expiry. The maximum leave any individual may receive under Article 15.03 (a) is four (4) years.
- (b) No more than one (1) individual may be absent on a leave under Article 15.03 at any one time.

(c) Upon expiry of any leave under Article 7.03, the individual shall be placed by the Employer in a location determined by the Employer in the same classification held at the commencement of the leave provided the employee continues to have the qualifications and capabilities to perform the work required.

**15.4** A Guild unit representative shall be allowed reasonable time off to attend grievance meetings provided for in the Grievance Procedure and scheduled during regular working hours, subject, however, to the requirements of operations.

**15.5** The Employer shall allow one (1) employee reasonable time off to attend grievance meetings with the Employer, subject, however, to the requirements of operations. Upon agreement of the parties, additional employees may attend such meetings. Any such employee attending a grievance meeting shall receive the employee's basic rate of pay for time lost during the employee's regular working hours on the day of the meeting.

**15.6** The Employer shall allow up to two (2) employees reasonable time off without pay to attend meetings with the Employer for the purpose of negotiating a renewal of this Collective Agreement. At the request of the Guild, and subject to operational requirements, the Employer may allow one (1) additional employee reasonable time off without pay.

**15.7** Any leave of absence granted pursuant to this article must be in writing and signed by the Director of Human Resources or designate.

- 15.8** An employee granted leave of absence under this article shall retain seniority and continue to accumulate seniority for the first three (3) months of the leave, except where otherwise provided by law in the case of pregnancy and parental leaves.
- 15.9** The Employer agrees to grant Maternity Leave and Parental Leave to all employees in the bargaining unit who qualify under federal Employment Insurance (EI) regulations. In the event the Employer devises policies which are superior to the basic entitlements under the EI regulations, those policies shall apply.

## **ARTICLE 16 — BEREAVEMENT LEAVE**

- 16.1** A bereavement leave of absence of three (3) consecutive days, including the day of the funeral, will be granted to an employee upon a death in the employee's immediate family. Where any such day occurs on a regularly scheduled working day for the employee, the employee shall be paid on the basis of the standard number of hours which the employee otherwise would have worked at basic rate of pay. The employee may, in exceptional circumstances, be granted additional bereavement leave with pay at the discretion of the Employer. To qualify for bereavement leave, the employee shall notify the Director of Human Resources or the employee's designate as soon as possible following the death. "Immediate family" shall mean spouse (including common-law or same sex partner), son, daughter, mother, father, sister, brother, mother-in-law or father-in-law.
- 16.2** In the case of the death of a grandparent of an employee or the employee's spouse, the employee shall be entitled to a bereavement leave of absence of one (1) day being the day of the funeral. Where such day occurs on a regularly scheduled working day for the employee, the employee shall be paid on the basis provided for in Article 16.01.



## **ARTICLE 17 — JURY DUTY**

**17.1** Should an employee be required on the employee's regular work day to report for jury duty or is subpoenaed to testify before a court of law, coroner's inquest, Parliamentary Inquiry or Royal Commission, and produces satisfactory evidence that the employee did so report or testify, the employee will be paid the difference between the regular pay the employee would have otherwise received for the day and the jury duty or witness pay received by the employee for that day. However, the employee will not be entitled to any pay under this Article if the employee is a party or principal in any of the aforementioned proceedings unless the employee is a party or principal as a result of performing the employee's proper duties for the Employer.

## **ARTICLE 18 — INFORMATION**

**18.1** The Employer, on a quarterly basis, shall provide to the Guild a list containing the following information for all employees covered by this agreement.

- (a) name, address, telephone number and company email address;
- (b) date of most recent hiring, current classification and current status (full-time, full-time working reduced hours, temporary, part-time, summer intern or on leave);
- (c) salary and merit, if applicable;
- (d) permanent and temporary reclassifications and transfers during the three-month period; and
- (e) retirements, resignations and deaths during the three-month period.

**18.2** The Employer shall advise the Guild in writing of the basic salary of any new employee.

**18.3** The Employer shall notify the Guild in writing of the name of any employee covered by this Agreement who is promoted to a position outside the bargaining unit.

**ARTICLE 19 — TERMINATION**

**19.1** This Agreement shall become effective on the date of ratification, and terminate on December 31, 2017. Within ninety (90) days but not less than thirty (30) days immediately prior to the termination of this Agreement, the Employer or the Guild may initiate negotiations for a renewal of this agreement.

**Dated this 25th day of June, 2015.**

<b>Pagemasters North America Inc., Per:</b>	<b>Canadian Media Guild Per:</b>
<u>Helen Cook</u>	<u>Karen Wirsig</u>
<u>Alan K. Bower</u>	<u>Terry Pedwell</u>
<u>Laura Godfrey</u>	
<u>David Callum</u>	
<u>Anna Maxymiw</u>	

## APPENDIX A — SALARIES & PAY ADMINISTRATION

### A. Salaries

Note: GWI does not apply to the salary table below.

The Employer will determine the level at which a new hire is placed on the salary grid. An employee placed at the start rate will progress to the second step as described in the grid, unless the Employer determines that the employee has not reached the required performance level of the classification. In such case, the Employer may defer the employee's progression to the second step for up to 6 months. When the Employer exercises this option, it will provide written notification to the employee and the Union that includes: (1) the length of the deferral; (2) the rationale for its decision; and (3) a performance management plan that describes the actions to be taken by the employee and management in order for the employee to perform at the required performance level.

The following minimum weekly salaries shall be in effect during the term of this Agreement:

#### Editor

	<u>Annual Salary</u>	<u>Weekly Salary</u>	<u>Effective Hourly Wage</u>
Start	\$42,500	\$817.31	\$20.43
After 1 Year	\$46,000	\$884.62	\$22.12
Advanced	\$48,600	\$934.62	\$23.37

### **Agate Editor**

	<u>Annual Salary</u>	<u>Weekly Salary</u>	<u>Effective Hourly Wage</u>
Start	\$35,000	\$673.08	\$16.83
After 6 months	\$38,000	\$730.77	\$18.27

Note: Employees in the Agate Editor classification whose salary or effective hourly wage exceeds the top rate are red-circled at their current salary and/or wage. These employees will receive general wage increases (GWI) as a lump sum payment, equivalent to the GWI percentage of their annual salary.

### **Video Editor**

	<u>Annual Salary</u>	<u>Weekly Salary</u>	<u>Effective Hourly Wage</u>
Start	\$32,000	\$615.38	\$15.38
After 1 Year	\$38,500	\$740.38	\$18.51
Advanced	\$45,000	\$865.38	\$21.63

## **B. Editor – Lead Duties**

The assignment to lead duties is at the sole discretion of management, but is generally intended to apply to employees who regularly act in a leadership role on their respective desk.

When an employee performs lead duties, the employee will be paid above the Advanced level for their respective classification, as follows:

1. An employee will be paid no less than the following differentials (i.e., the difference between the employee's effective hourly rate and the effective

hourly rate for the Advanced level) while performing lead duties:

<b>Classification</b>	<b>Lead Differential</b>
Editor	\$1.25/hour
Agate Editor	\$1.00/hour
Video Editor	\$1.10/hour

2. For employees whose effective hourly rate already exceeds the Advanced level by the differential described above, there will be no change in pay while performing lead duties.
3. For employees whose effective hourly rate does not exceed the Advanced level by the differential described above, the employee will receive up to the full differential for all hours worked performing the lead duties.

## **LETTER OF UNDERSTANDING #1 RE TRAINING/DEVELOPMENT**

The parties agree and understand that it is to the mutual benefit of the Employer and the members of the bargaining unit to allow employees to improve their level of skill and competency within the confines of their existing job, and to allow for career development.

To this end, the Employer agrees to make serious efforts to grant employees' requests for training and development opportunities and/or temporary advancements within the company. This may include, without limitation, internal or external training courses, observation or job shadowing in the workplace, or temporary promotion.

Such training initiatives are subject to available funding and operational requirements.

## LETTER OF UNDERSTANDING #2 RE BENEFITS

The parties are agreed that, except as provided for below, employee benefits and all matters relating thereto are not part of the collective agreement.

The Employer commits that it will endeavour to maintain the level of benefits provided as at the date of ratification for the term of the collective agreement, subject to the following:

1. The Employer will be undertaking a review of its benefit plan which, subject to costing concerns, may result in changes to the features of the benefit plan (including a change in provider).
2. In the event that, in negotiations in 2011 and 2012 between Canadian Press and the Union for the renewal of the collective agreement between those parties, changes to the Canadian Press Employee Health and Welfare Program are negotiated, the Employer and the Union agree that these changes will be implemented by the Employer in its benefit plan. For the sake of clarity, such change or changes will be implemented whether the change or changes represent an increase or a decrease to a benefit entitlement.
3. Notwithstanding paragraphs 1 and 2 above, under any benefit plan provided by the Company for its full-time employees:
  - (a) employees will be responsible for paying twenty-five (25) percent of the premium costs for the provision of benefits (excluding disability benefits);
  - (b) will provide for long term disability coverage



that provides an employee with disability payments equal to sixty-five (65) percent of the employee's weekly salary at the time of disability and employees shall pay the premium costs for an employee's coverage; and,

- (c) will provide for short term disability coverage that provides as follows:
- the first two weeks of absence will be at 100% of weekly salary at the time of disability;
  - for employees with 10 years or more service, the first four weeks of absence will be at 100% of weekly salary at the time of disability; and,
  - the remainder of time for long term disability qualifying period will be at 70% of weekly salary.

4. The Company will provide an Employee Assistance Program (EAP) for all employees.
5. For the sake of clarity, part-time employees are not eligible for benefits.
6. Employees will be entitled to an eye examination once every twelve (12) months, and when such examinations are not covered by OHIP they will be paid for by the employer

**LETTER OF UNDERSTANDING #3 RE EMPLOYEE SAVINGS PLAN**

The Employer will implement a matching retirement savings plan which provides for the following:

<b>Years of Service</b>	<b>Employee Contribution</b>	<b>Employer Match</b>
Up to 1 year	2% of weekly salary	2% of weekly salary
1 to 5 years	3% of weekly salary	3% of weekly salary
5 to 10 years	4% of weekly salary	4% of weekly salary
10+ years	5% of weekly salary	5% of weekly salary

Employee contributions are on a voluntary basis up to the maximums set out in the table above. Where an employee chooses to make a contribution, the Employer will match such contribution.

## **LETTER OF UNDERSTANDING #4 RE LEGACY EMPLOYEES**

Unpublished.

**LETTER OF UNDERSTANDING OUTSIDE THE COLLECTIVE  
AGREEMENT RE CERTAIN EMPLOYEES PENSION TRANSITION**

The Employer is committed to providing individual letters to those legacy plan participants from The Canadian Press under the existing defined benefit pension plan with individual letters outlining their conditions of mapping over to employees of Pagemasters North America. This shall include precision on plan participation periods and compliance with the existing defined benefit pension plan provisions.

# LETTER OF UNDERSTANDING OUTSIDE THE COLLECTIVE AGREEMENT

June 25, 2015

Karen Wirsig  
National Representative  
Canadian Media Guild  
310 Front Street, Suite 800  
Toronto, ON

## RE Health Care & Long-Term Disability Benefit Plan Amendments

Dear Karen,

This letter confirms the parties' agreement to evaluate the Health and Welfare Program described in *Letter of Understanding #3 Regarding Benefits* (the "Plans"). To that end, the parties will participate in the following process:

1. The Company and the Union will each invite 3 representatives to participate in this evaluation. These 6 representatives will form the Benefit Evaluation Committee (the "Committee")
2. The Committee will meet within 90 days of ratification to begin the evaluation, at which time it will agree on a meeting schedule. The Committee will set administrative rules for the evaluation including, but not limited to, the order in which the plan components identified under paragraph #3 will be assessed, target timelines, and meeting procedures.
3. The Committee will thoroughly assess the following components of the Plans:
  - a) The major medical insurance plan and the travel insurance plan;

- b) The dental plan;
  - c) The group vision care plan;
  - d) Long-term disability plan.
4. The company will invite representatives of Great West Life to provide a comprehensive overview of the Plans and present benefit plan design alternatives for the Committee's evaluation.
  5. Nothing in this agreement restricts either party from seeking outside expert opinion. On agreement of both parties, such experts may attend the Committee's meetings.
  6. At the conclusion of the evaluation, the Committee will submit a recommendation to the Managing Director of PMNA to either amend the Plans or retain their existing design. If the parties do not agree on the design of all or specific components of the Plans, the parties may report their respective views to the CEO of Canadian Press Enterprises, who will review the issue.
  7. If the Plans, or components therein, are amended as a result of this evaluation, no further changes to the benefit plans will be made during the remaining term of the renewal collective agreement.

Sincerely,

Alan K. Bower

Executive Director, Labour Relations

On behalf of Pagemasters North America

## **LETTER OF UNDERSTANDING**

June 25, 2015

Karen Wirsig  
National Representative  
Canadian Media Guild  
310 Front Street, Suite 800  
Toronto, ON

### **RE Part-Time Employees & Scheduling Committee**

Dear Karen,

This letter confirms the parties' agreement concerning the general principle that part-time employees should not be employed in circumstances where their employment prevents the hiring of a regular full-time employee. This general principle will be interpreted and applied by the company, recognizing that the efficient operation of the organization requires the use of part-time employees.

This letter also confirms the parties' commitment to meet regularly to discuss scheduling. To that end, the parties will establish a scheduling committee. The committee will be comprised of employee representatives from each desk and the managers responsible for scheduling. In the event that either the Guild Staff Representative or human resources representative chooses to attend such meetings, they may do so on an *ex officio* basis. This is intended to promote and reinforce collaboration between employees and managers.

The committee will review the scheduling practice and discuss ways to improve those practices to the mutual benefit of both the company and employees including, but not limited to, the relative complements of full-time and part-time employees.

The parties will name the members of the committee within 60 days of ratification and the committee will meet at least once during the six months following ratification. Further meetings will be scheduled by the committees, but will take place at least once per year.

Yours truly,

Alan K. Bower  
Executive Director, Labour Relations  
on behalf of Pagemasters North America



**LETTER OF UNDERSTANDING OUTSIDE THE COLLECTIVE AGREEMENT**

June 25, 2015

Karen Wirsig  
National Representative  
Canadian Media Guild  
310 Front Street, Suite 800  
Toronto, ON

**RE Full-Time Scheduling and Meal Breaks**

Dear Karen,

This letter confirms that, effective within 30 days of ratification and for the duration of the renewal collective agreement, the company will resume its prior practice of scheduling full-time employees for 40 hours per week, inclusive of a scheduled meal period. For clarity, the recent practice of scheduling full-time employees for 8.5 hours per day inclusive of an unpaid meal period will cease on ratification.

Sincerely,

Alan K. Bower  
Executive Director, Labour Relations  
on behalf of Pagemasters North America

# **LETTER OF UNDERSTANDING OUTSIDE THE COLLECTIVE AGREEMENT**

June 25, 2015

Karen Wirsig  
National Representative  
Canadian Media Guild  
310 Front Street, Suite 800  
Toronto, ON

## **RE: General Salary Provisions**

Dear Karen,

This letter describes the pay administration practices of the company with respect to Appendix "A".

1. Managers may promote an Editor to the Advanced level, based on the Editor meeting the following criteria:
  - a) Has advanced skills in all Editor functions and can perform all complex and responsible production functions, i.e., senior copy editor, approvals editor, web editor, and designer; and
  - b) Exercises excellent news judgement; and
  - c) Demonstrates significant creativity; and
  - d) Possesses and applies good understanding of media law; and
  - e) Provides guidance to others on improving headlines and other display content; and
  - f) Ability to lead major projects, special sections, and features.

2. An evaluation of the Editor for the purpose of moving to Advanced can occur in the annual performance meeting or upon request of the Editor. Reasons for the decision will be given in writing.
3. During annual performance meetings, the supervisor/manager will identify what employees must do to develop within their current role to move to the Advanced level. Development may consist of, without limitation, formal or on-the-job training, skill acquisition, or performance of additional duties and responsibilities.

Sincerely,

Alan K. Bower,  
Executive Director, Labour Relations  
on behalf of Pagemasters North America

# **LETTER OF UNDERSTANDING OUTSIDE THE COLLECTIVE AGREEMENT**

June 25, 2015

Karen Wirsig  
National Representative  
Canadian Media Guild  
310 Front Street, Suite 800 Toronto, ON

## **RE: Video Editing Classifications**

Dear Karen,

This letter confirms discussions between the parties during collective bargaining regarding video editing classifications.

### **Video Editor – Advanced Level**

The company will provide the Union with a letter confirming that managers may promote a Video Editor to the Advanced level, based on the Video Editor meeting specific objective criteria. The company will provide this letter within 90 days of ratification. The letter will be generally consistent with the spirit of the company's letter of understanding outside the collective agreement regarding general salary provisions for Editors at the Advanced level.

The letter will identify the following:

1. Objective criteria used to evaluate a Video Editor for the purpose of moving to Advanced; and
2. Confirm that an evaluation of the Video Editor for the purpose of moving to Advanced can occur in the annual performance meeting or upon request of the Editor. Reasons for the decision will be given in writing; and

3. Confirm that during annual performance meetings, the supervisor/manager will identify what employees must do to develop within their current role to move to the Advanced level. Development may consist of, without limitation, formal or on-the-job training, skill acquisition, or performance of additional duties and responsibilities.

Before finalizing the letter, the company will obtain feedback from the Union regarding its objective criteria.

### **Video Editing Classifications – Assessment**

The parties agree that, no earlier than 12 months and no later than 24 months following ratification, the parties will meet to discuss and assess whether the Video Editor classification is sufficient for PMNA's operational requirements.

These discussions will include, without limitation:

1. The competitiveness of the Video Editor salaries relative to the market; and
2. The adequacy and/or appropriateness of the single video editor classification relative to PMNA's requirements.

If the parties agree to changes to video editing classifications they may amend the collective agreement accordingly. If the parties do not agree, either party may use the assessment process to inform their bargaining agendas on the expiry of the collective agreement.

Sincerely,

Alan K. Bower,  
Executive Director, Labour Relations  
on behalf of Pagemasters North America